

DOC # 795365  
01/05/2012 12:05PM Deputy: SD

OFFICIAL RECORD

Requested By:

Document Processing Soluti

Douglas County - NV

Karen Ellison - Recorder

Page: 1 of 7 Fee: \$45.00

BK-112 PG-457 RPTT: 0.00



**RECORDING REQUESTED BY:**

Chevron Federal Credit Union

**WHEN RECORDED MAIL TO:**

Chevron Federal Credit Union

475 14<sup>th</sup> Street, 8<sup>th</sup> floor

Oakland, CA 94612

[Space Above This Line For Recording Data]

**LOAN MODIFICATION AGREEMENT**

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 8<sup>th</sup> day of December 2011, between John Featherer and Ruth M. Featherer ("Borrower") and Chevron Federal Credit Union ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated March 11, 2009 and recorded in Instrument No. 747370 of the Official Records of the County of Douglas 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

**157 Meadow Lane, Stateline, NV 89449**

(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 December 8, 2011 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$183,726.97 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 3.375%, from November 1, 2011. Borrower promises to make monthly payments of principal and interest of U.S. \$1,302.18, beginning on the 1st day of December 2011, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.375% will remain in effect until principal and interest are paid in full. If on November 1, 2026 (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.



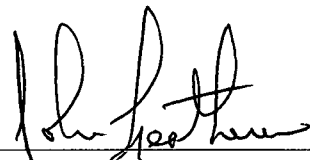
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums 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; 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.
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.



  
\_\_\_\_\_  
DIANE COGGINS (Seal)  
-Lender  
By: AVP, REAL ESTATE LOAN SERVICING

CHEVRON FEDERAL CREDIT UNION

  
\_\_\_\_\_  
JOHN FEATHERER, (Seal)  
-Borrower  
TRUSTEE OF THE FEATHERER FAMILY TRUST  
DATED MAY 7, 2002

  
\_\_\_\_\_  
RUTH M. FEATHERER, (Seal)  
-Borrower  
TRUSTEE OF THE FEATHERER FAMILY TRUST  
DATED MAY 7, 2002

\_\_\_\_\_  
[Space Below This Line For Acknowledgments]  
\_\_\_\_\_





# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Alameda

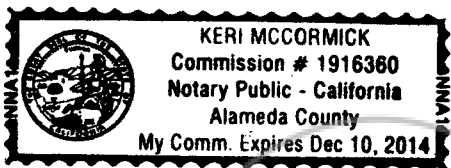
On December 15, 2011 before me, Keri McCormick, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Diane Coggins  
Name(s) of Signer(s)

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: Keri McCormick  
Signature of Notary Public

Place Notary Seal Above

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### Description of Attached Document

Title or Type of Document: Loan Modification Agreement

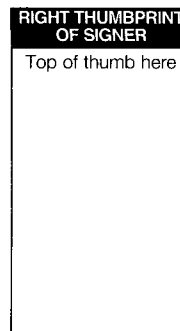
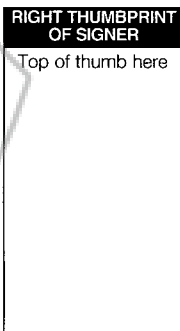
Document Date: December 8, 2011 Number of Pages: 3 (three)

Signer(s) Other Than Named Above: John Featherer and Ruth M. Featherer

#### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

- |  |  |
|--|--|
| <input type="checkbox"/> Corporate Officer — Title(s): _____   | <input type="checkbox"/> Corporate Officer — Title(s): _____   |
| <input type="checkbox"/> Individual  | <input type="checkbox"/> Individual  |
| <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Attorney in Fact  | <input type="checkbox"/> Attorney in Fact  |
| <input type="checkbox"/> Trustee   | <input type="checkbox"/> Trustee   |
| <input type="checkbox"/> Guardian or Conservator   | <input type="checkbox"/> Guardian or Conservator   |
| <input type="checkbox"/> Other: _____  | <input type="checkbox"/> Other: _____  |



Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

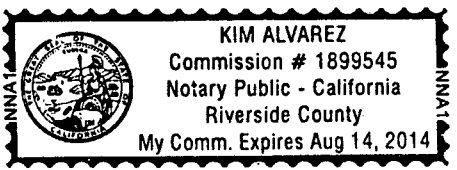


State of California  
County of Riverside }

On December 9, 2011 before me, Kim Alvarez, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared JOHN FEATHERER and Ruth M. Featherer  
Name(s) of Signor(s)

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~~ 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 Kim Alvarez  
Signature of Notary Public

Place Notary Seal Above





7.	Type: US Patriot Act
8.	Not Applicable

LEGAL DESCRIPTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BEING KNOWN AND DESIGNATED AS FOLLOWS;

LOT 5, BLOCK D, KINGSBURY MEADOWS SUBDIVISION, DOC 10542 RECORDED 07/05/1955.

BEING MORE FULLY DESCRIBED IN BOOK 0303 PAGE 09606 DATED 03/13/2003 RECORDED 03/21/2003 IN DOUGLAS COUNTY RECORDS..



**Exhibit A**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DOUGLAS, STATE OF Nevada, AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BEING KNOWN AND DESIGNATED AS FOLLOWS;

LOT 5, BLOCK D, KINGSBURY MEADOWS SUBDIVISION, DOC 10542 RECORDED 07/05/1955.

BEING MORE FULLY DESCRIBED IN BOOK 0303 PAGE 09606 DATED 03/13/2003 RECORDED 03/21/2003 IN DOUGLAS COUNTY RECORDS..

Parcel ID: 1318-26-510-006

Commonly known as 157 Meadow Lane, Stateline, NV 89449  
However, by showing this address no additional coverage is provided

