

After Recording Return To:

Zions Bancorporation, N.A. dba Nevada State Bank

7800 E Dorado Pl No. 150

Greenwood Village, CO, 80111

Loan Number: 361219030094610

Investors Loan Number:

MERS Number: 100019530000335250

[Space Above This Line For Recording Data]

**CONSTRUCTION CONVERSION MODIFICATION AGREEMENT
(Adjustable Interest Rate)**

**ONE ORIGINAL MODIFICATION AGREEMENT MUST BE EXECUTED BY THE
BORROWER: TO BE RECORDED IN THE LAND RECORDS WHERE THE
SECURITY INSTRUMENT IS RECORDED.**

This Construction Conversion Modification Agreement (the "Agreement"), made and effective this **1st day of March, 2021**, between **Zions Bancorporation, N.A. dba Nevada State Bank** ("Lender") and **MARVIN E GARRETT AND JUDITH W GARRETT AS TRUSTEES OF THE GARRETT FAMILY TRUST DATED APRIL 8, 1999** ("Borrower"), and **Mortgage Electronic Registration Systems, Inc.**, ("MERS"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the interim construction financing adjustable interest rate Note (the "Adjustable Rate Note") to Lender dated the **25th day of July, 2019**, in the original principal sum of U.S. \$ **2,000,000.00** and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Adjustable Rate Note and recorded in Book or Liber **n/a**, at pages **n/a**, Instrument No. **2019-932637** of the Official Records of **Douglas County, NV**. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

186 Dall Court, Carson City, NV, 89705

[Property Address]

the real property described being set forth as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT A

Borrower and Lender agree that on or before the date of this Agreement the construction or renovation, as applicable, of the Property has been completed and that all loan proceeds have been disbursed to Borrower in accordance with the terms of the Adjustable Rate Note. Borrower and Lender have agreed to modify the terms of the Adjustable Rate Note and Security Instrument in accordance with the terms of this Agreement. This Agreement is not a novation.

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Adjustable Rate Note and Security Instrument):

1. Current Loan Balance. As of **03/01/2021**, the amount payable under the Adjustable Rate Note and Security Instrument, each as modified by this Agreement (the "Unpaid Principal Balance"), is U.S. \$ **1,987,042.00**.

Interest, if any, has been paid through the date of this Agreement.

2. Note Modification. The terms and provisions of the interim construction financing stated in the Adjustable Rate Note in Paragraphs 2, 3 and 4, are amended and modified as follows:

(a) Interest. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the unpaid principal until the full amount of the Unpaid Principal Balance has been paid. Borrower must pay interest at a yearly rate of **3.375 %**. The interest rate will change in accordance with the terms of the Adjustable Rate Note as modified by this Agreement. This interest rate shall apply both before and after any default described in the Adjustable Rate Note.

(b) Payments. Borrower promises to pay principal and interest by making a payment every month. Each of the initial monthly payments will be in the amount of U.S. \$**8,784.64**. This amount may change. Changes in the monthly payment will reflect changes in the unpaid principal and in the interest rate. The Note Holder will determine the new interest rate and the changed amount of the monthly payment in accordance with this Agreement.

Borrower shall make the monthly payment on the first day of each month beginning on **04/01/2021**. Borrower shall make these payments every month until Borrower has paid all of the principal and interest and any other charges described in the Adjustable Rate Note. The monthly payments shall be applied as stated in the Adjustable Rate Note.

If on **03/01/2051** (the "Maturity Date"), Borrower still owes amounts under the Adjustable Rate Note and the Security Instrument, each as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Borrower must make the monthly payments at the place stated in the Adjustable Rate Note or such other place as Lender may require.

(c) Interest Rate and Monthly Payment Changes. The interest rate Borrower must pay may change on the first day of **03/01/2028**, and may change on that day every 12th month thereafter. Each date on which the interest rate could change is called a "Change Date."

Beginning with the first Change Date, the interest rate will be based on the Current Index as described in the Adjustable Rate Note.

Before each Change Date, the Note Holder will calculate the new interest rate by adding **Two and Twenty-Five Hundredths** percentage point(s) (**2.250%**) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated below, this rounded amount will be the new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that Borrower is expected to owe at the Change Date in full on the Maturity Date at the new interest rate in substantially equal payments. The result of this calculation will be the new amount of Borrower's monthly payment.

The interest rate Borrower must pay at the first Change Date will not be greater than **5.375 %** or less than **2.250 %**. Thereafter, the interest rate will never be increased or decreased on any single Change Date by more than **Two and Zero Hundredths** percentage point(s) (**2.000%**) from the rate of interest paid during the preceding 12 months. The interest rate will never be greater than **9.375 %** or less than the **Margin**.

The new interest rate will become effective on each Change Date. Borrower must pay the amount of the new monthly payment beginning on the first monthly payment date after the Change Date until the amount of the monthly payment changes again.

The Note Holder will provide Borrower notice of any changes in the interest rate and the amount of the monthly payment in accordance with the terms of the Adjustable Rate Note.

(d) Other Terms Remain in Effect. Other terms, including, without limitation, terms related to Borrower's right to prepay, loan charges, late charges and default, obligations of persons under the Note and the conditions under which Borrower must make payment in full in the event of a sale or transfer of the property, that are stated in the Adjustable Rate Note remain in full force and effect.

(e) Compliance with Covenants. Borrower shall 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.

3. Amendments to the Security Instrument. The terms and provisions of the interim construction financing stated in the Adjustable Rate Rider are amended and modified as follows:

(a) Interest Rate and Monthly Payment Changes. The interest rate Borrower must pay may change on the first day of **03/01/2028**, and may change on that day every 12th month thereafter. Each date on which the interest rate could change is called a "Change Date."

Beginning with the first Change Date, the interest rate will be based on the Current Index as described in the Adjustable Rate Note.

Before each Change Date, the Note Holder will calculate the new interest rate by adding **Two and Twenty-Five Hundredths** percentage point(s) (**2.250 %**) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated below, this rounded amount will be the new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that Borrower is expected to owe at the Change Date in full on the Maturity Date at the new interest rate in substantially equal payments. The result of this calculation will be the new amount of Borrower's monthly payment.

The interest rate Borrower must pay at the first Change Date will not be greater than 5.375% or less than 2.250 %. Thereafter, the interest rate will never be increased or decreased on any single Change Date by more than Two and Zero Hundredths percentage point(s) (2.000%) from the rate of interest paid during the preceding 12 months. The interest rate will never be greater than 9.375 % or less than the **Margin**.

The new interest rate will become effective on each Change Date. Borrower must pay the amount of the new monthly payment beginning on the first monthly payment date after the Change Date until the amount of the monthly payment changes again.

The Note Holder will provide Borrower notice of any changes in the interest rate and the amount of the monthly payment in accordance with the terms of the Adjustable Rate Note.

Additional changes to the Security Instrument are as follows; those marked are applicable:

- (a) Increase in Principal Balance. The Unpaid Principal Balance of the Note that is secured by this Security Instrument has been increased by U.S. \$.
- (b) Decrease in Principal Balance. The Unpaid Principal Balance of the Note that is secured by this Security Instrument has been decreased by U.S. \$ 12,958.00.
- (c) Change in Maturity Date. The Unpaid Principal Balance if not paid sooner is due in full not later than 03/01/2051.
- (d) Security Instrument Riders Cancelled. The rider(s) to the Security Instrument pertaining to the interim construction financing are null and void and of no further effect as of the date of this Agreement.
- (e) Additional Security Instrument Rider(s). The terms and conditions of the Security Instrument are further amended and modified by the terms and conditions stated in the Security Instrument Rider(s), dated the date of this Agreement, fully executed and delivered by Borrower, and attached to and incorporated into this Agreement by reference.

4. Recordation. This Agreement shall be recorded, together with any applicable attachments, in all places where the Security Instrument is recorded.
5. No Release. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Adjustable Rate Note or Security Instrument. Except where otherwise specifically provided in this Agreement, the Adjustable Rate Note and Security Instrument shall remain unchanged, and Borrower and

Lender will be bound by, and comply with, all of the terms and provisions of these instruments, as amended by this Agreement.

- 6. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate a corporation that is acting solely as nominee for Lender and Lenders's successors and assigns. MERS is the Beneficiary of record under the Security Instrument and this Agreement. MERS is a organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

In Witness Whereof, Lender and Borrower have executed this Agreement.

LENDER:

Zions Bancorporation, N.A. dba Nevada State Bank

By: _____

Name: James A. Morell

Title: Vice President

MORTGAGEE:

Mortgage Electronic Registration Systems, Inc.
as nominee for Zions Bancorporation, N.A. dba Nevada State Bank

By: _____

Printed Name: James A. Morell

Title: Vice President

BORROWER:

Marvin E. Garrett

(Borrower)
Marvin E Garrett

Judith W. Garrett (Seal)

(Borrower)
Judith W Garrett

[Space Below This Line For Acknowledgment In Accordance With Laws Of Jurisdiction]

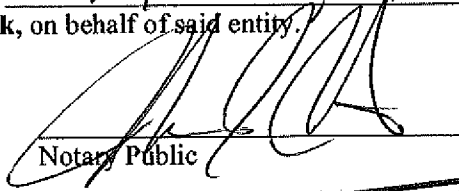
COBIAO (MN)

STATE OF ~~Nevada~~

COUNTY OF ARAPAHOE

This instrument was acknowledged before me this 12 day of MARCH 2021

by JANA MOYER, as VP, ZB NA of
Zions Bancorporation, N.A. dba Nevada State Bank, on behalf of said entity.

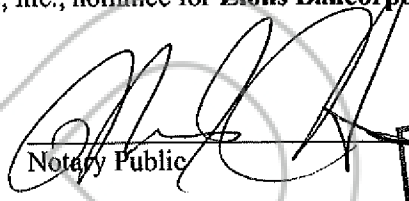

Notary Public

MICHAEL J HIRN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094009679
MY COMMISSION EXPIRES SEPTEMBER 17, 2021

C6b/A00Cmt1

STATE OF ~~Nevada~~
COUNTY OF ARAPAHOE

This instrument was acknowledged before me this 12 day of MARCH 2021
by JANA MOYER (name) VP, ZB NA (title)
on behalf of Mortgage Electronic Registration Systems, Inc., nominee for Zions Bancorporation, N.A. dba
Nevada State Bank.


Notary Public

MICHAEL J HIRN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094009679
MY COMMISSION EXPIRES SEPTEMBER 17, 2021

STATE OF Nevada
COUNTY OF _____

This instrument was acknowledged before me this _____ by **MARVIN E
GARRETT AND JUDITH W GARRETT AS TRUSTEES OF THE GARRETT FAMILY TRUST DATED
APRIL 8, 1999 .**

Notary Public

My Commission Expires: _____

SEE ATTACHED NOTARIAL
ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)

I hereby certify that on this day, before me, _____, personally appeared _____, to me well known to the person(s) described in and who executed the foregoing instrument and acknowledged before me that executed the same for the purpose therein expressed.

Witness my hand and official seal this _____ day of _____, 2021.

X

Notary Public

My Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

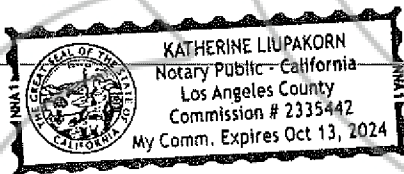
State of California

County of Los Angeles

On February 27th, 2021 before me, Katherine Liupakorn, Notary Public personally appeared Marvin E. Garrett and Judith W. Garrett

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 Katherine Liupakorn

OPTIONAL (Information below is not required by law, but may prove to be of value to persons relying on the Document)

Description of Attached Document

Title or Type of Document: Construction Conversion Modification Agreement

Document Date: _____ Number of Pages: _____

Signers Other Than Named Above: _____

EXHIBIT 'A'

PARCEL 1
LOT 196 OF CLEAR CREEK TAHOE - PHASE 1A & 1B, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON NOVEMBER 18, 2016, AS FILE NO. 2016-890939, OFFICIAL RECORDS, AS AMENDED BY CERTIFICATE OF AMENDMENT RECORDED JANUARY 23, 2017, AS FILE NO. 2017-893667.

PARCEL 2
EASEMENTS GRANTED IN THAT CERTAIN MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR CLEAR CREEK TAHOE, RECORDED SEPTEMBER 27, 2016 AS DOCUMENT NO. 2016-888265, OFFICIAL RECORDS.

parcel#141904002008