

DOC # 0211742

04/03/2008

03:30 PM

Official Record

Recording requested By
STEWART TITLE

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$18.00

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RPTT:

Recorded By FS

Book- 0471 Page- 0235



0211742

After Recording Return To:
ZIONS FIRST NATIONAL BANK,
N.A.
255 N. ADMIRAL BYRD RD
SALT LAKE CITY, UT 84116
ATTN:

[Space Above This Line For Recording Data]

2008-0211742

LOAN MODIFICATION AGREEMENT
(To a Fixed Interest Rate)

MCCORD
Loan #: 3806110001
PIN: 007-380-70
MIN: 100019538061100018

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement (the "Agreement"), made and effective this 11TH day of MARCH, 2008, between ZIONS FIRST NATIONAL BANK, N.A. ("Lender") and WADE E MCCORD, A MARRIED PERSON ("Borrower"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated the 25TH day of JULY, 2007, in the original principal sum of U.S. \$135,300.00 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 Note and recorded in Book or Liber 0460, at pages 0417, of the COUNTY Records [Name of Records] of EUREKA. [County and State, or other Jurisdiction] The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

138 TAYLOR LANE, EUREKA, NV 89316
[Property Address]

the real property described being set forth as follows:

LOT 1 OF PARCEL 2 AS SHOWN ON THAT CERTAIN PARCEL MAP FOR ERNEST W TAYLOR AND DONNA A TAYLOR, FILED IN THE OFFICE OF THE COUNTY RECORDER OF EUREKA COUNTY, STATE OF NEVADA, ON DECEMBER 1, 1989, AS FILE NO. 130799, BEING A PORTION OF LOT 9, SECTION 29, TOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.B. & M. EXCEPTING THEREFROM ALL THE OIL AND GAS IN SAID LAND AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA, RECORDED MARCH 21, 1966, IN BOOK 10, PAGE 205, OF OFFICIAL RECORDS, EUREKA COUNTY, NEVADA. ALSO INCLUDING A MANUFACTURED HOME IDENTIFIED AS MANUFACTURER: WOODLAND MILL, MODEL: 04-4483X, YEAR: 2007 WHICH IS AFFIXED AND ATTACHED TO THE LAND AND IS PART OF THE REAL PROPERTY.

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

1. **Current Balance.** As of MARCH 14, 2008, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$135,300.00.

This document was recorded by
Stewart Title of Northeastern Nevada as
an accommodation only. It has not been
examined as to its execution or as to its
effects upon the title.

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest Rate) Single Form 5161

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Form 5161

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2. Interest Rate. 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 6.375%, beginning **MARCH 14, 2008**, both before and after any default described in the Note. The yearly rate of 6.375% will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. \$844.10, beginning on the 1ST day of **MAY, 2008**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **APRIL 1, 2038**, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
4. Place of Payment. Borrower must make the monthly payments at **255 N. ADMIRAL BYRD RD, SALT LAKE CITY, UT 84116** or such other place as Lender may require.
5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
6. Property Transfer. 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 given in accordance with Section 15 of the Security Instrument, 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 this Security Instrument without further notice or demand on Borrower.
7. Compliance with Covenants. 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.

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. Except where otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.



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

Wade E. McCord 3-14-08
- BORROWER - WADE E MCCORD - DATE -

[Space Below This Line For Acknowledgment in Accordance with Laws of Jurisdiction]

Notary Acknowledgement to Modification

STATE OF NEVADA)

COUNTY OF Elko) ss.

I hereby certify on this day, before me J. Lanae Redo (notary), personally appeared

Wade E. McCord

known to be the person(s) described in and who executed the foregoing Loan Modification Agreement and acknowledged before me that he/she/they executed the same for the purpose therein expressed.

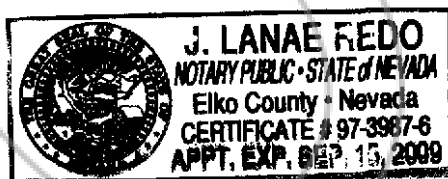
Witness my hand and official seal this 14th day of March, 2008

J. Lanae Redo

Notary Public

Residing at: Elko, NV

My Commission Expires: Sept. 15, 2009



3806110001

ZIONS FIRST NATIONAL BANK, N.A.

Name of Lender

Mumery Rackley
By: MEMOREZ RACKLEY
OFFICER

STATE OF Utah

COUNTY OF Salt Lake

)
) ss.
)

I hereby certify on this day, before me TIFFANY E. Siefert (notary), personally appeared MEMOREZ RACKLEY known to be the OFFICER of the corporation named and that he/she/they acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation.

Witness my hand and official seal this 17 day of March 2008

Tiffany E. Siefert
Notary Public

Residing at: W 400

My Commission Expires: 9.21.10

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest Rate)—Single Family—Freddie Mac UNIFORM INSTRUMENT

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VIN/SERIAL NO. : NNID42122AB 6028 3FBR: MAKE: WOODLAND MILL:
MODEL: 04-4483X:PLAN: 448: YEAR: 2008: HUD ID NO. IDA225833 AND
IDA225834: WHICH IS AFFIXED AND ATTACHED TO THE LAND AND
IS PART OF THE REAL PROPERTY.



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