

LINCOLN COUNTY, NV 2018-155123
Rec:\$35.00
Total:\$35.00 08/27/2018 01:51 PM
COW COUNTY TITLE CO. Pgs=7 AK



OFFICIAL RECORD
LESLIE BOUCHER, RECORDER

APN: 002-232-14

After Recording Return To:
ZB, N.A. DBA ZIONS BANK
7800 E DORADO PL, #150
GREENWOOD VILLAGE, CO 80111

[Space Above This Line For Recording Data]

**CONSTRUCTION CONVERSION MODIFICATION AGREEMENT
(Fixed Interest Rate)**

SHOWELL
Loan Number: 049-816120061177
MIN: 1000195-2000012830-0

MERS Phone: 1-888-679-6377

**ONE ORIGINAL MODIFICATION AGREEMENT MUST BE
EXECUTED BY THE BORROWER: TO BE RECORDED IN THE LAND
RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED.**

This Construction Conversion Modification Agreement (the "Agreement"), made and effective this 27TH day of JULY, 2018, between ZB, N.A. dba ZIONS BANK, ("Lender") and AARON SHOWELL AND ALYCE SHOWELL ("Borrower"), and Mortgage Electronic Registration Systems, Inc., ("MERS"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Adjustable Rate Note (the "Note") to Lender dated the 16TH day of MARCH, 2017, in the original principal sum of U.S. \$214,000.00 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 Adjustable Rate Note and **RECORDED UNDER DOCUMENT NUMBER 0151036, IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY of LINCOLN County, NEVADA;** said Note and Book 309, Page 544 .

MULTISTATE CONSTRUCTION CONVERSION MODIFICATION AGREEMENT—Single Family—Freddie Mac UNIFORM INSTRUMENT
Fixed Interest Rate (Modification of Note) Form 5162 11/06 (page 1 of 7 pages)
(Modified)

GV142-01054AGP (10/14)



Security Instrument being modified by Construction Loan Modification Agreement dated effective March 2, 2018.

WHEREAS, the undersigned executed the Adjustable Rate Note dated the 16TH day of MARCH, 2017 in the original principal sum of U.S. \$214,000.00 and secured by the Security Instrument and Rider(s), if any, dated the same date as the Adjustable Rate Note and recorded under DOCUMENT NUMBER 0151036 in the Official Public Records of Real Property of LINCOLN COUNTY, NEVADA; and

WHEREAS, the Adjustable Rate Note and the Security Instrument reflected the property address as:

LOTS 23 AND 24 OF THE NORTH HILLS SUB, PANACA, NV 89042; and

WHEREAS, the property address has now been established as:

1348 BLAD STREET, PANACA, NV 89042

NOW THEREFORE, Borrower and Lender agree as follows:

1. The property address of the property is:

1348 BLAD STREET, PANACA, NV 89042

2. Both the former and current property addresses describe the same property.

3. Such changes to the property address do not extinguish (1) the existing indebtedness evidenced by the Note, or (2) the Security Interest in said property granted by Borrower to Lender.

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

1348 BLAD STREET, PANACA, NV 89042
[Property Address]

the real property described being set forth as follows:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF LINCOLN, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 4, TOWNSHIP 2, RANGE 68 EAST, M.D.B.&M. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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LOTS 23 AND 24 OF THE NORTH HILLS SUBDIVISION FIRST PHASE AS SHOWN ON THE SUBDIVISION MAP THEREOF RECORDED FEBRUARY 20, 1980 IN BOOK A OF PLATS, PAGE 151 AS FILE NO. 67636, AND AS SHOWN ON THE DEPENDANT RESURVEY RECORD OF SURVEY RECORDED JULY 11, 2006 IN BOOK C OF PLATS PAGE 238 AS FILE NO. 126845, LINCOLN COUNTY, NEVADA RECORDS.

Borrower and Lender agree that on or before the date of this Agreement the construction or renovation, as applicable, of the Property has been completed and that all loan proceeds have been disbursed to Borrower in accordance with the terms of the Note. Borrower and Lender have agreed to modify the terms of the Note and Security Instrument in accordance with the terms of this Agreement. This Agreement is not a novation.

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

1. Current Loan Balance. As of **JULY 27, 2018**, the amount payable under the Note and Security Instrument each as modified by this Agreement (the "Unpaid Principal Balance") is U.S. \$194,000.00.

Interest, if any, has been paid through the date of this Agreement.

2. Note Modification. The terms and provisions of the interim construction financing stated in the Adjustable Rate Note in Paragraphs 2 and 3, are amended and modified as follows:

- (a) Interest. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the unpaid principal until the full amount of the Unpaid Principal Balance has been paid. Borrower must pay interest at a yearly rate of **4.8750%**. This interest rate shall apply both before and after any default described in the Adjustable Rate Note.

- (b) Payments. Borrower promises to make monthly principal and interest payments in the amount of U.S. \$ **1,026.66**.

Borrower shall pay principal and interest by making a payment every month. Borrower shall make the monthly payment on the 1st day of each month beginning on **SEPTEMBER 1, 2018**. Borrower shall make these payments every month until Borrower has paid all of the principal and interest and any other charges described in the Note. The monthly payments shall be applied as stated in the Note.

If on **AUGUST 1, 2048** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, each as amended by this Agreement, Borrower will pay those amounts in full on the Maturity Date.

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Borrower must make the monthly payments at the place stated in the Note or such other place as Lender may require.

- (c) Other Terms Remain in Effect. Other terms, including, without limitation, terms related to Borrower's right to prepay, loan charges, late charges and default, obligations of persons under the Note and payment in full in the event of a sale or transfer of the property, that are stated in the Note remain in full force and effect.
 - (d) Compliance with Covenants. Borrower shall 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.
3. Amendments to the Security Instrument. The terms and provisions of the interim construction financing stated in the Security Instrument are amended and modified as follows; those marked are applicable:
- (a) Increase in Principal Balance. The Unpaid Principal Balance of the Note that is secured by this Security Instrument has been increased by U.S. \$ _____.
 - (b) Decrease in Principal Balance. The Unpaid Principal Balance of the Note that is secured by this Security Instrument has been decreased by U.S. \$20,000.00.
 - (c) Change in Maturity Date. The Unpaid Principal Balance if not paid sooner is due in full not later than **AUGUST 1, 2048.**
 - (d) Security Instrument Riders Cancelled. The rider(s) to the Security Instrument pertaining to the interim construction financing and the Adjustable Rate Rider are null and void and of no further effect as of the date of this Agreement.
 - (e) Additional Security Instrument Rider(s). The terms and conditions of the Security Instrument are further amended and modified by the terms and conditions stated in the Security Instrument Rider(s), dated the date of this Agreement, fully executed and delivered by Borrower, and attached to and incorporated into this Agreement by reference.
4. Recordation. This Agreement shall be recorded, together with any applicable attachments, in all places where the Security Instrument is recorded.
5. No Release. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note or Security Instrument. Except where otherwise specifically provided in this Agreement, the Note and Security Instrument shall remain



unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions of these instruments, as amended by this Agreement.

6. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the Beneficiary of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

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

LENDER:

ZB, N.A. dba ZIONS BANK

By: _____

Name: _____

Title: _____

James A. Morell
James A. Morell

Vice President

MORTGAGEE:

Mortgage Electronic Registration Systems, Inc.
as nominee for ZB, N.A. dba ZIONS BANK

By: _____

Printed Name: _____

Title: _____

James A. Morell
James A. Morell

Vice President

BORROWER:

Aaron Showell (Seal)
(Borrower)

AARON SHOWELL

Alyce Showell (Seal)
(Borrower)

ALYCE SHOWELL

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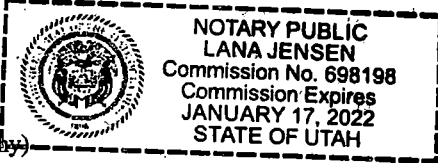


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State of Nevada Utah

County of Sevier

This instrument was acknowledged before me on 7/27/2018, 2018 by **AARON SHOWELL AND ALYCE SHOWELL.**



(Seal, if any)

[Signature]
(Signature of notarial officer)

Asst. Branch Manager
(Title and rank (optional))

State of Colorado,
County of Arapahoe

The foregoing instrument was acknowledged before me this July 30, 2018 by [Signature] (name), VP ZB (title) of ZB, N.A. dba ZIONS BANK, a national association, on behalf of said entity.

[Signature]
Notary Public
9-17-21
(Commission Expiration)



State of Colorado

County of DENVER

The foregoing instrument was acknowledged before me this 30 day of July, 2018, by SAM AMOR (name), VP, AB MA (title) on behalf of Mortgage Electronic Registration Systems, Inc., nominee for Lender. MH

[Signature]
Notary Public

MICHAEL J HIRN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094009679
MY COMMISSION EXPIRES SEPTEMBER 17, 2021