TAX MAP NO.:

AGREEMENT TO MODIFY/EXTEND/CORRECT DEED OF TRUST

THIS MODIFICATION, EXTENSION AND CORRECTION AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 199\_\_ by and between , (marital status), (tenancy), hereinafter referred to as "Grantor"; and , a resident of the County of , Virginia, and , a resident of the County of , Virginia, either of whom may act, Trustees (hereinafter referred to as "Trustees"); and , or assigns, hereafter referred to as "Beneficiary".

By the terms of a Deed of Trust dated , 19 as recorded in the Clerk's Office of the County Circuit Court in Deed Book at Page , the Grantor, to secure the indebtedness described therein to the Beneficiary, conveyed to the Trustees a certain parcel of real estate with improvements thereon described as follows:

AND BEING the same property acquired by the Grantor by Deed dated , 19 and recorded in Deed Book at Page among the land records of County, Virginia.

WHEREAS, pursuant to the terms of said Note and Deed of Trust, the indebtedness described therein is due and payable in full on , 199 ; and

WHEREAS, Grantor requests an extension in the maturity date and the Beneficiary is agreeable to such extension on the terms and conditions set forth below; and

WHEREAS, Grantor is agreeable to such terms and conditions.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, receipt of all of which is hereby acknowledged, the parties do hereby agree as follows:

1. The unpaid principal balance as of the date of this Extension and Modification is $ .

2. The interest rate shall be and hereby is modified to percent ( %) per annum.

3. Grantor shall make monthly payments of interest only to the Beneficiary in the amount of $ commencing on , 199 and continuing on the day of each month thereafter.

4. The maturity date of said indebtedness shall be and is hereby extended to , 200 . On said date, the entire indebtedness, including the principal balance and all unpaid and accrued interest, shall become due and payable to the Beneficiary.

5. Each of the parties, as evidenced by their signature below, acknowledges that the prior monthly payments of $ made by the Grantor to the Beneficiary were payments of interest only and not principal and interest and hereby correct the note and deed of trust dated , 19 to read that such monthly payments were interest only payments.

6. Said indebtedness shall be subject to call in full in the event of sale or conveyance of said property, or upon the commencement by or on behalf of Grantor of any proceeding pursuant to 11 U.S.C. Section 101, et seq.

7. Grantor does hereby ratify and confirm the terms of the original Note and Deed of Trust in all other respects.

and , Trustees, hereby join in for the purpose of acknowledging this Extension, Modification and Correction Agreement pursuant to the instructions of the Beneficiary.

WITNESS the following signatures and seals:

(SEAL)

, Grantor

(SEAL)

, Beneficiary

(SEAL)

, Trustee

(SEAL)

, Trustee

Commonwealth of Virginia:

County of Fairfax, to-wit:

The foregoing instrument was acknowledged before me this

\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 199\_\_ by , Grantor.

Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Commonwealth of Virginia:

County of Fairfax, to-wit:

The foregoing instrument was acknowledged before me this

\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 199\_\_ by , Beneficiary.

Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Commonwealth of Virginia:

County of Fairfax, to-wit:

The foregoing instrument was acknowledged before me this

\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 199\_\_ by , Trustee and , Trustee.

Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_