DOC # 0762252 04/19/2010 10:56 AM Deputy:

OFFICIAL RECORD Requested By:

FIRST AMERICAN TITLE

INSURANCE CO Douglas County - NV Karen Ellison - Recorder

Page: 1 Of

4 Fee:

17.00

BK-0410

PG- 3336 RPTT: 0.00



APN: 1220-22-410-111

Prepared By: Rosemary Kirksey U.S. Bank Home Mortgage 16900 West Capitol Drive Brookfield, WI 53005 Phone: (262) 373-4771

Service Loan Number: 7884256599

LOAN EXTENSION OF THE PROMISSORY NOTE AND DEED OF TRUST

ONE ORIGINAL LOAN PROMISSORY NOTE, MODIFICATION EXTENSION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

1477 Kathy Way Gardnerville NV 89460, the real property described being set forth as follows:

See Legal Attached Parcel ID Number:

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agrée as follows: (notwithstanding anything contrary contained in the Note or Security Instrument)

1. As of *February 1, 2010*, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$241,483.26.

When recorded mail to: #:5934779

First American Title Loss Mitigation Title Services 12106,3

P.O. Box 27670

Santa Ana, CA 92799 RE: GANN - BMPG+ 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 a yearly rate of 5.125%, beginning February 1, 2010. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,429.33, beginning on the 1st day of March 1, 2010, and continuing thereafter on the same day of each succeeding month until principal and interest are paid-in-full. If on February 1, 2015 ("Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Promissory Note, Modification Extension, the Borrower will pay these amounts in full on the Modified Maturity Date. At this time of Maturity Date, full principal balance is due in full.

The Borrower will make such payments at <u>4801 Frederica Street</u>, <u>Owensboro</u>, <u>Kentucky 42301</u> or at such other place the Lender may require.

- 3. The Borrower will comply with all other covenants, agreements, and requirements of the Note and Security Instruments, 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 terms and provisions of the Loan Modification Agreement are forever canceled, null and void, as of the maturity date of the Note.
- 4. 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 terms and provisions thereof, as amended by this Modification.

Rhett Gann

Michelle Taglialavore Gann

State of California

County of San Diego

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared <u>Rhett Gann and Michelle Taglialavore Gann</u>, to be known to be the person described in and who executed the foregoing instrument and acknowledged before me that They executed the same for the purpose therein expressed.

Witnesses my hand and official seal in the county and state afore said this 23rd day of March, 2010.

My Commission Expires:

Signature Notary Public

Votary Phone Number

Name (typed or printed)

SANDI L. SMITH
Commission # 1805584
Notery Public -- California
San Diego County
My Comm. Expires Jul 2, 2012

Lender:

U.S. BANK N.A.

Patricia A Ludka, First Vice President

State of Wisconsin County of Waukesha

I, the undersigned, a Notary Public within and for the State and County aforesaid, do hereby certify that the foregoing instrument was this day produced before me and in said State and County by the above named Patricia A Ludka, First Vice President, and was executed and acknowledged and delivered to be the act and deed of the above company.

Witness my hand and seal of office this T+h day of L

My Commission Expires: March 3, 2013

Signature Notary Public

Signature Notary P

Rosemary Kollenbroich Name (typed or printed) EXHIBIT "A"

LEGAL DESCRIPTION

LOT 924, AS SHOWN ON THE MAP OF GARDERVILLE RANCHOS UNIT NO. 7, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON MARCH 27, 1974, AS DOCUMENT NO. 72456.