



00174495202310020010060066

SHAWNYNE GARREN, RECORDER

APN# 1419-03-002-013

Recording Requested by/Mail to:

Name: First Interstate Bank-Post Closing 4th Floor

Address: 104 S Wolcott

City/State/Zip: Casper, WY 82601

Mail Tax Statements to:

Name: _____

Address: _____

City/State/Zip: _____

Loan Modification Agreement

Title of Document (required)

------(Only use if applicable)-----

The undersigned hereby affirms that the document submitted for recording
DOES contain personal information as required by law: (check applicable)

Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

Judgment – NRS 17.150(4)

Military Discharge – NRS 419.020(2)

Signature

Printed Name

This document is being (re-)recorded to correct document # _____, and is correcting

Loan No.: 5510832
WHEN RECORDED, MAIL TO:
First Interstate Bank
Post Closing – 4th Floor
104 S Wolcott
Casper, WY 82601
(307) 235-4273

This instrument was prepared by:
First Interstate Bank
1125 NW Bond St
Bend, OR 97703
(307) 235-4273

[Space Above This Line For Recording Data]

MERS MIN: 100282100055108323

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement (“Agreement”), made this 13th day of October, 2023, between Chris Shepherd, as a single man (“Borrower”), First Interstate Bank (“Lender”), and Mortgage Electronic Registration Systems, Inc. (“MERS”) [(“Mortgagee”)] [(“Beneficiary”)], amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the “Security Instrument”) dated November 15th, 2021 and recorded in Book or Liber November 22nd, 2021 on document number 2021-977485 of the Douglas County 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”, 230 Walton Toll Road, Carson City, NV 89701, property described being set forth as follows:

See Exhibit A

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 October 13, 2023, the amount payable under the Note and the Security Instrument (the “Unpaid Principal Balance”) is U.S. \$2,988,627.78, 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 4.0%, from November 1st, 2023. Borrower promises to make monthly payments of principal and interest of U.S. \$14,268.17, beginning on the 1st day of December, 2023, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.0% will remain in effect until principal and interest are paid in full. If on November 1st, 2053 (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 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.
- (f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging .

- (g) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the [Mortgagee] [Beneficiary] of record under the Security Instrument and this Agreement. MERS is 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.

Donna E Smith (Seal)
First Interstate Bank - Lender

[Signature] (Seal)
Chris Shepherd - Borrower

By: Donna E Smith, VP

11-2-2023

Date of Lender's Signature

Donna E Smith
Mortgage Electronic Registration Systems, Inc.
Nominee for Lender
Donna E Smith, Assistant Secretary

MERS Nominee Dated: 11-2-2023

STATE of _____
COUNTY of _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____, Borrower(s).

Notary Public
Loose Certificate
Attached

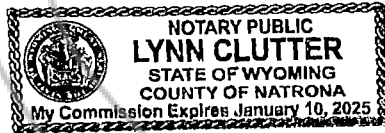
10/30/2023

JMC

Printed Name _____
Notary Public for the
State of _____
Residing in _____, _____
My Commission Expires _____

STATE of Wyoming
COUNTY of Natrona

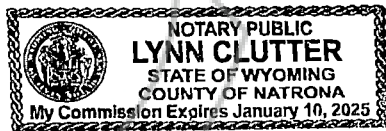
The foregoing instrument was acknowledged before me this 2nd day of November 2023, by
Donna E Smith, VP as Lender on behalf of First Interstate Bank.



Lynn Clutter
Printed Name Lynn Clutter
Notary Public for the
State of Wyoming
Residing in Casper, Wyoming
My Commission Expires 01-10-2025

STATE of Wyoming
COUNTY of Natrona

The foregoing instrument was acknowledged before me this 2nd day of November 2023, by
Donna E Smith, Assistant Secretary as Mortgagee on behalf of Mortgage Electronic Registration Systems, Inc.



Lynn Clutter
Printed Name Lynn Clutter
Notary Public for the
State of Wyoming
Residing in Casper, Wyoming
My Commission Expires 01-10-2025

[Space Below This Line for Acknowledgements]

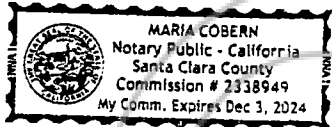
CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Santa Clara }
On 10/30/2023 before me, Maria Cobern, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Chris Shepherd
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 *Maria Cobern*
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Loan Modification Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Exhibit A

PARCEL 1

LOT 215 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, AND AMENDED BY CERTIFICATE OF AMENDMENT RECORDED JUNE 13, 2018, AS FILE NO. 2018-915417, AND AMENDED BY CERTIFICATE OF AMENDMENT RECORDED JUNE 13, 2018, AS FILE NO. 2018-915418.

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, AND AMENDMENTS THERETO RECORDED AS DOCUMENT NUMBERS 890755, 902099 AND 9164065.

