

DOC # 743808  
05/26/2009 01:55PM Deputy: GB  
OFFICIAL RECORD  
Requested By:  
FIRST AMERICAN EQUITY LO  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 3 Fee: 16.00  
BK-509 PG-6261 RPTT: 0.00



**PREPARED/DRAFTED BY:**  
Firm Solutions, LLC  
9119 Corporate Lake Drive, Suite 300  
Tampa, Florida 33634  
ATTN: Jessica Benigni  
Loan Number: 0129006  
File Number: M09038186  
Freddie Mac Loan Number: 040295176

When recorded mail to: BMPG+  
Equity Loan Services, Inc.  
Loss Mitigation Title Services- LMTS  
1100 Superior Ave., Ste 200 5041288  
Cleveland, OH 44114  
Attn: National Recordings 1120  
Order Number: 5041288 - BMPG

**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**

This Balloon Loan Modification ("Modification"), entered into effective as of May 1, 2009, between SHIELA K. SMITH, ("Borrower"), and WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated April 8, 2002, securing the original principal sum of U.S. Seventy Eight thousand, Four hundred and 00/100 Dollars (\$78,400.00), and recorded on April 19, 2002 in Book 0402 at Page(s) 6168-6188 at Document No. 540083, of the 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: 1354 BISHOP CIR, GARDNERVILLE, NV 89410 the real property and is described as follows:

LOT 85, IN BLOCK B, AS SHOWN ON THE PLAT OF KINGSLANE UNIT NO. 3-B, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER FOR DOUGLAS COUNTY, NEVADA ON OCTOBER 26, 1977, AS DOCUMENT NO. 14385.

TAX ID NO.: 12204115001

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 May 1, 2009, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$65,918.03.

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 yearly rate of 5.25%, beginning May 1, 2009. The Borrower promises to make monthly payments of principal and interest of U.S. \$411.83, beginning on June 1, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on May 1, 2032, (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 Wells Fargo Bank, N.A., 1 Home Campus, Des Moines, Iowa 50328-0001, 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 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.

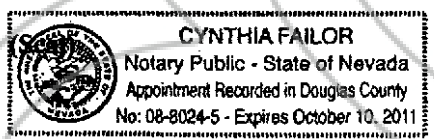
5. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the 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, endorers, guarantors, sureties, and other parties signing the Balloon Note and Security Instrument.)

4/3/2009 (Date) Shiela K Smith (Seal) -Borrower  
SHIELA K. SMITH

State of NEVADA BORROWER ACKNOWLEDGMENT  
County of DOUGLAS

The foregoing instrument was acknowledged before me this 3rd day of APRIL 2009, 2009, by SHIELA K. SMITH who are personally known to me (or provided 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.



CYNTHIA FAILOR Cynthia Failor  
Notary Print Name: CYNTHIA FAILOR  
Notary Public, State of NEVADA  
My Commission Expires: 10/10/2011  
NOTARY SEAL MUST BE COMPLETELY LEGIBLE.

**LENDER SIGNATURE**

Lender does not, by its execution hereof, waive any right it may have against any person not a party hereto.  
Lender Name: WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC.

By: Jane E. Hooper, Vice President Loan Documentation

Signature: Jane E Hooper

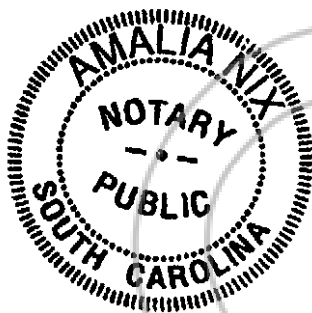
**LENDER ACKNOWLEDGMENT**

State: South Carolina §

County: York §

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of April, 2009, by Jane E. Hooper, Vice President Loan Documentation of WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC., who is personally known to me.

(Seal)



Amalia Nix  
Notary Print Name: Amalia Nix  
Notary Public, State of South Carolina  
My Commission Expires: 10-17-18  
NOTARY SEAL MUST BE COMPLETELY LEGIBLE.

SMITH  
40598280  
FIRST AMERICAN ELS 3 NV  
MODIFICATION AGREEMENT



BK-509  
PG-6263