B

APN 1022-15-002-002

Escrow #

Recording Requested By: American General Financial Services, Inc 180 W. Peckham Ln. Ste. 1140 Reno, NV 89509

When recorded Return to:
American General Financial Services, Inc.
180 W. Peckham Ln. Ste. 1140
Reno, NV 89509

Mail Tax Statements to:

DOC # 0759003
02/19/2010 11:19 AM Deputy: PK
OFFICIAL RECORD
Requested By:
AMERICAN GENERAL

Douglas County - NV Karen Ellison - Recorder

22.00

Page: 1 Of 9 Fee: BK-0210 PG-4025 RPTT:



SPACE ABOVE FOR RECORDERS USE

Loan Modification
(Title of Document)

Please complete Affirmation Statement Below:

¤ I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

		he attached document, including ar	
Submitted for recording	law:	(state specific law).	ocioons as required by
HA	2	Branch Manager	· · ·
SIGNATURE	, \	TITLE	
Lisa Powell			
Print Signature			
	ovide additional inform	ation required by NRS 111.312 Sec	ctions 1-2 and NRS
239B.030 Section 4.	^	•	•

This cover page must by typed or printer in black ink.

(Additional recording fee applies)

SPACE BELOW FOR RECORDER

A PN . 10'ZZ 15 - 00'Z-00'Z WHEN RECORDED MAIL TO:

American General Financial Services 180 W. Peckham Ln. Ste. 1140 Reno, NV 89509

______[Space above This Line for Recording Data]

LOAN MODIFICATION AGREEMENT (For Modifying Closed End Mortgage Loans)

This Loan Modification Agree	ment ("Agreement"), made and	d effective this 170	th day of
February , 2010		/ _/	
Gerald M Clark & Nancy S (Clark, husband and wife as i	oint tenants ("Borrower") and
American General Fin	ancial Services, Inc.	("Lender"), mod	ifies, amends, and
supplements (to the extent this Agreeme	ent is inconsistent with their ter	ms):	
(1) the Mortgage, Deed of Trust, Deed t	o Secure Debt, or Security De-	ed ("Security Instrumen	t"), and the Rider(s),
if any, dated the 20th day of Apr	il , 2007, and recorded in	n Book or Liber	1, at page(s)
0700435 , of the	Official		Records of
	Douglas County	<u></u>	and
	/ /		
(2) the Loan Agreement ("Note") to Lea			
secured by the Security Instrument, whi	ch covers the real and persona	l property described in t	he Security Instrument
and defined therein as the "Property", i	n the original principal balance	of U.S.	
\$ <u>128,177.00</u> ,	located at:		
00000			•
3820 Sapphire Rd. Wellington, NV	89444		
	(Property Address)		

And, if this document is to be recorded, the real property is set forth:

See Attached Exhibit "A"

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Terms not defined in this Agreement are as defined in the Note and/or Security Agreement.

As of the date of this Agreement, the amount of the principal balance payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 122,121.69, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

In consideration of the mutual promises and agreements contained herein, Borrower and Lender (together the "Parties") agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

The interest rate on the Unpaid Principal Balance will begin to accrue as of the date of this
Agreement at 6.00 %. *Assuming no additional sums are advanced under the Note and
assuming that all monthly payments are made in full and on time, my payment schedule,
including my monthly payments and interest rate, based on the current principal balance,
will be:

Months	····	Interest Rate	Interest Rate Change Date	Monthly* Payment	Payment Begins On
1 -	12	6.00 %	(Date of Agreement) 02/15/2010	732.18	02/04/2010
13 -	360	8.73 %	01/04/2011	954.10	02/04/2011

2.	Remaining Term: If Borrower still owes amounts under the Note and the Security Instrument, as
	amended by this Agreement on the maturity date ("Maturity Date"), those amounts will be
	immediately due and payable on the Maturity Date by the Borrower.

$oldsymbol{ olimits}$	If checked,	he new Maturity	Date is the	4th	day of	February	<u>, 2040</u>

- 3. <u>Place of Payment</u>. Borrower must continue to make the monthly payments in the manner and at such place as Lender may require.
- 4. 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.

5. 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 of this Agreement:

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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; and

(b) all terms and provisions of any adjustable rate 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.

6. 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) 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.

Except where 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.

In Witness Whereof, Lender and B	orrower have executed	d this Agreement.	\ \
American General Financial	Services, Inc.	Gerald MM Jung	(Seal
Name of Lender		Borrower / /7	0
Ву:	· · · · · · · · · · · · · · · · · · ·	Hansy Alla	EK(Seal
(d)	2/17/10		2/17/10 (Seal
Witness Signature	Date	Witness Signature	Date

Prepared by:

Exhibit "A"

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

All that certain lot, piece, parcel or portion of land situate, lying and being within the West ½ of Section 15, Township 10 North, Range 22 East, M.D.M., Douglas County, Nevada and more particularly described as follows:

A boundary line adjustment between Lots 1 and 13 of Block "I" as shown on the official map of Topaz Ranch Estates Unit No. 4 filed for record in Book 81 at Page 214 as Document No. 50212, Official Records of Douglas County, Nevada more particularly described as follows:

Commencing at the West corner to said Lots 1 and 13 as shown on said map which point is the TRUE POINT OF BEGINNING; thence along the Westerly and Northerly lines of said Lot 1 North 22°30'10" West a distance of 165.00 feet; thence along a tangent curve to the right with a radius of 20.00 feet, a central angle of 90°0000", and an arc length of 31.42 feet and whose chord bears North 22°29'50" East a distance of 28.28 feet; thence North 67°29'50" East a distance of 20.00 feet; thence along a tangent curve to the left with a radius of 265.00 feet, a central angle of 25°24'53", and an arc length of 117.55 feet and whose chord bears North 544723" East a distance of 116.58 feet; thence leaving said Westerly and Northerly lines South 45 96 94" East a distance of 196.67 feet; thence South 30 94 24" East a distance of 107.75 feet; thence South 3294426" East a distance of 52.87 feet; thence South 4794451" East a distance of 75.44 feet to a point on the Southerly line of aforesaid Lot 13; thence along the Southerly and Westerly line of said Lot 13 South 67°29'50" West a distance of 160.07. feet; thence along a tangent curve to the right with a radius of 125.00 feet, a central angle of 90 00 00", and an arc length of 196.35 feet and whose chord bears North 67 30 10" West a distance of 176.78 feet; thence North 22°30'10" West a distance of 73.00 feet to the TRUE POINT OF BEGINNING.

Said parcel further shown as adjusted Lot 1, Block I on Record of Survey Supporting a Boundary Line Adjustment for George E. Metcalf and Grace Kelly, recorded June 29, 1992, Book 692, Page 5310, Document No. 282148, Official Records of Douglas County, Nevada.

Note: Legal description previously contained in Book 397 at Page 2210 as Document No. 408463 recorded on March 14, 1997.

Also known as: 3820 Sapphire Road Wellington, NV 89444

APN: 1022-15-002-002

STATE OF NEVADA, Washoe County ss:

On February 17 2010 personally appeared before me, a notary public Narry 5 Clark who acknowledged that 6he executed the above instrument.

My Commission expires:

Netary Public State of Nevada



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STATE OF NEVADA, Washoe County ss:

On February 17 2010 personally appeared before me, a notary public Gerald M Clark who acknowledged that he executed the above instrument.

My Commission expires:

Oct 75 200 County of Washoe State of Nevada



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STATE OF NEVADA, Washoe	County ss:	^
On February 17	2010	personally
appeared before me, a notary public	Lisa Pavell	who
acknowledged that		executed the above instrument.
-	Onio	artos -
My Commission expires:	Netary Public	
Oct 25 2010	County of Washoe	State of Nevada

