

187

DOC # 0752786
10/26/2009 01:29 PM Deputy: KE
OFFICIAL RECORD
Requested By:
FIRST AMERICAN TITLE INS CO

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 5 Fee: 18.00
BK-1009 PG- 5161 RPTT: 0.00

APN#: 1420-33-311-004

501973868



LOAN MODIFICATION AGREEMENT

Recording Requested By and
When Recorded Mail To:
FIRST AMERICAN TITLE
P.O. BOX 27670
SANTA ANA, CA 92799-7670
ATTN: LMTS

STATE: NEVADA
COUNTY: DOUGLAS

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies) This cover page must be typed or printed.

Tax Parcel No.: 1420-33-311-004

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

5415103

Tax Parcel No.: 1420-33-311-004

FHA Case No. 331-1301184
501973868

LOAN MODIFICATION AGREEMENT

Original Recorded Date: APRIL 18, 2008

This Loan Modification Agreement ("Agreement"), made this SEPTEMBER 22, 2009, between SUZANNE MARY ROLAND AND ROGER CARL ROLAND, HUSBAND AND WIFE, AS JOINT TENANTS

("Borrower"), whose address is

1267 DOWNS DR
MINDEN, NEVADA 89423
and
FLAGSTAR BANK, FSB

("Lender"), whose address is 5151 CORPORATE DRIVE
TROY, MICHIGAN 48098

and given to Mortgage Electronic Registrations Systems, Inc. ("MERS") (solely as nominee for Lender, and Lender's successors and assigns), as beneficiary, 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, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated APRIL 17, 2008 and recorded in Instrument No. 0721774 DOUGLAS COUNTY, NEVADA, and (2) the Note, in the original principal amount of U.S. \$ 321,947.00, bearing the same date as, and secured by, the Security Instrument, which has been assigned MERS Registration No. 100052550197386807 and MERS Registration Date APRIL 17, 2008, and which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 1267 DOWNS DR MINDEN, NEVADA 89423

501973868

the real property described is located in **DOUGLAS COUNTY, NEVADA**
and being set forth as follows:
**LOT 8, BLOCK E, AS SHOWN ON THE FINAL MAP OF WILDHORSE UNIT 1,
A PLANNED UNIT DEVELOPMENT, FILED FOR RECORD IN THE OFFICE OF
THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON
AUGUST 3, 1989, IN BOOK 889, PAGE 450, AS DOCUMENT NO. 207982**

 **ROLAND**
41300331 **NV**
FIRST AMERICAN ELS
MODIFICATION AGREEMENT


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 **OCTOBER 1, 2009**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **322,884.71** consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **5.625%**, from **OCTOBER 1, 2009**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,858.71**, beginning on the first day of **NOVEMBER, 2009**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **OCTOBER 01, 2039** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at
FLAGSTAR BANK, FSB
5151 CORPORATE DRIVE
TROY, MICHIGAN 48098

or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the 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; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:


501973868

(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; and

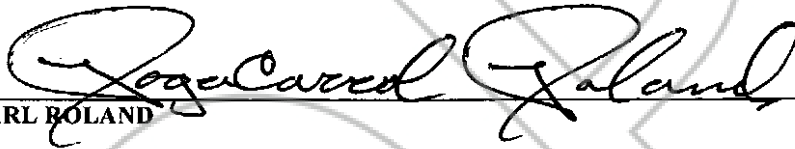
(b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

6. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.



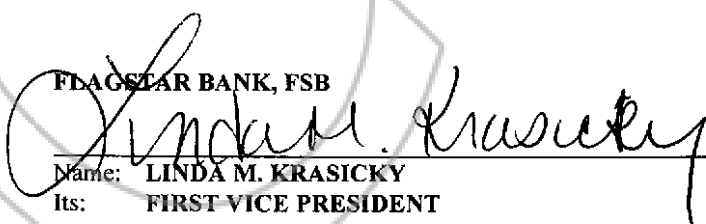
SUZANNE MARY ROLAND -Borrower



ROGER CARL ROLAND -Borrower

-Borrower

-Borrower

FLAGSTAR BANK, FSB


Name: LINDA M. KRASICKY -Lender
Its: FIRST VICE PRESIDENT

501973868

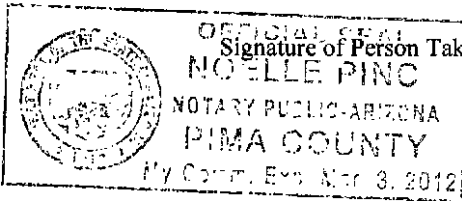
[Space Below This Line For Acknowledgment]

BORROWER ACKNOWLEDGMENT

STATE OF ARIZONA COUNTY OF PIMA

The foregoing instrument was acknowledged before me this SEPTEMBER 30, 2009 by

Sozanne Mary Poland + Roger Carl Poland



Signature of Person Taking Acknowledgment Noelle Pinc

Printed Name NOELLE PINC

Title or Rank NOTARY PUBLIC

Serial Number, if any _____

Acting in the County of PIMA

LENDER ACKNOWLEDGMENT

STATE OF MICHIGAN COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 10/13/09 by

Linda M. Krasicky, the First Vice President
of Flagstar Bank

a Federal Savings Bank, on behalf of said entity.

Signature of Person Taking Acknowledgment [Signature]

Printed Name _____

Title or Rank _____

Serial Number, if any _____

Acting in the County of _____

CAROL A. WASHINGTON
Notary Public, State of Michigan
County of Oakland
My Commission Expires August 31, 2011
Acting in the County of Oakland