

97971

BOOK 6C PAGE 608

## LOAN MODIFICATION AGREEMENT

This agreement made and entered into this 24th day of July, 1984  
by and between RIVERVIEW SAVINGS ASSOCIATION (hereinafter called "Lender"), and  
(hereinafter called "Owner").

## WITNESSETH:

WHEREAS, Lender loaned Archie M. Rodgers and Anita C. Rodgers, husband and wife  
Name of Original Borrower  
the sum of FIFTY EIGHT THOUSAND AND NO/100----- Dollars (\$58,000.00-----), as  
evidenced by a note and mortgage (the term "mortgage" includes a Deed of Trust)  
executed and delivered on July 24, 1984 which mortgage is duly recorded  
under Auditor's File No. 97963, Vol. 60 Pg. 103 in the public records in the jurisdiction  
where the mortgaged property is located which note and mortgage are hereby incorporated  
herein as part of this instrument; and

WHEREAS, the undersigned owner of said premises has found it necessary and does hereby request a modification of the terms of said loan for the following reasons:

Lender has agreed to reduce the interest rate to 12.250% per annum with the principal and interest payment of \$607.79 effective for the first loan period. The first loan period will expire September 1, 1985, at which time the interest rate will be adjusted to the then current market rate, using the Index as explained in paragraph four (4) "Interest Rate Change" on the Adjustable Rate Note.

and

WHEREAS, the parties desire to restate the modified terms of said loan so that there shall be no misunderstanding of the matter,

THEREFORE, it is hereby agreed that, in consideration of the reasons stated above, as of the date of this agreement the unpaid balance of said indebtedness is FIFTY EIGHT THOUSAND AND NO/100----- Dollars (\$58,000.00---), all of which the  
undersigned promises to pay with interest at 12.25 % per annum until paid, and that  
the same shall be payable SIX HUNDRED SEVEN AND 79/100----- Dollars,  
(\$607.79-----) per month beginning on the 1st day of September, 1984,  
to be applied first to interest, and balance to principal, plus a sum estimated to  
be sufficient to discharge taxes and insurance obligations, if applicable, (which  
estimated sum may be adjusted as necessary) and that in all other respects, said  
mortgage contract shall remain in full force and effect.

Dated July 24, 1984

Archie M. Rodgers (Individual) Anita C. Rodgers (Corporate Mortgagee)

James F. Rodgers (Individual) Mary L. Rodgers

RIVERVIEW SAVINGS ASSOCIATION

(Corporate Mortgagee)

By Michael Yount Vice President

By Shirley Dailey Assistant Secretary

STATE OF WASHINGTON NEVADA  
COUNTY OF Douglas

On this day personally appeared before me  
Archie M. & Anita C. Rodgers &  
James F. & Mary L. Rodgers  
known to be the individual described in and  
executed the within and foregoing instrument,  
and acknowledged that they signed the same  
their free and voluntary act and deed  
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this  
24th day of July, 1984

BONNIE ANN MARGIS  
Notary Public in and for the State of Washington, NEVADA  
residing at Douglas County  
NOTARY PUBLIC-NEVADA  
DOUGLAS COUNTY  
My Appointment Expires Jan. 6, 1987

STATE OF WASHINGTON  
COUNTY OF Clark

On this 24th day of July, 1984  
before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

Michael Yount

Shirley Dailey

and  
to me known to be the President and Assistant Secretary  
respectively, of RIVERVIEW SAVINGS ASSOCIATION  
the corporation that executed the foregoing instrument, and acknowledged  
the said instrument to be the free and voluntary act and deed of said corporation,  
for the uses and purposes therein mentioned, and on oath stated that  
they are authorized to execute the said instrument and that the seal  
affixed is the corporate seal of said corporation.

Witness my hand and official seal hereunto affixed the day and year first  
above written.

Shirley A. Dailey  
Notary Public in and for the State of Washington,  
residing at Douglas County

C.C. Title #6436