



Motorola Employees Credit Union

Prepared by and Return to:
MECU
1205 E. Algonquin Rd.
Schaumburg, Illinois 60196

DOC # 0216895

03/28/2011

03:07 PM

Official Record

Recording requested By
MOTOROLA EMPLOYEES CREDIT UNION

Eureka County - NV
Mike Rebaleati - Recorder

Fee \$16.00

Page 1 of 3

RPTT:

Recorded By: FES

Book- 513 Page- 0145



0216895

Member Name **Iris Grossman**
MECU Account Number **11299552**
MECU Mortgage Loan Number **27874635**
Mortgage Type **5/1 ARM**
Original Loan Amount **\$150,840.00**
Original Rate **6.375%**
Original Loan Date **December 5, 2008**
Payment Amount **\$941.05 P&I**
Present Balance **\$147,254.48**

H25250435

RATE MODIFICATION

WHEREAS, **Iris Grossman** (hereinafter referred to as "Mortgagors") did therefore obtain a loan from MOTOROLA EMPLOYEES CREDIT UNION, SCHAUMBURG, ILLINOIS, a state chartered credit union, having its principal place of business in the city of Schaumburg, Illinois (hereinafter sometimes referred to as the "Credit Union"), in the principal sum of **One Hundred Fifty Thousand Eight Hundred Forty Dollars**, evidenced by the principal promissory note dated **December 5, 2008**, executed by said **Iris Grossman**, payable to the order of Bearer, and being payable together with interest thereon at the rate of **6.375%** per annum on the unpaid balance in accordance with the terms of the note and disclosure, in monthly installments of **\$941.05 P&I** on the 1st day of **February, 2009**, and a like on the 1st day of each and every month thereafter until the next adjustment period; and

WHEREAS, to secure the payment of the said note and indebtedness, the said Mortgagors did also execute and deliver a trust deed in the principal sum of **One Hundred Fifty Thousand Eight Hundred Forty Dollars**, dated and recorded in the Recorder's office of **Eureka County, Nevada**, and to the successors in the trust therein named, the real estate commonly known as:

1265 Gitla Ave., Eureka, Nevada 89316
Recorded: December 12, 2008
Document Number: 0212947; Book 0484; page 0001

described in the said trust deed, to-wit;

PARCEL 2-1 AS SHOWN ON THAT CERTAIN PARCEL MAP FOR WILD BALANCE CORP. FILED IN THE OFFICE OF THE COUNTY RECORDER OF EUREKA COUNTY, STATE OF NEVADA, ON MARCH 6, 2008, AS FILE NO. 211697, BEING A PORTION OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 24 EAST, MDB&M. EXCEPTING THEREFROM ALL COAL AND OTHER VALUABLE MINERALS IN PATENT FROM THE UNITED STATES OF AMERICA, RECORDED JANUARY 24, 1956, IN BOOK 24 OF DEEDS, AT PAGE 501, EUREKA COUNTY, NEVADA.

PIN: 007-450-16

WHEREAS, by the virtue of payments made by said Mortgagors from time to time, the unpaid balance of the principal on the said note, trust deed and indebtedness was reduced to the sum of **\$147,254.48**, as of **January 26, 2011**; and

WHEREAS, the said MOTOROLA EMPLOYEES CREDIT UNION, SCHAUMBURG, ILLINOIS, is the legal owner of the said note, trust deed and indebtedness and the parties hereto have


agreed hereto have agreed to modify the terms and provisions of the said note and trust deed in the following respects:

By allowing the interest rate to be reduced on the balance of the principal remaining unpaid on the said note and the trust deed of **December 5, 2008**, without change to and in accordance with terms of the original note and disclosure.

NOW, THEREFORE, for and in consideration of the promises, and for other good and valuable considerations, the receipt and adequacy of which are hereby expressly acknowledged, the parties hereto do hereby mutually covenant and agree as follows:

1. The said Credit Union does hereby agree to maintain the rate of interest on the balance of the principal remaining unpaid on the said note, trust deed, and indebtedness of **3.875%** per annum. The said rate will be effective for next payment due date (if signed modification is received at least 10 business days prior to that due date) until **January 1, 2014**, whereas the following rate adjustment period will again be in accordance to the original note and disclosure.
2. The monthly installments of principal and interest payable on the said note and trust deed will change to **\$720.02 P&I** and will continue to be due on the 1st day of each and every month thereafter, in effect until the next rate adjustment period.
3. By reason of the modification hereinabove made, the present balance of principal remaining unpaid on the said note and this Agreement shall be payable, together with the interest at the rate of **3.875%** per annum on the balance of such principal sum remaining from time to time unpaid in monthly installments as indicated by the above item (2) without change to and in accordance with terms of the original note and disclosure.. The said monthly installments shall be first applied to interest on the unpaid balance, and the remainder to principal, and said monthly installments are payable to the Credit Union.
4. Except as herein modified, all the terms, covenants, agreements and provisions contained in the said Promissory Note and Trust Deed (Mortgage) are hereby in all respects adopted, and approved, confirmed and ratified and shall remain in full force and effect, and the said Mortgagors jointly and severally agree to perform the same as therein in this Agreement set forth.
5. The terms and provisions contained in this Agreement shall be binding upon and insure to the benefit of the said Credit Union, its successors and assigns, and shall likewise be binding upon and insure to the benefit of the said Mortgagors, their respective heirs, executors, administrators, personal representatives, successors and assigns.
6. The said Mortgagors, jointly agree that this modification is a one time amendment to the original Promissory Note and Trust Deed (Mortgage) dated **December 5, 2008** only. No other changes, amendments or modifications will be permitted after this agreement has been executed.

Approved  2/18/11
Motorola Employees Credit Union date

Approved  2/15/11
Motorola Employees Credit Union date

Dated and executed this 1ST day of FEBRUARY, 2011

[Signature]
Iris Grossman

N/A

State of NC

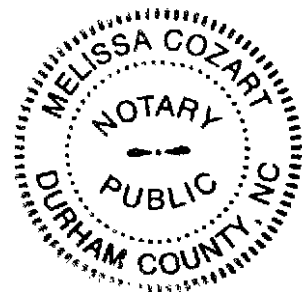
County of Durham

I, the undersigned, a Notary Public in the and for the said County and State aforesaid, DO
HEREBY CERTIFY THAT Iris Grossman
who is/are personally know to me to be the same person(s) whose name(s) are subscribed to the foregoing
instrument, appeared before me this day in persona and acknowledged that he/she/they signed, sealed, and
delivered the said instruments as his/her/their free and voluntary act, for the uses and purposes therein set
forth, including the releases and waiver of the right of Homestead.

Given under my hand and Notarial Seal this 1 day of February, 2011

[Signature]
Notary Public

MY COMMISSION EXPIRES April 13, 2014



0216895

Book 513 03/28/2011
Page: 147 Page 3 of 3