



RECORDING REQUESTED BY:  
**Patelco Mortgage Lending**  
WHEN RECORDED MAIL TO:

**Patelco Credit Union**  
5499 Sunrise Blvd  
Citrus Heights, CA 95610  
APN: 1420-33-410-020  
57719-52

*Accommodation Only*

*NCS-17-208443*

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**LOAN MODIFICATION AGREEMENT**

This Loan Modification Agreement ("Agreement"), made **February 9, 2010**, between **Frank J. Marchi and Susan J. Marchi, Husband and Wife, As Joint Tenants, With Right of Survivorship**  
*\*also known as Susan Marchi*  
("Borrower")

And **PATELCO CREDIT UNION** ("Lender"),  
Amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated **February 13, 2003** recorded as **BK 0203 PG 05323**, at the Records of **Douglas County** 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, **2640 Sweet Clover Court, Minden, NV 89423**

**The real property described being set forth as follows:**

See Exhibit A Attached Hereto

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

1. As of **February 9, 2010**, the amount payable under the Note and the Security Instrument (the Unpaid Principal Balance) is US **\$149017.84** consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. 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 current rate of **5.125%** from **February 1, 2010**. The Borrower promises to make monthly payments of US principal and interest of US **\$920.28** beginning on **March 1, 2010** and continuing thereafter on the same days of each succeeding month until principal and interest are paid in full. If on **March 1, 2033** (The "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay those amounts in full on the Maturity Date. The Borrower will make such payments at:

Patelco Credit Union  
5499 SUNRISE BLVD.  
CITRUS HEIGHTS, CA 95610

or at such place as the Lender may require.

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

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




4. The Borrower also will comply with all other covenants, agreements, and requirements of 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, 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; and
  - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or as 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 this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and the Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

**PATELCO CREDIT UNION**  
**5499 SUNRISE BLVD.**  
**CITRUS HEIGHTS, CA 95610**

BY:   
 Lauri Hagarty  
 Mortgage Lending Service Supervisor

DATED: 2/24/10

 2/16/10  
 Frank J. Marchi Date

 2-16-10  
 Susan J. Marchi Date

**All signatures on this page must be notarized**



RRS  
Nevada

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of ~~California~~ Nevada

County of Douglas

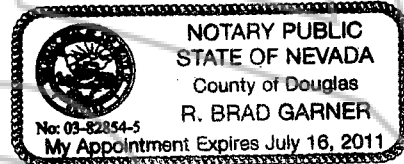
On 2/16/10 before me, R. Brad Garner

Personally appeared Frank J Marchi  
and Susan Marchi

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 signatures(s) on the instrument the person(s), of 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.



(seal)

signature of Notary Public

-----Area Below For Patelco Use Only-----

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SACRAMENTO

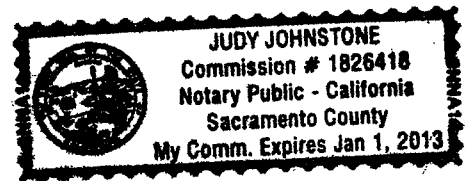
On 2/24/10 before me, Judy Johnstone, Notary Public

Personally appeared Lauri Hagarty

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 signatures(s) on the instrument the person(s), of 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.



(seal)



Exhibit A

Lot 32, as set forth upon that Subdivision Map entitled Wildhorse Annex Unit No. 2, Planned Unit Development, recorded October 10, 1994 in Book 1094, Page 1490 Official Records of Douglas County, State of Nevada, as Document No. 348105.

