I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

> ni Myon Yeyanuse APN# 1/21-05-515-03/

Recording Requested by:

Name FIRST AMERICAN TITLE INSURANCE

LENDERS ADVANTAGE

Address 1100 Superior Ave., Suite 200

City/State/Zip cleveland, Ohio 44114

ATTN: FT1120

INTEREST UNLY

DOC # 754097
11/17/2009 01:57PM Deputy: DW
OFFICIAL RECORD
Requested By:
FIRST AMERICAN EQUITY LO
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 4 Fee: 17.00
BK-1109 PG-4066 RPTT: 0.00

( for Recorder's use only )

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

(Title of Document)

This cover page must be typed or printed.



Record & Return 10: DEPARTO BY
Homecomings Financial, LLC DAJAUGILSON
Attention: Loss Mitigation
3451 Hammond Avenue
Waterloo, IA 50702

–[Space Above This Line For Recorder's Use]–

7441205784

5376565 A

INTEREST ONLY FIXED RATE LOAN MODIFICATION AGREEMENT

This Interest Only Fixed Rate Loan Modification Agreement ("Agreement") made this September 1, 2009 ("Effective Date") between MINDY STEVENSON UNMARRIED WOMAN ("Borrower") and Homecomings Financial, LLC Lender\Servicer or Agent for Lender\Servicer ("Lender"), amends and supplements that certain promissory note ("Note") dated October 4, 2005 in the original principal amount of Two Hundred Five Thousand Five Hundred Twenty Dollars and No Cents \$ 205,520.00 executed by Borrower. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, and if applicable, recorded on October 5, 2005 with Instrument Number 656983 in Book 1005 and/or Page Number(s) 1999 of the real property records of DOUGLAS County, NV. Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 26 SCOTT STREET GARDNERVILLE NV 89410, which real property is more particularly described as follows:

## (Legal Description - Attach as Exhibit if Recording Agreement)

Borrower acknowledges that Lender is the Agent for, or the legal holder and the owner of the Note and Security Instrument and further acknowledges that if Lender transfers the Note, as amended by this Agreement, the transferee shall be the Lender as defined in this Agreement.

Borrower has requested, and Lender/ has agreed to extend or rearrange the time and manner of payment of the Note and to extend and carry forward the lien(s) on the Property created by the Security Instrument.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1. Borrower acknowledges that as of the Effective Date, the amount payable under the Note and secured by the Security Instrument (the "Principal Balance") is Two Hundred Thirty Thousand Eighty One Dollars and Twenty Nine Cents (\$ 230,081.29)Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of the "Lender" the Principal Balance which consists of the amount(s) loaned to Borrower by "Lender" plus any accrued and unpaid amounts due under the Note or Security Instrument capitalized by Lender. Borrower also agrees to pay any unpaid interest and taxes, insurance premiums and other costs or expenses that Lender has paid to protect or enforce its interest in, or otherwise due under, the Note and the Security Instrument.
- 2. Interest will be charged on the new unpaid Principal Balance until the full amount of principal has been paid. Borrower will pay interest at a yearly rate of 5.37500% beginning on September 1, 2009. The interest rate required by this Agreement is the rate Borrower will pay both before and after any default under the terms of the Note, as amended by this Agreement.

## BORROWER ACKNOWLEDGMENT

| State of \(\) | Levala  |
|---------------|---------|
| County of _   | Dougles |

On this day of 200, before me, the undersigned, a Notary Public in and for said county and state, personally appeared 200, personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.



Notary Public & BLAD GATUER
My Commission Expires:

Homecontings Pigancial LICALY
By:

Title: Limited Signing Officer

## LENDER ACKNOWLEDGMENT

State of IOWA County of BLACKHAWK

On this \( \) day of \( \) \( \) before me, the undersigned, a Notary Public in and for said county and state, personally appeared \( \) \

Witness my hand and official seal.

Notary Public Kin MERPITY

My Commission Expires:



Legal (Reference: 7440205284) for Order Number 5370565



LOT 159, AS SET FORTH ON THE RECORD OF SURVEY FOR PINEVIEW DEVELOPMENT, UNIT NO. 5, FILED FOR RECORD IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER ON JULY 26, 2004, IN BOOK 0704, PAGE 10502, AS DOCUMENT NO. 619666.

> When recorded mail to: Equity Loan Services, Inc. Loss Mitigation Title Services- LMTS 1100 Superior Ave., Ste 200
> Cleveland, OH 44114 #537056
> Attn: National Recordings 1120

> > NV

STEVENSON 41313974

FIRST AMERICAN ELS MODIFICATION AGREEMENT