

RECORDING REQUESTED BY:

Chevron Federal Credit Union

WHEN RECORDED MAIL TO:

Chevron Federal Credit Union
475 14th Street, 8th floor
Oakland, CA 94612



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2338780

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 2nd day of August 2010, between TED ALLEN NEWTON ("Borrower") and CHEVRON FEDERAL CREDIT UNION ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated July 9, 2008 and recorded in Book or Liber 727694, at page(s) N/A, of the OFFICIAL Records of

(Name of Records)

DOUGLAS, NV and (2) the Note, bearing the same date as, and secured by, the (County and State, or other Jurisdiction) Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

1368 HASTINGS LANE, GARDNERVILLE, NV 89410
(Property Address)

the real property described being set forth as follows:

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 August 02, 2010, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$106,513.53, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 4.00%, from July 1, 2010. Borrower promises to make monthly payments of principal and interest of U.S. \$ 787.87, beginning on the 1st day of August, 2010, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.00% will remain in effect until principal and interest are paid in full. If on July 1, 2025 (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.
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



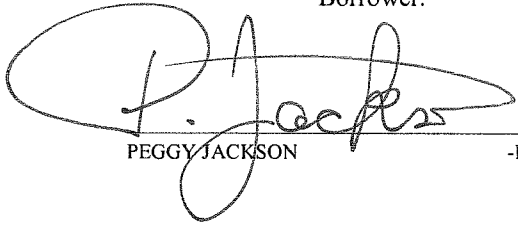
natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

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 the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the 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 limitation, 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 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. Borrower understands and agrees that:
 - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
 - (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
 - (d) 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.
 - (e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.



(f) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.



PEGGY JACKSON (Seal)
-Lender

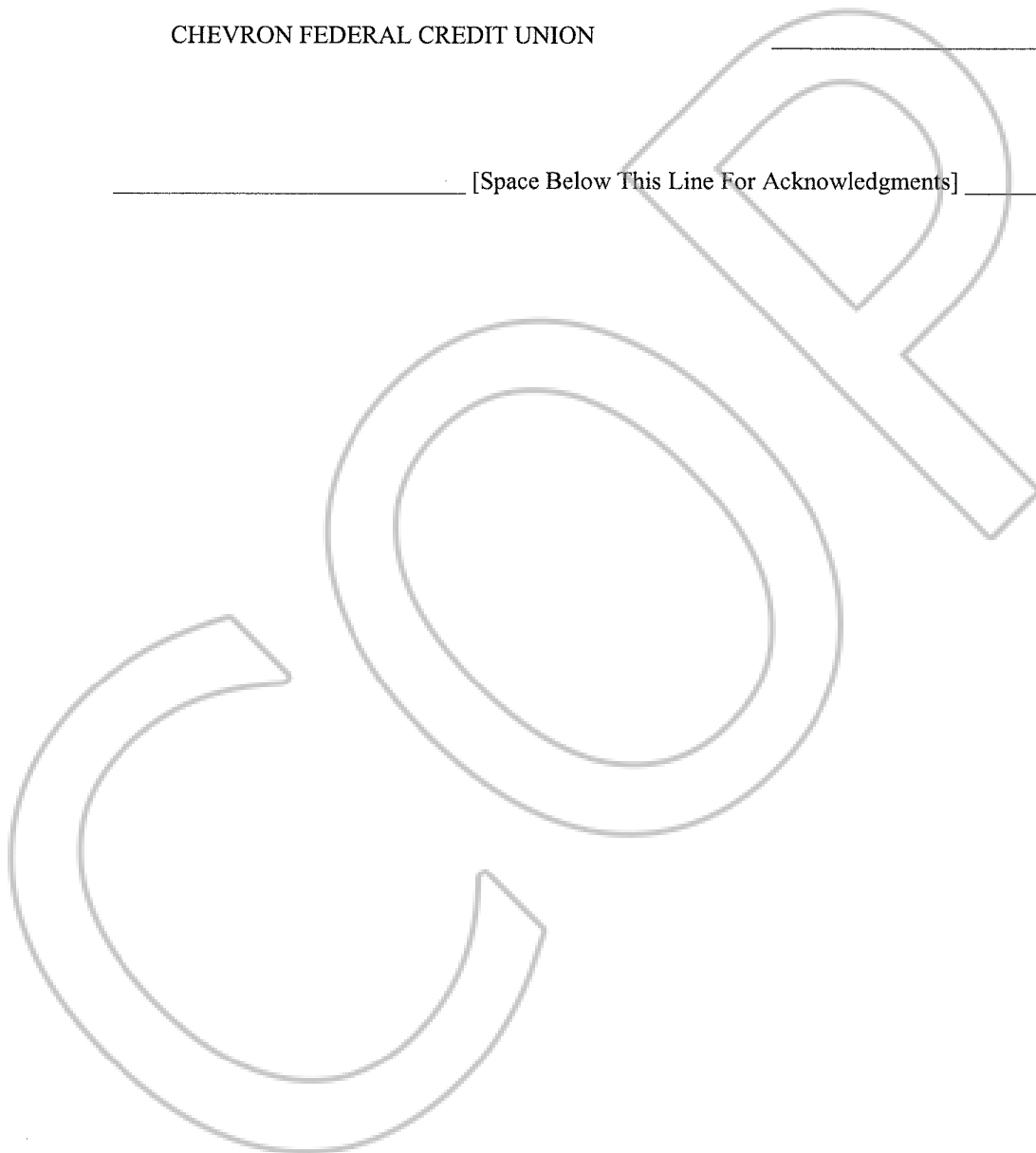


TED ALLEN NEWTON (Seal)
-Borrower
INDIVIDUALLY AND AS TRUSTEE OF THE
TAN 2008 TRUST

By: **Real Estate Loan Processing Manager**
CHEVRON FEDERAL CREDIT UNION

(Seal)
-Borrower

_____ [Space Below This Line For Acknowledgments] _____





State of California
County of Contra Costa

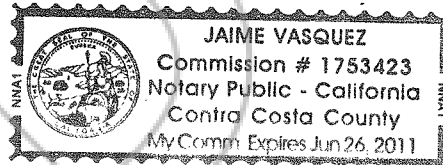
On August 5, 2010 before me,
Jaime Vasquez Notary Public (here insert name and title of the officer),
personally appeared Ted Allen Newton

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 *Jaime Vasquez* (Seal)





State of California
County of Alameda

On August 4, 2010
Tammie D. Randolph, Notary Public (here insert name and title of the officer),
personally appeared Peggy Jackson

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 Tammie D. Randolph (Seal)

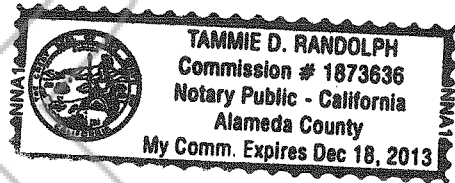




Exhibit A

Legal Description

All that certain parcel of land situated in County of DOUGLAS, State of NEVADA being known and designated as follows:

LOT 16, BLOC B, AS SET FORTH ON FINAL SUBDIVISION MAP NO. 1006-10 FOR CHICHESTER ESTATES, PHASE 10, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON APRIL 25, 2002 IN BOOK 0402 OF OFFICIAL RECORDS, PAGE 7623, AS DOCUMENT NO. 540511

Being the same property as conveyed from TED NEWTON, AN UNMARRIED MAN to TED ALLEN NEWTON, TRUSTEE OF THE TAN 2008 TRUST as described in GRANT, BARGAIN AND SALE Deed, Dated 07/30/2008, Recorded 08/04/2008, in Official Records DOCUMENT No. 0727926

