

Recording Request /
Lawyers Title

This Instrument Prepared By:
After Recording Return To:

TCF National Bank
Deb Tanberg
Attn: Modification Group
1405 Xenium Lane
Mail Code PCC-2E-L
Plymouth, MN 55441

(Kentucky only)

Signature

718350305

[Space Above This Line for Recording Data]

LOAN MODIFICATION AGREEMENT

Maximum principal indebtedness for Tennessee Recording Tax Purposes is \$0.00 (Tennessee only)

"Borrower"¹ means JOHN R. CHAVEZ AND TERESA CHAVEZ, CO-TRUSTEES OF THE CHAVEZ FAMILY TRUST DATED 06/04/2006, AS COMMUNITY PROPERTY FOR THE BENEFIT OF JOHN R. CHAVEZ AND TERESA CHAVEZ

"Lender" means TCF National Bank

"Note" means the CommandCredit Plus Line of Credit Agreement and Disclosure Statement between Borrower and Lender dated 07/14/17 evidencing account number XXX-XXX-XXX4859-XXXX.

"Property Owner" means a person in title to the Property who is not a Borrower.

"Security Instrument" means the mortgage or deed of trust that secures the Note, which is dated the same date as the Note and which is of record in Book, Volume, or Liber No. N/A, at page N/A (or as No. 2017-902401) of the Official Records of DOUGLAS County, State (or Commonwealth) of NEVADA, upon the following described property situated in N/ATown or District, DOUGLAS County, State of NEVADA:

See Attached Legal Description

Tax Key/Parcel ID #:1318-10-312-024

which currently has the address of 709 LAKEVIEW DR, ZEPHYR COVE, NV 89448.

¹ If more than one Borrower or Property Owner is executing this Agreement, each is referred to as "I." For purposes of this Agreement, words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

MODIFICATION

This Loan Modification Agreement ("Agreement") amends and supplements (1) the Security Instrument on the Property, and (2) the Note secured by the Security Instrument. The Security Instrument and Note together, as they may have previously been amended, are referred to as the "Loan Documents." All capitalized terms that are not defined in this Agreement have the meaning given to them in the Loan Documents.

Final Payment Due Date:

The Final Payment Due Date is changed to N/A. Borrower agrees to pay the entire outstanding Principal Balance, together with unpaid and accrued interest and any other charges owing, on or before this date.

Variable Interest Rate:

Beginning on N/A, the minimum ****ANNUAL PERCENTAGE RATE**** is changed to N/A %, no matter how much the Index Rate may decline.

Beginning on N/A, the Margin is changed to N/A percentage points. The Index Rate in effect today is N/A % per year. Therefore, the estimated beginning interest rate and corresponding ****ANNUAL PERCENTAGE RATE**** under this Agreement is N/A % per year which is equivalent to a Daily Periodic Rate of N/A %. This is an estimate only. The rate will be higher if a higher Index Rate is published any time during a billing cycle, including any billing cycle that includes the date of this Agreement.

Fixed Rate Conversion: This section applies to the Fixed Rate Conversion feature identified by the tracking number N/A.

The principal balance of this Fixed Rate Conversion feature is N/A as of N/A.

Beginning on N/A, the interest rate for this Fixed Rate Conversion feature is changed to N/A %.

The term for this Fixed Rate Conversion feature is changed to end on N/A.

Payment Changes: The minimum monthly payment for this Fixed Rate Conversion feature is changed to \$ N/A, beginning N/A.

Annual Fee:

The Annual Fee is changed to \$ N/A.

Advances and Credit Limit:

Borrower may no longer request Advances of any kind and the Credit Limit is reduced to \$N/A.

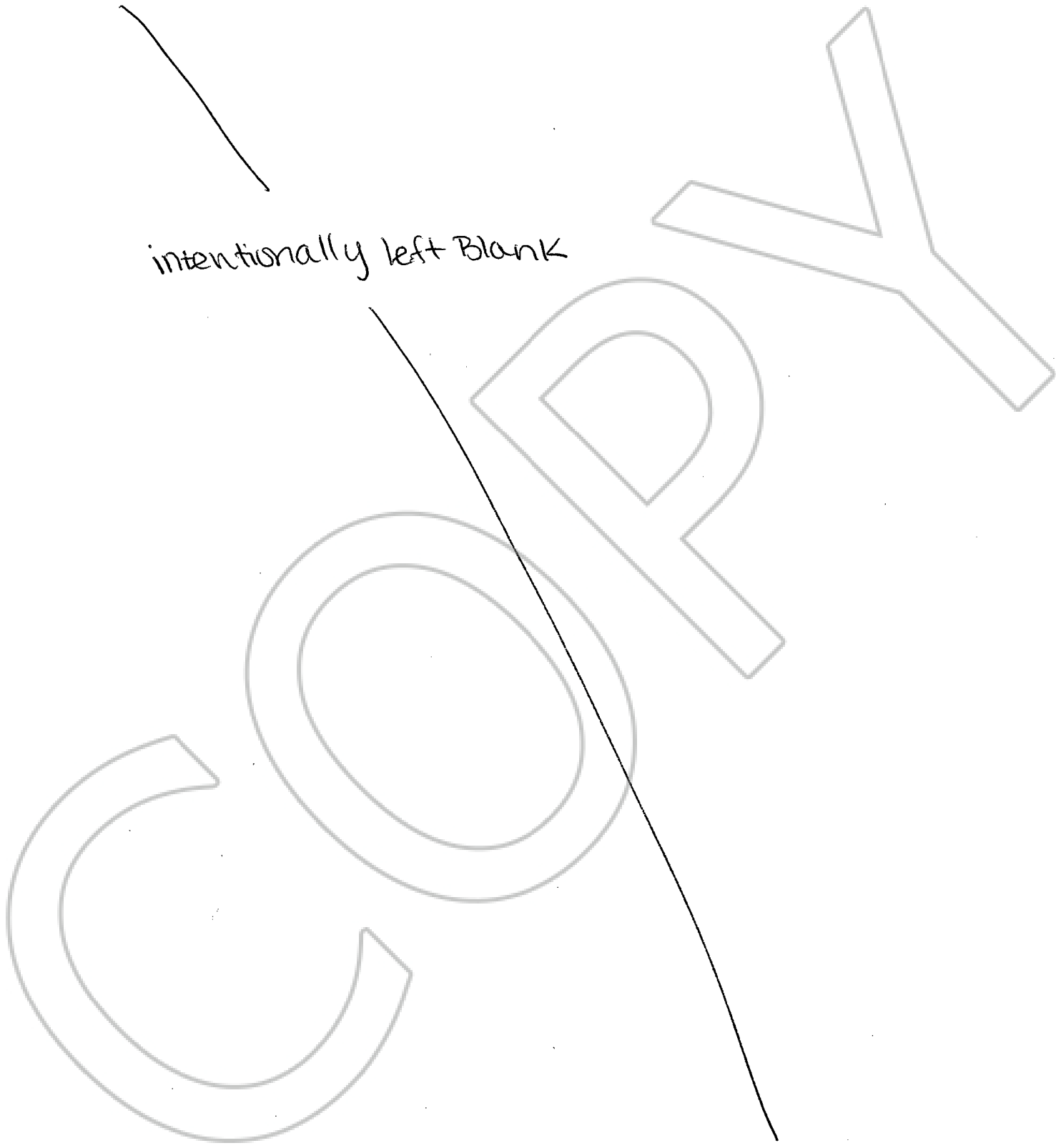
The Credit Limit is reduced to \$26,890.00.

The Credit Limit is increased to \$N/A.

MODIFICATION FEE

Borrower agrees to pay a Modification Fee of \$ N/A.

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ADDITIONAL AGREEMENTS

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 making of the modified payments under this Agreement.
- (b) All terms of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect.
- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents.
- (d) This Agreement is not effective unless signed by both Borrower and Lender.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

TCE National Bank

By: [Signature]
(Signature)

Date Jean Cocchiarella
Its Officer of TCE National Bank.

9/10/2018
Date of Lender's Signature

[Signature]
Borrower JOHN R. CHAVEZ

[Signature]
Borrower TERESA CHAVEZ Date

By signing, the Property Owner agrees to all the changes made to the Loan Documents under this Agreement.

[Signature] 9/16/2018
Property Owner JOHN R. CHAVEZ Date

[Signature] 9/18/2018
Property Owner TERESA CHAVEZ Date

[Space Below This Line for Acknowledgment]

LENDER ACKNOWLEDGEMENT

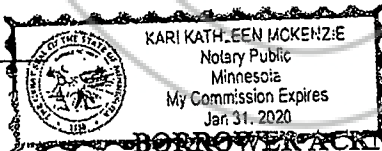
State of MINNESOTA)
)SS.
County of HENNEPIN)

The foregoing instrument was acknowledged before me this 10TH day of SEPTEMBER, 2018, by Jean Cocchiarella, the Officer, of TCE National Bank.

Notary Public: [Signature]

Printed Name: Kari Kathleen Mckenzie

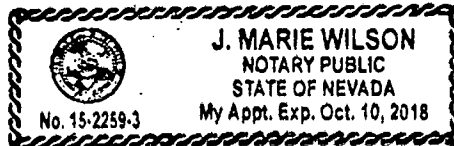
My Commission Expires:



BORROWER ACKNOWLEDGMENT

STATE OF Nevada
COUNTY OF Douglas

This instrument was acknowledged before me on this 18th day of September, 2018 by JOHN R. CHAVEZ AND TERESA CHAVEZ, CO-TRUSTEES OF THE CHAVEZ FAMILY TRUST DATED 06/04/2006, AS COMMUNITY PROPERTY FOR THE BENEFIT OF JOHN R. CHAVEZ AND TERESA CHAVEZ.



Doc 671 RL Page 5 of 6
02/26/2015

J. Marie Wilson
Notary Public

(SEAL)

TCE National Bank

By: [Signature]
(Signature)

Date: 9/10/18 Jean Cocchiarella
Its Officer of TCE National Bank.

Sept 10, 2018
Date of Lender's Signature

Borrower JOHN R. CHAVEZ

Borrower TERESA CHAVEZ Date

By signing, the Property Owner agrees to all the changes made to the Loan Documents under this Agreement.

Property Owner Date

Property Owner Date

[Space Below This Line for Acknowledgment]

LENDER ACKNOWLEDGEMENT

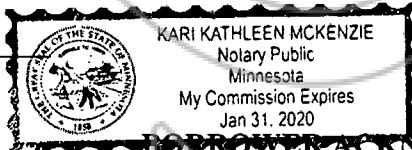
State of MINNESOTA)
)SS,
County of HENNEPIN)

The foregoing instrument was acknowledged before me this 10TH day of SEPTEMBER, 2018, by Jean Cocchiarella, the Officer, of TCE National Bank.

Notary Public: [Signature]

Printed Name: Kari Kathleen McKenzie

My Commission Expires:



BORROWER ACKNOWLEDGMENT

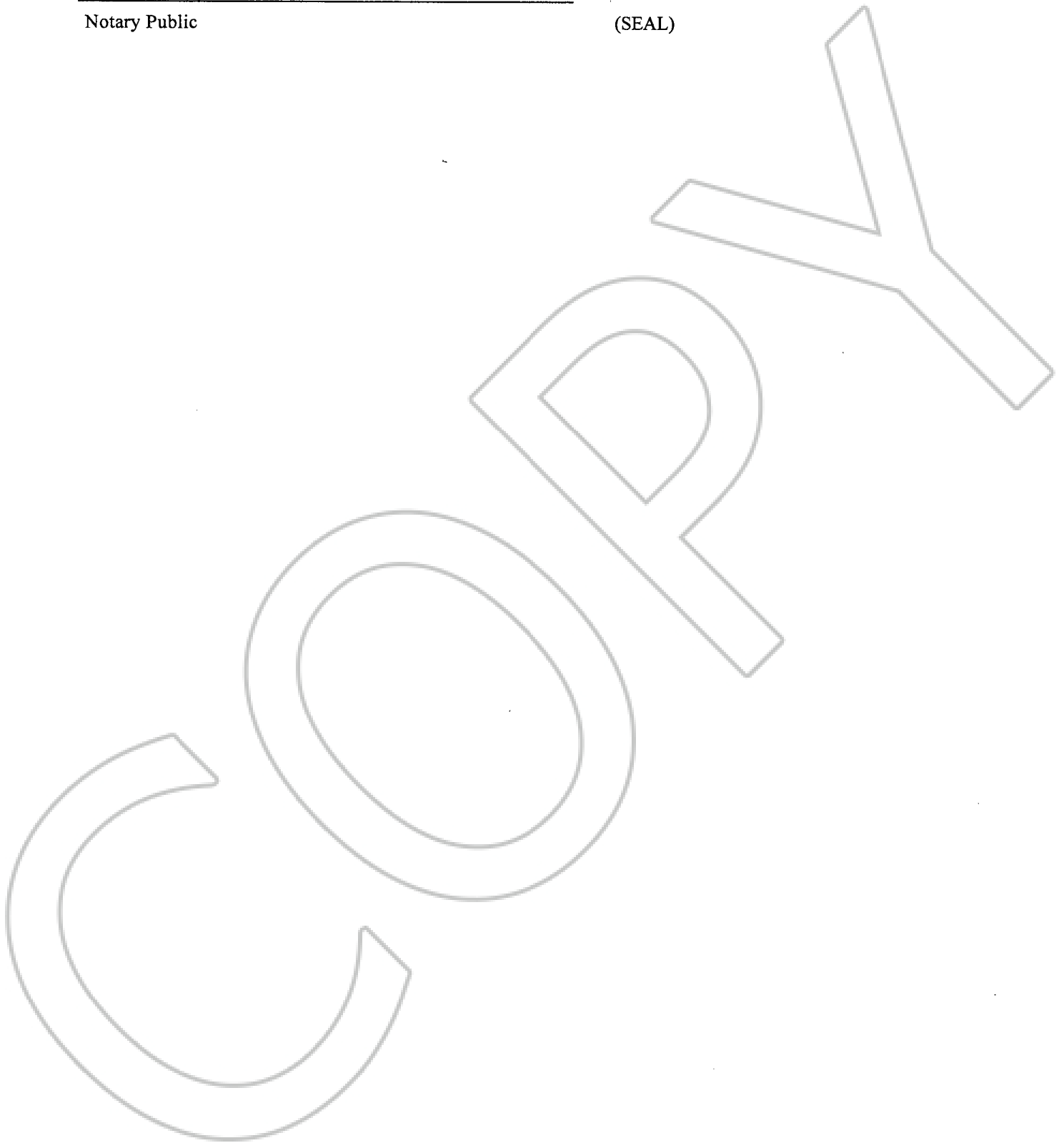
Borrower acknowledgment

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____ by JOHN R. CHAVEZ AND TERESA CHAVEZ, CO-TRUSTEES OF THE CHAVEZ FAMILY TRUST DATED 06/04/2006, AS COMMUNITY PROPERTY FOR THE BENEFIT OF JOHN R. CHAVEZ AND TERESA CHAVEZ.

Notary Public

(SEAL)



Commitment No 718350305

LEGAL DESCRIPTION

EXHIBIT "A"

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

LOT 42, AS SHOWN ON THE AMENDED PLAT OF ZEPHYR KNOLLS UNIT ON.2, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA ON JULY 5, 1957 AS DOCUMENT NO 12415

Parcel ID: 1318-10-312-024

Commonly known as 709 LAKEVIEW DR, Zephyr Cove, NV 89448
However, by showing this address no additional coverage is provided

