

17
Parcel No. 1420-18-710-028

Recording requested by:

First Tennessee Bank National Association

~~After recording return to:~~

First Tennessee Bank National Association
1555 Lynnfield Rd., Bldg. C, 1st Floor
Memphis, TN 38119

✓ AFTER RECORDING, RETURN TO:
AMERICAN TITLE, INC.
P.O. BOX 641010
OMAHA, NE 68164-1010

ATI# 200909150541

DOC # 0751565
10/01/2009 02:03 PM Deputy: GB

OFFICIAL RECORD
Requested By:
AMERICAN TITLE INC

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 4 Fee: 17.00
BK-1009 PG- 0203 RPTT: 0.00



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MODIFICATION OF BALLOON NOTE AND DEED OF TRUST

THIS MODIFICATION AGREEMENT (this "Agreement") is made on this 17th day of September, 2009, between FIRST TENNESSEE BANK NATIONAL ASSOCIATION, successor by merger to FIRST HORIZON HOME LOAN CORPORATION ("Lender"), and JERRY OWEN HANSHEW & SUSAN ROSEMAN HANSHEW, Husband & Wife (collectively, "Borrower"). In this Agreement the words "you" and "your" mean each person, individually and jointly, who signs this Agreement as "Borrower." The words "we," "us" and "our" mean Lender.

RECITALS:

A. You have heretofore signed and delivered to us a Balloon Note (Fixed Rate) dated December 20, 2006, evidencing a loan we made to you in the original principal sum of \$82,177.00 (the "Note"), which is secured by a Deed of Trust of the same date recorded as Document Number 0691681 of the Douglas County, Nevada, Recorder's Office (the "Security Instrument"), covering real property located at 3360 Dog Leg Drive, Minden, Douglas County, Nevada, described in Exhibit A attached to this Agreement and made a part of it, and all improvements located thereon (the "Property") (collectively, the "Loan Documents"); and

B. You desire that we agree to certain changes to the Loan Documents as hereinafter set forth.

AGREEMENTS:

1. **Principal Balance.** You agree with us that the outstanding unpaid principal balance owing under the Note as of the date hereof is \$77,809.47. That amount includes the following fees incurred in connection with this Agreement: Appraisal Fee \$300.00, Title Fees \$95.00, Settlement Fee \$125.00 & Recording Fee \$19.00.

2. **Modification of Note.** Effective as of the date hereof, the terms and conditions of the Note are hereby modified with respect to such of the following items as are checked and initialed by Borrower:

The rate of interest payable by you to us on the principal balance outstanding from time to time under the Note from September 17, 2009, through September 1, 2014, will be changed from a fixed rate of 7.500% per annum to a fixed rate of 1.000% per annum. After September 1, 2014, the rate of interest will return to a fixed rate of 7.500% per annum.

Borrower's Initials

sub
2009

Hanshew - Nevada IL Modification Agreement - 7-14-09 (3).doc

ORIGINAL



Borrower's Initials

[Handwritten signature]

Beginning with your payment due on October 1, 2009, and continuing through your payment due on September 1, 2014, your monthly payments will be changed from \$574.60 each to \$249.79 each. After September 1, 2014, your monthly payments will return to \$574.60 each. If on January 1, 2022, you still owe amounts under this Note, you will pay those amounts in full on that date.

3. Other Terms.

a. This Agreement shall not affect our security interest in, or lien priority on, the Property. The Security Instrument is hereby modified as necessary to reflect the changes to the Note described in paragraph 2 above, and continues to secure all amounts owed under the Note as amended by this Agreement.

b. This Agreement shall not be construed to be a satisfaction, novation or partial release of the Note or the Security Instrument.

c. We do not waive our right to: (i) prohibit or restrict any future amendments or modifications you may request, or (ii) enforce any of our rights or remedies under any of the Loan Documents.

d. Except as amended by this Agreement, all terms and conditions of the Loan Documents shall remain in full force and effect. In the event of any irreconcilable conflict between any provision of this Agreement and any provision of a Loan Document, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the date established herein.

WITNESS:

BORROWER:

Sign Name: *[Handwritten: Dorene Whitworth]*

[Handwritten signature]

Print Name: Dorene Whitworth

Jerry Owen Hanshaw

Sign Name: *[Handwritten: Wendy L. Littermore]*

[Handwritten signature]

Print Name: Wendy L. Littermore

Susan Roseman Hanshaw

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

Melinda Ford
Melinda Ford

By: *[Handwritten: Lisa Manley]*
Name: Lisa Manley
Title: VP Consumer Credit Intervention Manager
Date: 09-22-09

ACKNOWLEDGEMENTS

State of Nevada)

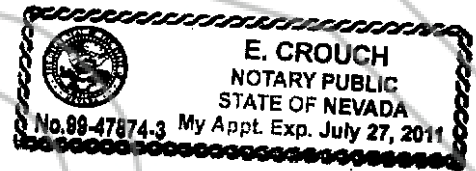
County of CARSON CITY) ss

This instrument was acknowledged before me on 9/17, 2009, by

Jerry Owen Hanshaw
SUSAN ROSEMAN HANSHAW
(Seal, if any)

[Signature]
(Notary Public)

My Commission Expires: 7/27/11



STATE OF TENNESSEE, COUNTY OF SHELBY, to wit:

Before me, a notary public of the state and county mentioned, personally appeared Lisa Manley, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be a Int'l VP Consumer Credit Intervention Manager of FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a national banking association, and that, in her capacity as a Int'l VP Consumer Credit Intervention Manager of the said association and on its behalf, she executed the foregoing instrument for the purpose therein contained, by personally signing the name of the association as Int'l VP Consumer Credit Intervention Manager.

Witness my hand and seal, on this 22nd day of September, 2009.

Bobbie G. Fulghum [SEAL]
Print Name: Bobbie G. Fulghum
Notary Public

My commission expires on October 13, 2010

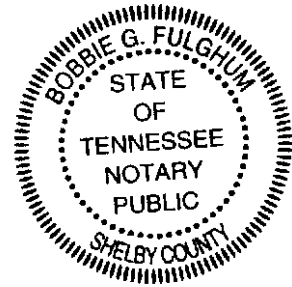




EXHIBIT A

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF DOUGLAS,
STATE OF NEVADA:

LOT 28 IN BLOCK A, AS SET FORTH ON THAT CERTAIN AMENDED FINAL MAP LDA #99-
54-1A FOR SUNRIDGE HEIGHTS III, PHASE 1A, A PLANNED UNIT DEVELOPMENT,
RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER ON DECEMBER 29,
2003, IN BOOK 1203, PAGE 12019, AS DOCUMENT NO. 600647.

COPY

*Jas
xch*