

Official Record

Recording requested By
FIRST AMERICAN TITLE

Lincoln County - NV
Leslie Boucher - Recorder

Fee: \$42.00

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RPTT:

Recorded By: LB

Book- 245 Page-

0369



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After Recording Return To:
ZIONS FIRST NATIONAL
BANK, N.A.
255 N. ADMIRAL BYRD RD
SALT LAKE CITY, UT 84116
(801) 326-5710

[Space Above This Line For Recording Data]

LOAN MODIFICATION AGREEMENT
(To a Fixed Interest Rate)

CHEENEY

Loan #: 3958070000

PIN: 006-301-54

MIN: 100019539580700007

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 7TH day of OCTOBER, 2008, between ZIONS FIRST NATIONAL BANK, N.A. ("Lender") and SHANE R CHEENEY ("Borrower"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated the 11TH day of AUGUST, 2008, in the original principal sum of U.S. \$132,400.00 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 243, at pages 598, of the COUNTY Records [Name of Records] of LINCOLN. [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:

5262 ECHO DAM ROAD, PIOCHE, NV 89043

[Property Address]

the real property described being set forth as follows:

PARCEL #1 OF THE HENRY M. BULLOCH/CHEENEY SUPPLEMENTAL PARCEL MAP RECORDED IN BOOK C PAGE 405 FILE #131737 OF THE LINCOLN COUNTY RECORDS. VIN# NNID41769AB; HUD ID'S IDA221650 & IDA221651; MAKE - NASHUA; MODEL - 545. "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

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

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follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. Current Balance. As of **OCTOBER 9, 2008**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$132,400.00**.
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 **6.000%**, beginning **OCTOBER 9, 2008**, both before and after any default described in the Note. The yearly rate of **6.000%** 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. **\$793.80**, beginning on the **1ST** day of **DECEMBER, 2008**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **NOVEMBER 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



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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.

Shane R Cheeny 10-8-08
- BORROWER - SHANE R CHEENEY - DATE -

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

Notary Acknowledgement to Modification

STATE OF ~~NEVADA~~ Utah
COUNTY OF ~~BINCOLN~~ Washington } ss.

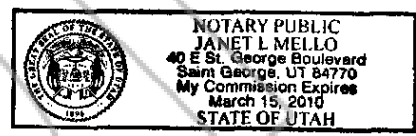
I hereby certify on this day, before me Janet L. Mello (notary),
personally appeared

Shane R. Cheeny

, 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 8 day of October 2008

Janet L. Mello
Notary Public
Residing at New Harmony, UT
My Commission Expires: 3-15-2010





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ZIONS FIRST NATIONAL BANK, N.A.

Name of Lender

David B. Turner

By: DAVID B TURNER

VICE PRESIDENT

STATE OF

Utah

COUNTY OF

Washington

) ss.

I hereby certify on this day, before me Janet L. Mello (notary), personally appeared DAVID B TURNER known to be the 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

8

day of

October 2008

Notary Public

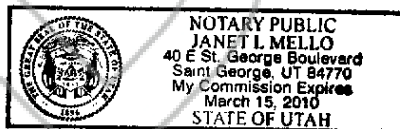
Residing at

My Commission Expires:

Janet L. Mello

New Harmony, UT

3-15-2010



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

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Form 5161
3/04