

DOC # 730368
09/22/2008 12:45PM Deputy: EM
OFFICIAL RECORD
Requested By:
FIRST AMERICAN EQUITY LO
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: 43.00
BK-908 PG-4488 RPTT: 0.00



APN# 1318-15-611-011

Recording Requested by:

Name FIRST AMERICAN TITLE INSURANCE
LENDERS ADVANTAGE EQUITY LOAN SVCS



Address 1100 Superior Ave., Suite 200

City/State/Zip Cleveland, Ohio 44114

ATTN: FT1120

(For Recorder's use only)

BALLOON LOAN MODIFICATION
(Title of Document)

 KLENSKE
38807722 NV
FIRST AMERICAN ELS
MODIFICATION AGREEMENT


This page added to provide additional information required by NRS 111.312 Sections 1-2.
(Additional recording fee applies)

This cover page must be typed or printed.

BALLOON LOAN MODIFICATION
(Pursuant to the Terms of the Balloon Note Addendum and Balloon Rider)

**TWO ORIGINAL BALLOON LOAN MODIFICATIONS MUST BE
EXECUTED BY THE BORROWER:**

**ONE ORIGINAL IS TO BE FILED WITH THE BALLOON NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS
WHERE THE SECURITY INSTRUMENT IS RECORDED**

PREPARED BY:

**Graham Allen
Provident Funding Associates, L.P.
1235 North Dutton Avenue, Suite #E
Santa Rosa, CA. 95401**

When recorded mail to: *BMPGT*
Equity Loan Services, Inc.
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44114 *#40610*
Attn: National Recordings 1120

This Balloon Loan Modification ("Modification"), entered into effective as of the **1st day of September, 2008**, between **Daniel R. Klenske** ("Borrower") and **Provident Funding Associates, L.P.** ("Lender"), amends and supplements (1) the Deed of Trust, (the "Security Instrument"), dated **8/4/03**, securing the original principal sum of U.S. **\$154,000.00** and recorded as Document #0587054, Page 0803, Page 09557, Official Records of Douglas County, NV., and

(2) the Balloon Note bearing the same date as, and secured by the Security Instrument, (the "Note") which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property," located at: **330 SEMINOLE WAY, ZEPHYR COVE, NV 89448** the real property described being set forth as follows:

**ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA,
DESCRIBED AS FOLLOWS:**

**LOT 37, IN BLOCK B, AS SHOWN ON THE MAP OF ROUND HILL VILLAGE UNIT NO. 4, FILED
IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON APRIL
25, 1966, IN BOOK 1 OF MAPS AS DOCUMENT NO. 31837. APN #1318-15-611-011**

To evidence the election by the Borrower of the Conditional Right to Refinance as provided in the Balloon Note Addendum and Balloon Rider and to modify the terms of the Note and Security Instrument in accordance with such election, Borrower and Lender agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower is the owner and occupant of the Property.
2. As of **September 1, 2008**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$99,071.19**
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **6.750%**, beginning **September 1, 2008**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$684.49**, beginning on the **1st day of October, 2008**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **September 1, 2033** (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at Provident Funding Associates, L.P., P.O. Box 54957, Los Angeles, CA 90054 or at such other place as the Lender may require.

4. The Borrower will comply with all other covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all

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payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, all the terms and provisions of the Balloon Note Addendum and Balloon Rider are forever cancelled, null and void, as of the maturity date of the Note.

5. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

[To be signed and dated by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note and Security Instrument.]

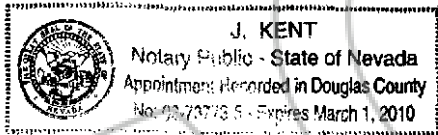
8/11/08
Date
Daniel R. Klenske (Seal)
DANIEL R KLENKE - Borrower

[Space Below This Line For Acknowledgment in Accordance with Laws of Jurisdiction]

State of Nevada, County of Douglas
On 8/11/08 before me, J Kent, personally appeared
Daniel Raymond Klenske personally known to me (or proved to me on the basis
of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.
(This area for official notary seal)

Signature J. Kent
3.1.10



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Provident FundingTM

The Mortgage Price Leader

P.O. Box 5914

Santa Rosa, CA. 95402

The Balloon Loan Modification entered into effect 9/1/08 was drawn and executed by Provident Funding Associates, L.P. and notarized on 8/8/08.



Graham Allen

Signature
Graham Allen



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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sonoma

On 8-8-08 before me, Lattoma Patrice Marchbanks, Notary Public
(Here insert name and title of the officer)

personally appeared Graham Allen

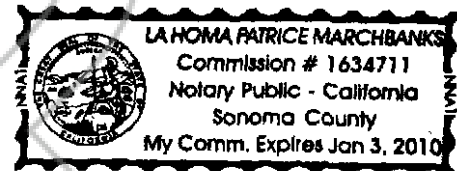
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lattoma P. Marchbanks
 Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT	
_____ (Title or description of attached document)	
_____ (Title or description of attached document continued)	
Number of Pages _____	Document Date _____
_____ (Additional information)	

CAPACITY CLAIMED BY THE SIGNER	
<input type="checkbox"/> Individual (s) <input type="checkbox"/> Corporate Officer _____ (Title)	
<input type="checkbox"/> Partner(s) <input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Other _____	

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

