## DOC # 0128738

Official Record

Recording requested By ZIONS MANAGEMENT SERVUCES

Lincoln County - NV Leslie Boucher - Recorder

Fee: \$44.00 RPTT .

Page 1 of 6 Recorded By: LB

Book- 230 Page- 0366



Raturn To:

Zions First National Bank, N.A.

Attn: Shipping Department 255 N Admiral Byrd Rd

Salt Lake City, Utah 84116

1418855386

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## LOAN MODIFICATION AGREEMENT (To a Fixed Interest Rate)

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 A2th Ų¢yglyghį, žūbb , between Zions First National Bank, N.A.

day of

FEBRUARY, 2007 ("Lender") and

LORIN J WILKIN and AMY JO WILKIN, husband and wife

("Borrower"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated the 1211 18THday of October, 2006 , in the original principal sum of U.S. \$ 302,000.00 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 Note and recorded in Book or Liber 224 pages 244-265 , of the County Records [Name of Records] of LINCOLNE FREE NV . [County and State, or other Jurisdiction]. The Security

化液体失败的 。 MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest Rate) - Single Family - Freddle Mac UNIFORM INSTRUMENT

Form 5161 3/04

-894R (0404)

Initials: LJW, Page 1 of 5

VMP Mortgage Solutions

(800)521-7291



Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

92 WILKIN DRIVE, PIOCHE, NV 89043

[Property Address] ...

the real property described being set forth as follows:

PARCEL NO.3 OF PARCEL NAP BOOK PLAT "B" PAGE 108, DATED MAY 8, 1998, OF
THE RECORDS OF THE LINCOLN COUNTY RECORDER'S DEFICE.

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):

- Current Balance. As of March 5, 2007 , the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S.\$ 251,200.00 .
- 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 6.7500 %, beginning March 5, 2007 , both before and after any default described in the Note. The yearly rate of 6.7500 % will remain in effect until principal and interest is paid in full.

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Form 5161 3/04

- 3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S.\$ 1,629.28, beginning on the 1st day of May, 2007, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on April 1, 2037 (the "Manurity 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 Manurity Date.
- Place of Payment. Borrower must make the monthly payments at
   255 N Admiral Byrd Road Sait Lake City, Utah 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.

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-894R (0404)

Page 3 of 5

Initials: LTWX Form 5161 3/0

In Witness Whereof, Lender and l	Borrower have ex	ecuted this Agreement.	_ \ \
LORIN J WILKIN	(Seal) -Borrower	X JUNILLIN	(Seal) -Borrower
	(Seal)		(Seal)
	-Borrower		-Borrower
	-Borrower		-Borrower
	(Seal)		(Seal)

-Borrower

Zions First National Bank, N.A.

ANNETTE W ANDERSON ASST. VICE PRESIDENT

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-894R (0404)

Page 4 of 5 .... Form 5161 3/04

-Borrower

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

See Attached Hotary Acknowledgement as Page 6

1418855936

-894R (0404)

Page 5 of 5

Form 5161 3/04

## Notary Acknowledgement to Modification

/	STATE OF WOULD SS:
,	
	I hereby certify that on this day, before me HUSON ON ON (notary), personally appeared LORIN J WILKIN and ANY JO WILKIN, husband and wife
	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 3rd day of Maven. 2007.
	Notary Public  ALYSON LONG NOTARY PUBLIC - STATE of NEVADA Lincoln County - Nevada
\	Residing at: Lincoln County Nevada My Commission Expires: Navan 17, 2008
	STATE OF UTAH
	COUNTY OF SALT LAKE )SS:
	I hereby certify that on this day, before me, MARY MILLS
	(notary), personally appeared ANNETTE W ANDERSON known to be
	the YIUE /MMESIDENT ASST. VICE PRESIDENT 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 6 day of MARCH , 2007
	May Mills
	Notary Public Residing at:
١,	My commission Expires: NOTARY PUBLIC
	MARY MILLS 265 North Admiral Byrd Rd
١,	Salt Lake City, UT 84116 My Commission Expires June 15, 2010
	STATE OF UTAH