

APN No.: 1219-11-002-018

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 6 Fee: 19.00
BK-0612 PG- 6387 RPTT: 0.00



✓ After Recording Return To:
RUTH RUHL, P.C.
Attn: Recording Department
2801 Woodside Street
Dallas, Texas 75204

Prepared By:
RUTH RUHL, P.C.
2801 Woodside Street
Dallas, TX 75204

_____[Space Above This Line For Recording Data]_____
Loan No.: 1406450542

LOAN MODIFICATION AGREEMENT
(Providing for Step Interest Rate)

This Loan Modification Agreement ("Agreement"), effective this 1st day of April, 2012, between Russell J. Mann and Gloria L. Mann ("Borrower") and Nevada State Bank, a Nevada Corporation

("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 15th, 2004 and recorded in Book/Liber 704, Page 8546, Instrument No. N/A, of the Official Records of 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 600 West Fork Vista Lane, Gardnerville, Nevada 89460

the real property described being set forth as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.



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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 April 1st, 2012, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$662,541.40, 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 for the first year at the yearly rate of 4.375% from April 1st, 2012, and Borrower promises to pay monthly payments of accrued interest in the amount of U.S. \$2,415.52, beginning on the 1st day of May, 2012. During the second year and continuing thereafter until the Maturity Date (as hereinafter defined), interest will be charged at the yearly rate of 5.375% from April 1st, 2013, and Borrower shall pay monthly payments of principal and interest in the amount of U.S. \$4,363.75, beginning on the 1st day of May, 2013 and shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. If on July 1st, 2034, (the "Maturity Date"), Borrower still owes amounts under the Note and 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.

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4. 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 Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the specified date 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) 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.

(d) 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.

(e) 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.

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4/11/12
Date

Russell J. Mann (Seal)
Russell J. Mann -Borrower

4-11-12
Date

Gloria L. Mann (Seal)
Gloria L. Mann -Borrower

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

BORROWER ACKNOWLEDGMENT

State of Nevada §
County of Douglas §

The foregoing instrument was acknowledged before me
[date], by Russell J. Mann and Gloria L. Mann
[name of person acknowledged].
Nicole Hodges
April 11, 2012

(Seal)

Nicole Hodges



Print Name Nicole Hodges
Notary Public, State of Nevada
My Commission Expires: April 20, 2014

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Nevada State Bank, a Nevada
Corporation -Lender

May 7, 2012
-Date

By: Marvin H. Rosenthal

Marvin H. Rosenthal Printed Name

Its: SUP Residential Mortgage Lending

LENDER ACKNOWLEDGMENT

State of Nevada §
County of Clark §

The foregoing instrument was acknowledged before me this May 7th 2012
[date], by Marvin H. Rosenthal Sr. Vice President
[name of officer or agent, title of officer or agent] of Nevada State Bank, a Nevada Corporation

, on behalf of said entity.

(Seal)



Sally A. Lanzalaco
Print Name Sally A. Lanzalaco
Notary Public, State of Nevada
My Commission Expires: January 15, 2013

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN COUNTY OF DOUGLAS, STATE OF NEVADA BEING KNOWN AS THE FOLLOWING REAL PROPERTY SITUATE IN, COUNTY OF DOUGLAS AND STATE OF NEVADA, DESCRIBED AS FOLLOWS:

PARCEL 1B, AS SET FORTH ON PARCEL MAP NO. 2 FOR WEST FORK SIERRA VISTA ESTATES, FILED FOR RECORD IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER ON NOVEMBER 12, 2002, IN BOOK 1102, AT PAGE 4036, AS DOCUMENT NO. 557465, OF OFFICIAL RECORDS.

PARCEL ID: 1219-11-002-021

PROPERTY ADDRESS: 600 W FORK VIS AND BEING MORE FULLY DESCRIBED IN DEED BOOK 1102 PAGE 6083 RECORDED ON 11/15/2002 AMONG THE LAND RECORDS OF DOUGLAS COUNTY, NV.

BEING THE SAME PROPERTY CONVEYED TO RUSSELL J MANN, GLORIA L MANN BY DEED FROM WEST FORK SIERRA VISTA ESTATES DATED 11/14/2002, recorded 11/15/2002, DEED BOOK 1102 PAGE 6083.

Parcel ID Number: 1219-11-002-018