

DOC # 741291
04/13/2009 12:25PM Deputy: PK
OFFICIAL RECORD
Requested By:
FIRST AMERICAN EQUITY LO
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 8 Fee: 21.00
BK-409 PG-3257 RPTT: 0.00



When recorded mail to: ^{MPG}
Equity Loan Services, Inc. 4874057
Loss Mitigation Title Services-LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44114
Attn: National Recordings 1120

Tax Parcel No.: 1320-30-215-010
Prepared by:
~~RECORD AND RETURN TO:~~
FIRST AMERICAN TITLE
P.O. BOX 27670
SANTA ANA, CA 92799-7670
ATTN: LMTS

[Space Above This Line for Recording Data]
Original Recorded Date: NOVEMBER 22, 2005 Loan No.: 0707620704
Original Principal Amount: \$ 540,000.00

40287401

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 10TH day of FEBRUARY, 2009 ,
between SHERYL L. RADCLIFF-NEGRETE, AN UNMARRIED WOMAN

("Borrower") and JPMorgan Chase Bank, as further defined in the Addendum, which is attached hereto and
incorporated herein** ("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and
Timely Payment Rewards Rider, if any, dated NOVEMBER 18, 2005 and recorded in
Book or Liber 1105, at page(s) 9963, Instrument No. 0661336 , of the Official Records of
(Name of Records)

DOUGLAS COUNTY, NEVADA , and (2) the Note bearing the same date as, and

(County and State, or other jurisdiction)

secured by, the Security Instrument, which covers the real and personal property described in the Security
Instrument and defined therein as the "Property", located at

1751 PINEWOOD #10, MINDEN, NEVADA 89423

(Property Address)

the real property described being set forth as follows:

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

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **FEBRUARY 1, 2009**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **595,091.21**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. 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 **3.953 %**, from **FEBRUARY 1, 2009**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **2,469.75**, beginning on the **1ST** day of **MARCH, 2009**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.953 %** will remain in effect until principal and interest are paid in full. If on **FEBRUARY 01, 2049** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. 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 delivered or mailed 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 the Security Instrument without further notice or demand on Borrower.

4. 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; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:



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- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
- (d) 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.
- (e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (f) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.




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6. This Agreement modifies an obligation secured by an existing security instrument recorded in DOUGLAS County, NEVADA, upon which all recordation taxes have been paid. As of the date of this Agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$ 585,411.25. The principal balance secured by the existing security instrument as a result of this Agreement is \$ 595,091.21, which amount represents the excess of the unpaid principal balance of this original obligation.

JPMorgan Chase Bank, National Association,
successor interest to Washington Mutual Bank


Name: JANET ROLEN (Seal)
Its: VICE PRESIDENT - Lender


SHERYL L RADCLIFF-NEGRETE (Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

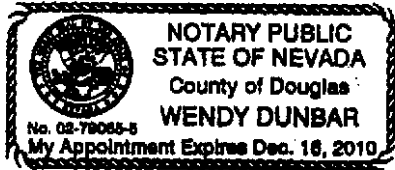
(Seal)
- Borrower

(Seal)
- Borrower

[Space Below This Line for Acknowledgments] 0707620704

STATE OF Nevada COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 2-17-09 by SHERYL L RADCLIFF-NEGRETE

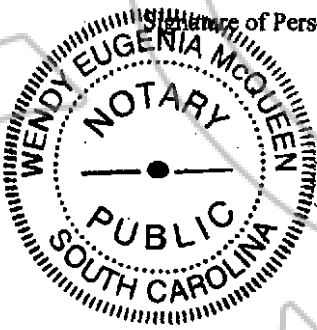


Signature of Person Taking Acknowledgment [Signature]
Printed Name Wendy Dunbar
Title or Rank Notary Public
Serial Number, if any 02-72065-5

LENDER ACKNOWLEDGMENT

STATE OF South Carolina COUNTY OF Flamew

The foregoing instrument was acknowledged before me this February 23, 2009 by JANET ROLEN, the VICE PRESIDENT of _____ a _____, on behalf of said entity.



Signature of Person Taking Acknowledgment [Signature]
Printed Name _____
Title or Rank _____
Serial Number, if any _____

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ADDENDUM TO LOAN MODIFICATION AGREEMENT

THIS ADDENDUM is made this **10TH** day of **FEBRUARY, 2009** and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement made by the undersigned (the "Borrower") in favor of **JPMorgan Chase Bank, National Association, successor interest to Washington Mutual Bank** (the "Lender") and dated the same date as this Addendum (the "Agreement").

The Borrower and the Lender enter into the Agreement with reference to the following stipulated fact:

Pursuant to a Purchase and Assumption Agreement dated September 25, 2008, JPMorgan Chase Bank, National Association acquired loans and certain other assets of Washington Mutual Bank from the Federal Deposit Insurance Corporation acting as receiver, including but not limited to the Note and Security Instrument referenced in the Agreement. Although your loan was acquired by JPMorgan Chase Bank, your loan will continue to be serviced under the name "Washington Mutual" and you will make your payments to Washington Mutual.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Addendum.


Borrower
SHERYL L RADCLIFF-NEGRETE

Borrower

Borrower

Borrower

Borrower

Borrower



EXHIBIT A

BORROWER(S): SHERYL L RADCLIFF-NEGRETE

LOAN NUMBER: 0707620704

LEGAL DESCRIPTION:

ALSO KNOWN AS: 1751 PINEWOOD #10, MINDEN, NEVADA 89423

COPY

FAND# EXHIBIT.A Rev. 07-03-07



BK-409
PG-3263

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL ONE:



Lot B-10 as shown on the Map of Ironwood Townhomes, filed in the office of the Douglas County Recorder on August 23, 2005 in Book 0805, Page 10879 as File No. 653084, Official Records.

PARCEL TWO:

The appurtenant garage unit known as Lot G-10 as shown on the Map of Ironwood Townhomes, filed in the office of the Douglas County Recorder on August 23, 2005 in Book 0805, Page 10879 as File No. 653084 Official Records, as established in Covenants, Conditions and Restrictions recorded August 23, 2005 in Book 0805, Page 10880 as File No. 653085, Official Records.

PARCEL THREE:

An easement for ingress and egress as set forth in the Grant of Easement recorded August 23, 2005 in Book 805, page 10940, Document No. 653086.

 RADCLIFF-NEGRETE
40287401 NV
FIRST AMERICAN ELS
MODIFICATION AGREEMENT




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