

APN 1220-04-111-008



Recording Requested By:

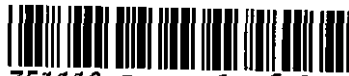
Stewart Title
1886 College Plkwy
Carson City, NV 89706

Loan Modification Agreement
(Title of Document)

* This loan modification agreement is being re-recorded to add another borrower and add the legal description.

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.



751110 Page: 2 of 8 09/23/2009

BK-909
PG-4899

DOC # 750696
09/15/2009 02:17PM Deputy: SG
OFFICIAL RECORD
Requested By:
STEWART TITLE - DOUGLAS
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 4 Fee: 17.00
BK-909 PG-3175 RPTT: 0.00

When Recorded/ Return To:
Land Home Financial Services Inc
1355 Willow Way, Suite 250
Concord, CA 94520

10145920R [Space Above This Line For Recording Data]

Loan# 118899

MIN: 1001138-0000118899-9

MERS Phone: 1-888-679-6377

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 28TH day of JULY , 2009, between BETTY L. HERTZ, A WIDOW, ("borrower") Land Home Financial Services, A California Corporation ("Lender"), Mortgage Electronic Registration Systems, Inc., ("Mortgagee") amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Timely Payment Rewards Rider, if any, dated MAY 18, 2009 and granted or assigned to Mortgage Electronic Registration Systems, Inc., as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026 and recorded on the 5TH DAY OF JUNE, 2009 AS RECORDER NUMBER 744623 of the County Clerk's Official Records of DOUGLAS COUNTY, NEVADA and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at:

1214 KINGSLANE , GARDNERVILLE, NEVADA 89410

The real property described being set forth as follows:

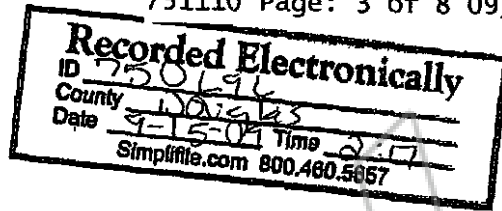
See Attached Exhibit A

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. As of SEPTEMBER 1, 2009, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$150,400.00 consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.



When Recorded/ Return To:
Land Home Financial Services Inc
1355 Willow Way, Suite 250
Concord, CA 94520



101459a DR [Space Above This Line For Recording Data]

Loan# 118899

MIN: 1001138-0000118899-9

MERS Phone: 1-888-679-6377

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

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1214 KINGSLANE , GARDNERVILLE, NEVADA 89410

The real property described being set forth as follows:

** Elizabeth A. Hertz, a single woman and Betty L. Hertz, a widow as See Attached Exhibit A joint tenants

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. As of SEPTEMBER 1, 2009, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$150,400.00 consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.



2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender, Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.75 %, from SEPTEMBER 1, 2009. Borrower promises to make monthly payments of principal and interest of U.S \$877.69 beginning on the 1st day of OCTOBER, 2009 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 5.75 % will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on SEPTEMBER 1, 2039 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Borrower will make such payments at Land Home Financial Services, Inc., 1355 Willow Way, Suite 250, Concord, CA 94520 or at such other place as Lender may require.

3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date that notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitations, Borrower's covenants and agreements to make all payments of taxes, insurance, premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and



(b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Nothing in this Agreement 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 the Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Land Home Financial Services
David White - CFO

BETTY L. HERTZ

ELIZABETH A. HERTZ

Mortgage Electronic Registration Systems, Inc-Mortgagee
David White - CFO

State of NV

County of DOUGLAS

On 9-4-09 before me, the undersigned
personally appeared Betty L. Hertz

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.

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

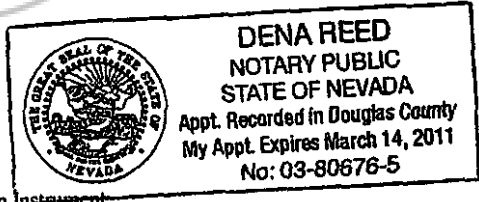
WITNESS my hand and official seal.

Notary Signature

NOTARY SEAL

Type of Notary

Prepared by:
Land Home Financial Services Inc.
2042 Wooddale Drive #160
Woodbury MN 55125





State of CA

County of Contra Costa

On 9/11/09 before me, D. Schmidt, a Notary Public, personally appeared David Weitz

_____ 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.

Signature D. Schmidt

Name: D. Schmidt
(typed or printed)

(Area reserved for official notarial seal)





State of NV
County of Douglas

On this 23 day of Sept, 2009, personally appeared before me, a notary public,
Betty L. Herz, Elizabeth A. Herz, known (or proved) to me to be the person
described in and who acknowledge that he/she executed the foregoing instrument.

Dena Reed

Notary Public
My Commission Expires:

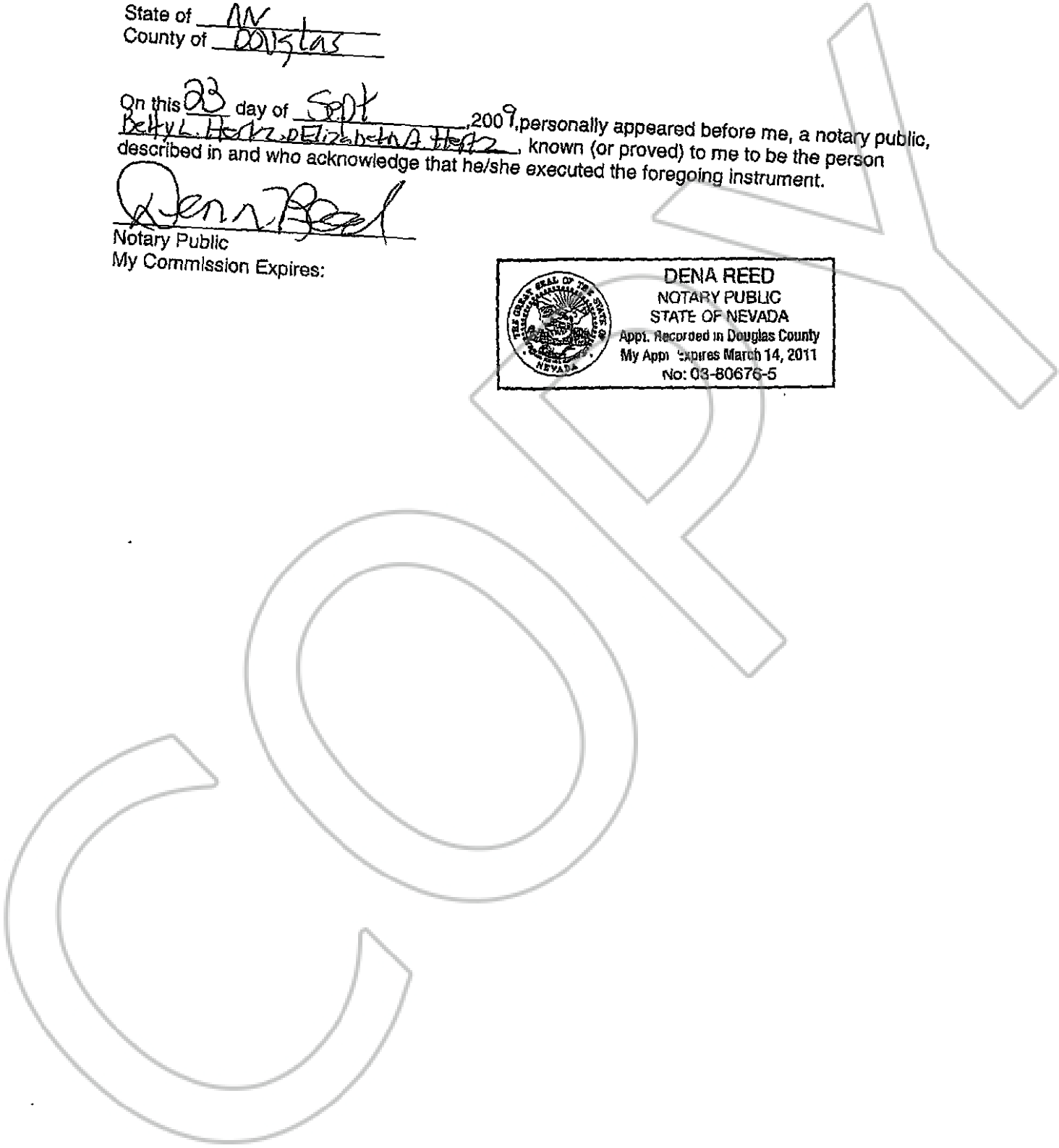
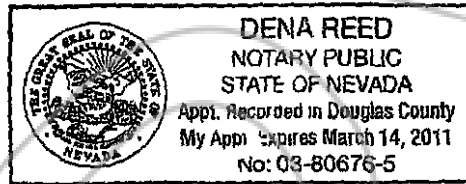




Exhibit A

All that certain Lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Lot 7, as shown on the official map of KINGSLANE UNIT No. 1, filed in the Office of the County Recorder of Douglas County, Nevada, on December 26, 1968, in Book 64, Page 82, as Document No. 43243.

Excepting therefrom any mobile home situated thereon.

APN: 1220-04-111-008

“together with all improvements constructed upon, affixed to or located upon the above described real property, including without limitation any residential dwelling located upon or to be located thereon, which dwelling is or may be a manufactured home, as herein below described, which manufactured home is or upon placement and affixation shall be conclusively deemed to be real estate (the “Manufacture Home”).

Make: Marlette
Model: Pacific 8220
Year Built: 2006
Length and Width: 60x26
Serial Number(s): HER0248560RA/B

HUD Label Number(s): ORE481433
ORE481434