

APN# 1419-27-610-013

Recording Requested by/Mail to:
Name: FIRST INTERSTATE BANK
Address: 104 S WOLCOTT ST
City/State/Zip: CASPER, WY 82601

Mail Tax Statements to:
Name: Scott Ibister & Aileen Mciver
Address: PO BOX 1613
City/State/Zip: Genoa, NV 89411



SHAWNYNE GARREN, RECORDER

LOAN MODIFICATION AGREEMENT

Title of Document (required)

Please complete the Affirmation Statement below:

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)
- Military Discharge – NRS 419.020 (2)
- Other NRS _____ (state specific law)

-OR-

I the undersigned hereby affirm the attached document, including any exhibits, hereby submitted for recording does NOT contain the personal information of any person(s). (Per NRS 239B.030)

Signature
Annamarie Oesterreich
Printed Name

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

Loan No: 5516847
WHEN RECORDED MAIL TO:
First Interstate Bank
Post Closing – 4th Floor
104 S. Wolcott
Casper, WY 82601

This instrument was prepared by:
First Interstate Bank
1070 NW Bond St
Bend, OR 97703
541-678-6807

SPACE ABOVE THIS LINE FOR RECORDS USE

MERS MIN: 10028210055168475

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT, made this 28th, day of **December, 2023**, modifies the (Fixed) Rate Note with Construction Loan Addendum Amending Note (the "Note"), and the Security Instrument with Residential Construction Rider to the Security Instrument, recorded on April 25th, 2022 on **Document number 2022-984146** of the Douglas County Register of Deeds ("Security Instrument") each dated April 20th, 2022 (collectively the "Loan Documents"), previously executed by the undersigned Scott E Ibister and Aileen A McIver (the "Borrowers") in favor of **First Interstate Bank** (the "Lender") and Mortgage Electronic Registration Systems, Inc. ("MERS") ["Mortgagee"] ["Beneficiary"]. The Loan Documents evidence a construction loan (the "Loan") which has both a construction loan phase (the "Construction Phase") and a permanent loan phase (the "Permanent Phase"). All terms defined in the Note and Construction Loan Agreement shall have the same meaning in this Modification Agreement. The "Property", located at 279 James Canyon Loop, Genoa, Nevada 89411, the real property described being set forth as follows:

Lot 14 in Block A as set forth on Final Subdivision Map a Planned Development PD00-16 for MOUNTAIN MEADOW ESTATES, PHASE 1, filed for record with the Douglas County Recorder on March 6, 2002, in Book 302, at Page 2214, as Document No. 536360, Official Records.

This Modification Agreement modifies the Loan Documents to change the Construction Completion Date and the Permanent Mortgage Date.

In consideration of the mutual promises and agreements exchanged, with the intent to be legally bound, Borrower and Lender agree as follows:

I. CONSTRUCTION PHASE MODIFIED

- A. **CONSTRUCTION PHASE COMPLETION DATE.** The Completion Date of the Construction Phase is changed from 01/01/2024 to 02/01/2024.
- B. **CONSTRUCTION PHASE INTEREST.** Borrower will continue to pay interest at the rate stated in the Note (the "Note Rate") on the amounts advanced during the construction phase as provided in the Construction Loan Rider Amending Note.
- C. **Permanent Phase**
 - a. **The Note is modified so that the first Principal and interest payment will be due on 03/01/2024.**
 - b. **The Maturity Date of the Note will change to 02/01/2054.**

In consideration of the mutual promises and agreements exchanged, with the intent to be legally bound, Borrower and Lender agree as follows:

III. EXTENSION FEE

Borrower will pay an extension fee of \$0.00 to Lender.

IV. OTHER TERMS UNCHANGED.

Except as provided in this Modification Agreement, the terms of the Note, the Security Instrument and the Construction Loan Agreement remain unchanged, and the Borrower and Lender by this Agreement ratify, confirm, and agree to the Loan Documents as modified and changed by this Modification Agreement.

Tami Burlingame (Seal)
First Interstate Bank - Lender

By: Tami Burlingame, AVP

1-17-24
Date of Lender's Signature

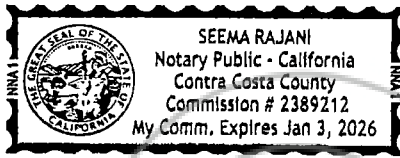
Scott E Ibister (Seal)
Scott E Ibister - Borrower

Aileen A. McIver (Seal)
Aileen A McIver - Borrower

Tami Burlingame
Mortgage Electronic Registration Systems, Inc.
Nominee for Lender
Tami Burlingame, Assistant Secretary
MERS Nominee Dated: 1-17-24

STATE of California
COUNTY of Contra Costa

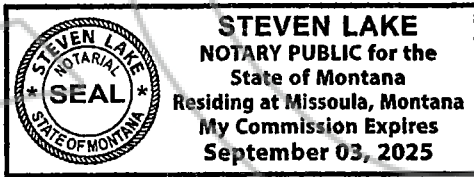
The foregoing instrument was acknowledged before me this 13 day of January, 2024, by Scott E Ibister and Aileen A McIver, Borrower(s).



Signature Seema Rajani
Printed Name Seema Rajani
Notary Public for the
State of California
Residing in Danville, CA
My Commission Expires 1/3/2026

STATE of Montana
COUNTY of Missoula

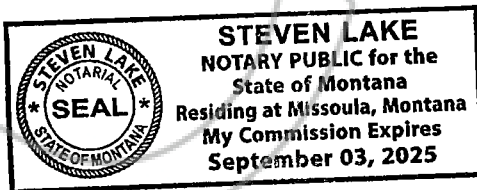
The foregoing instrument was acknowledged before me this 17th day of January, 2024, by Tami Burlingame, AVP as Lender on behalf of First Interstate Bank.



Signature SAL
Printed Name Steven Lake
Notary Public for the
State of Montana
Residing in Missoula, Montana
My Commission Expires 9-3-25

STATE of Montana
COUNTY of Missoula

The foregoing instrument was acknowledged before me this 17th day of January, 2024, by Tami Burlingame, Assistant Secretary as Mortgagee on behalf of Mortgage Electronic Registration Systems, Inc.



Signature SAL
Printed Name Steven Lake
Notary Public for the
State of Montana
Residing in Missoula, Montana
My Commission Expires 9-3-25

[Space Below This Line for Acknowledgements]