

DOC # 0788889  
08/31/2011 11:21 AM Deputy: GB  
OFFICIAL RECORD  
Requested By:  
T D SERVICE COMPANY

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 4 Fee: 17.00  
BK-0811 PG- 6170 RPTT: 0.00



Accommodation  
Recording Requested By:  
T.D. Service Company

WHEN RECORDED RETURN TO:

✓ GUILD MORTGAGE COMPANY  
ATTN: LOSS MITIGATION DEPT.  
P.O BOX 85304  
SAN DIEGO CA 92186-5304

[Space Above this Line for Recording Data]

GUILD# GOS090030V / 800-1000030  
INVESTOR LOAN# 200326077  
VA LOAN No. 434361282601

Parcel No. 122028510027

**LOAN MODIFICATION AGREEMENT**  
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 19<sup>th</sup> day of August, 2011, between JOSHUA R. SLATER AND JESSICA SLATER, HUSBAND AND WIFE AS COMMUNITY PROPERTY ("Borrower") and Guild Mortgage Company ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated June 10, 2008 and recorded in Book or Liber June 13, 2008, at instrument number 724989, of official DOUGLAS County, Nevada, 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 1391 MARY JO DRIVE, GARDNERVILLE, NEVADA 89460, the real property described being set forth as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

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 01, 2011 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$203,215.06 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 for the first year at the yearly rate of 4.625%, from August 1, 2011. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,044.81, beginning on the 1<sup>st</sup> day of September, 2011 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on August 1, 2041(the

"Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

- 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 is 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 Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

By: Maureen Gagne' (Seal) Lender
Vice President
Guild Mortgage Company

Joshua R. Slater, Borrower (Seal)

Jessica Slater, Borrower (Seal)

[Space Below This Line For Acknowledgments]

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

On 8/29/11, before me, Christine Anderson, notary public, personally appeared Maureen Gagne, 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.

Christine Anderson  
signature of notary

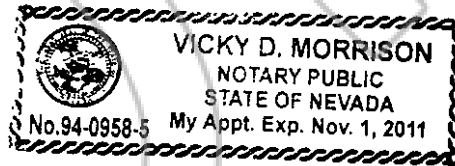


STATE OF NEVADA  
COUNTY OF DOUGLAS

On 8-24-11, before me, VICKY D MORRISON, notary public, personally appeared Joshua R. Slater, 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.

WITNESS my hand and official seal.

Vicky D Morrison  
signature of notary

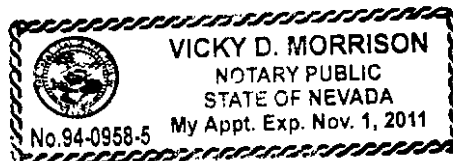


STATE OF NEVADA  
COUNTY OF DOUGLAS

On 8-24-11, before me, VICKY D. MORRISON, notary public, personally appeared Jessica Slater, 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.

WITNESS my hand and official seal.

Vicky D Morrison  
signature of notary



**EXHIBIT "A"**

Lot 161, as shown on the plat of GARDNERVILLE RANCHES, UNIT 7, according to the map thereof, filed for record in the Office of the County Recorder of Douglas, State of Nevada, on March 27, 1974, in Book 374, at Page 676, as Document No. 72456, Official Records.

