

Official Record

Recording requested By  
RUTH RUHL P.C

Lincoln County - NV  
Leslie Boucher - Recorder

Fee \$18.00 Page 1 of 5  
RPTT Recorded By: LB  
Book- 275 Page- 0145



0142186

APN No.: 008-291-29

After Recording Return To:  
RUTH RUHL, P.C.  
Attn: Recording Department  
2801 Woodside Street  
Dallas, Texas 75204

Prepared By:  
RUTH RUHL, P.C.  
2801 Woodside Street  
Dallas, Texas 75204

Loan No.: 1418898290

**LOAN MODIFICATION AGREEMENT**

This Loan Modification Agreement ("Modification"), is effective July 1st, 2012, between John Kevin Lee and Alyssa Lee

("Borrower") and

Bank of Nevada

("Lender"),

and amends and supplements (1) the Note (the "Note") made by the Borrower, dated January 12th, 2007, in the original principal sum of U.S.\$ 390,000.00, and (2) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), recorded on February 16th, 2007, in Book/Liber 228, Page 648, Instrument No. N/A, Official Records of Lincoln County, Nevada

The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at 150 Sharp Ranch Road, Alamo, Nevada 89001



Loan No.: 1418898290

That real property is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower  is,  is not, the occupant of the Property.

2. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$ 0.00 , have been added to the indebtedness under the terms of the Note and Security Instrument. As of July 1st, 2012 , the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 361,916.91

3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.000 % , beginning July 1st, 2012 . The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,727.85 , beginning on the 1st day of August, 2012 and continuing thereafter on the same day of each succeeding month. If on July 1st, 2042 , (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at 1 Corporate Drive, Suite 360, Lake Zurich, Illinois 60047 or at such place as the Lender may require.

4. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.

5. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN CITY OF ALAMO, COUNTY OF LINCOLN, STATE OF NEVADA BEING KNOWN AS PARCEL 2 OF THE PARCEL MAP OF JOSEPH AND DORLENE SHARP TRUST, U/A/D 8/20/90 RECORDED JUNE 18, 2003 IN BOOK B, PAGE 493, FILE NO. 120338 IN THE OFFICIAL RECORDS OF THE LINCOLN COUNTY RECORDER, SUCH PARCEL BEING 3.328 ACRES

EXCEPTING THEREFROM ANY PORTION OF LAND CONVEYED TO THE STATE OF NAVADA FOR HIGHWAY PURPOSES IN DEED RECORDED APRIL 2, 1962 IN BOOK L-1 OF DEEDS PAGE 480 LINCOLN COUNTY NAVADA RECORDS, AND BEING MORE FULLY DESCRIBED IN DEED BOOK 174 PAGE 464 RECORDED ON 07/07/2003 AMONG THE LAND RECORDS OF LINCOLN COUNTY, NV.

BEING THE SAME PROPERTY CONVEYED TO JOHN KEVIN LEE, ALYSSA LEE BY DEED FROM JOSEPH L. SHARP, DORLENE SHARP DATED 06/30/2003, recorded 07/07/2003, DEED BOOK 174 PAGE 464.

Parcel ID Number: 008-201-29



0142186

Book: 275  
Page: 148

11/06/2012  
Page: 4 of 5

Loan No.: 1418898290

[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

8/22/12 \_\_\_\_\_ *[Signature]* (Seal)  
Date John Kevin Lee -Borrower

08-22-12 \_\_\_\_\_ *[Signature]* (Seal)  
Date Alyssa Lee -Borrower

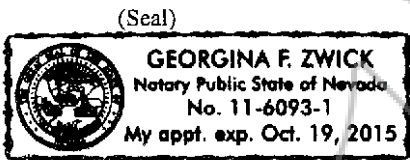
\_\_\_\_\_ (Seal)  
Date -Borrower

\_\_\_\_\_ (Seal)  
Date -Borrower

**BORROWER ACKNOWLEDGMENT**

State of Nevada §  
County of Lincoln Clark §

The foregoing instrument was acknowledged before me August 22, 2012 ,  
by John Kevin Lee and Alyssa Lee



*[Signature]*  
Notary Signature  
Printed Name of Notary Georgina F. Zwick  
Notary Public, State of Nevada  
My Commission Expires: October 19, 2015



Loan No.: 1418898290

Bank of Nevada

-Lender

August 22, 2012

-Date

By: 

JOSEPH C. PAPA Printed Name

Its: EVP

**LENDER ACKNOWLEDGMENT**

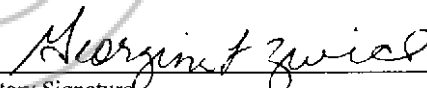
State of Nevada §

County of Clark §

The foregoing instrument was acknowledged before me this 8-22-12,  
by Joseph C. Papa, Executive Vice President of  
Bank of Nevada

, on behalf of said entity.

(Seal)

  
Notary Signature  
Printed Name of Notary Georgina F. Zwick  
Notary Public, State of Nevada  
My Commission Expires: October 19, 2015

