



RECORD & RETURN TO:
M&T MORTGAGE CORPORATION
ATTN: JANE C. RIEMER
ONE FOUNTAIN PLAZA - 7TH FLOOR
BUFFALO, NY 14203

Prepared by: Jane C. Riemer
One Fountain Plaza - 7th Floor
Buffalo, NY 14203

Rec
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Parcel No.: 1318-15-715-007 (Space Above this Line For Recording Data)
NCS-11-3D8240

Fannie Mae Loan Number 1686904392
Servicer Loan Number 0006999742
MIN #

MODIFICATION AND EXTENSION AGREEMENT

WORDS USED OFTEN IN THIS DOCUMENT

(A) "Agreement." This document, which is dated **February 24, 2010**, and exhibits and riders attached to this document will be called the "Agreement."

(B) "Borrower." **Bradley R. Dorton**

will be called "Borrower" and sometimes "I" or "me." Borrower's mailing address is
P.O. Box 11922; Zephyr Cove, NV 89448-3922

(C) "Lender." **M&T Bank, successor by merger to M&T Mortgage Corporation** will be called "Lender" and sometimes "Note Holder." Lender is a corporation or association which exists under the laws of the **State of New York**. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."
Lender's address is **C/O M&T Bank, One Fountain Plaza, Buffalo, New York 14203**.

(D) "Mortgages." The mortgages, deeds of trust or other security instruments identified below and any additional security instruments and related agreements identified in Exhibit A to this Agreement will be called the "Mortgages:"

The Mortgage from **Bradley R. Dorton, an unmarried man to M&T Mortgage Corporation, A New York Corporation** in the original principal amount of U.S. **\$190,400.00** and dated **March 10, 2003**
This Mortgage was duly recorded in the Recorder's Office of Douglas County, State of NV, on **March 17, 2003** in Book **0303, Page 7268, Document No. 570217** and re-recorded on **January 23, 2004**; in Book **0104, Page 7562, Document No. 602706**

Said Mortgage has been assigned as follows: **NONE**

At this date, the unpaid principal balance secured by this Mortgage is U.S. **\$167,529.29**

(E) "Note Holder." Lender or anyone who succeeds to Lender's rights under this Agreement and who is entitled to receive the payments I agree to make under this Agreement may be called the "Note Holder."

(F) "Notes." The Consolidated Note secured by the Mortgage identified in Section (D) above and dated **March 10, 2003**

(G) "Property." The property, which is described in the Mortgage(s) and in *Exhibit A* to this Agreement, will be called the "Property." The Property is located at:

450 McFaul Way #7
(Street)

Zephyr Cove
(City)

Douglas
(County)

Nevada 89448
(State and Zip Code)



I promise and I agree with Lender as follows:

I. AGREEMENT TO CHANGE TERMS OF THE NOTE

Lender and I agree to change the terms of the Note. The new terms are:

1. Borrower's Promise to Pay Principal and Interest

I promise to pay the principal that has not yet been paid under the Note, plus interest, to the order of Lender. That principal amount is U.S. \$167,202.27

Interest will be charged on unpaid principal as provided in this Agreement beginning on the date of this Agreement until the full amount of principal has been paid.

2. Payments

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on **May 1, 2010**. I will make these payments every month until I have paid all of the principal and interest and any other charges that I may owe under this Agreement and the Note. My monthly payments will be applied to interest before principal. If on **April 1, 2033**, I still owe amounts under this Agreement or the Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at **M&T Bank, P.O. Box 62182, Baltimore, MD 21264-2182** or at a different place if required by the Note Holder.

(B) Interest Rate

I will pay interest at a yearly rate of **5.25%**. The interest rate required by this Section 2(B) is the rate I will pay both before and after any default described in Section 3(B) of this Note.

(C) Monthly Payments

Each of my monthly payments will be in the amount of U.S. \$ **1,044.61**

3. Borrower's Failure to Pay as Required

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **fifteen** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5%** of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. I will also be in default if I do not keep my promises and agreements under this Agreement and the Mortgage.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. The date must be at least **30** days after the date on which the notice is delivered or mailed to me.

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Cost and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

4. Borrower's Right to Prepay

(A) Borrower's Right to Make Prepayments

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

(B) Cancellation of Other Prepayment Terms

Any terms contained in the Note about my right to make prepayments which do not agree with this Section 4 are canceled by this Agreement. My right to make prepayments under the Note is governed only by the terms contained in this Section 4.



5. Loan Charges

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Lender may choose to make this refund by reducing the principal I owe under this Notice or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. Giving of Notices

Any notice that must be given to me under this Note will be given as provided in the Mortgage.

7. Waivers

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor.

"Presentment" means the right to require the Lender to demand payment of amounts due. "Notice of dishonor" means the right to require the Lender to give notice to other persons that amounts due have not been paid.

8. Unchanged Terms of Note in Full Effect

All of the terms of the Note that are not changed in this Agreement remain in full effect as if they were stated in this Agreement.

II. AGREEMENT ON TERMS OF THE MORTGAGE

The parties certify that this instrument secures the same indebtedness secured by the note and mortgage mentioned above and secures no further indebtedness or obligation.

All other terms and conditions remain the same as set forth in the note and mortgage mentioned above.

III. BORROWER'S INTEREST IN THE PROPERTY

I promise that I am the lawful owner occupying the Property

IV. WRITTEN TERMINATION OR CHANGE OF THIS AGREEMENT

This Agreement may not be terminated, changed, or amended except by a written agreement signed by the party whose rights or obligations are being changed by that agreement.

V. OBLIGATIONS OF BORROWERS AND OF PERSONS TAKING OVER BORROWER'S OR LENDER'S RIGHTS OR OBLIGATIONS

If more than one person signs this Agreement as Borrower, each of us is fully and personally obligated to keep all of Borrower's promises and obligations contained in this Agreement. The Note Holder may enforce its rights under this Agreement against each of us individually or against all of us together.

Lender and I agree that any person who takes over my rights or obligations under this Agreement will have all of my rights and will be obligated to keep all of my promises and agreements made in this Agreement. Similarly, any person who takes over Lender's rights or obligations under this Agreement will have all of Lender's rights and will be obligated to keep all Lender's agreements made in this Agreement.

By signing this Agreement, Lender and I agree to all of the above.

M&T Bank: Successor by Merger to M&T Mortgage Corporation
-Lender

By: Jill M. Gilliland
Jill M. Gilliland

Bradley R. Dorton
Bradley R. Dorton -Borrower



(Space Below this Line For Acknowledgments)

M&T BANK:

STATE OF NEW YORK,
COUNTY OF ERIE ss.:

On the 10th day of March In the year of 2010, before me, the undersigned, A Notary Public in and for said State, personally appeared **Jill M. Gilliland** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

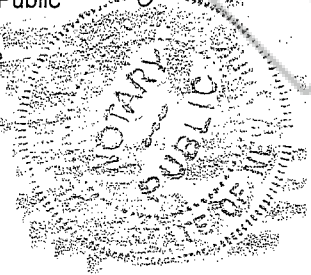
Debbie A. Milligan

Notary Public

Debbie A. Milligan
No. 01MI6156641

Notary Public, State of New York
Qualified in Erie County
My Commission Expires 11/27/2010


Debbie A. Milligan



MORTGAGOR(S)

STATE OF Nevada
COUNTY OF Douglas ss.:

On the 4th day of March In the year of 2010, before me, the undersigned, A Notary Public in and for said State, personally appeared **Bradley R. Dorton** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

 **R. L. McEWING**
Notary Public - State of Nevada
Appointment Recorded in Douglas County
No: 93-5224-5 - Expires April 26, 2013

Notary Public

R.L. McEwing



Order No. 17-308240

**EXHIBIT "A"
LEGAL DESCRIPTION**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF NEVADA, COUNTY OF DOUGLAS, AND IS DESCRIBED AS FOLLOWS:

UNIT NO. 2-1, AS SHOWN ON THE MAP OF ROUNDRISE TOWNHOUSE, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON AUGUST 14, 1967 AS DOCUMENT NO. 37524.

PARCEL NUMBER(S): 1318-15-715-007

