

OFFICIAL RECORD
Requested By:
GREATER NEVADA MORTGAGE

Assessor's Parcel No: 1220-21-610-065

Douglas County - NV
Karen Ellison - Recorder
Page: 1 OF 4 Fee: 17.00
BK-0310 PG- 1761 RPTT: 0.00

Recording Requested By:

✓ Greater Nevada Mortgage Services
4070 Silver Sage Drive
Carson City, NV 89701



When Recorded Mail to:

Greater Nevada Mortgage Services
4070 Silver Sage Drive
Carson City, NV 89701

Mail Tax Statement to:

Greater Nevada Mortgage Services
4070 Silver Sage Drive
Carson City, NV 89701

Loan No. 4426

LOAN MODIFICATION AGREEMENT

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)

Jusselma
Signature

Loan Servicing Manager
Title

Jenny Casselman
Print Signature

This Loan Modification Agreement ("Agreement"), made this 23rd day of February, 2010 between Peter Solis ("Borrower") and Greater Nevada Mortgage Services ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated April 18, 2003 and recorded April 23, 2003 as Document No. 0574377, Official Records of Douglas County, Nevada; (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated May 8, 2003 and recorded May 13, 2003 as Document No. 0576555, Official Records of Douglas County, Nevada, "HELOC"; (3) the Notes, bearing the same date as the above-referenced Deeds of Trust, and secured by, Douglas County Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property",

located at 13267 ~~1~~ Honeybee Lane, Gardnerville, Nevada, the real property described being set forth as follows:

Lot 465, of GARDNERVILLE RANCHOS UNIT NO. 6, according to the map thereof, filed in the office of the County Recorder of Douglas County, Nevada, on May 29, 1973, in Book 573, Page 1026, as File No. 66512.

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, 2010, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$146,730.46, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized as follows:
 - a. The current Unpaid Principal Balance (UPB) for the first mortgage is \$134,450.21;
 - b. HELOC Payoff Balance of \$7,218.00;
 - c. Capitalized escrow reinstatement is \$1,041.89;
 - d. Capitalized delinquent interest from 08/01/2009 through 02/01/2010 for the first mortgage is \$4,020.36;
 - e. The new Modified Unpaid Principal Balance will be \$146,730.46; and
 - f. Principal Forbearance of \$20,000.00 shall be due upon maturity sale or release of lien
2. Modified term/maturity date: 360 months, matures 02/01/2040.
3. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payments Begin On	Number of Monthly Payments
1-5	3.0%	03/01/2010	\$534.30	03/01/2010	60
6	4.0%	03/01/2015	\$594.72	03/01/2015	12
7-30	5.0%	03/01/2016	\$656.55	03/01/2016	288

4. First modified payment will be due 03/01/2010 in the amount of \$696.06.
5. If on February 1, 2040 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.
6. 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.

7. 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:
 - (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 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.
8. 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 or priority 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.

Greater Nevada Mortgage Services (Seal)
-Lender

 (Seal)
Peter Solis -Borrower

By: Jusselmau

STATE OF NEVADA)
)ss
COUNTY OF Nevada)

On the 23rd day of February, 2010, Peter Solis and Mary Solis personally appeared before me, a Notary Public, they are known to me to be the persons described herein and who acknowledged that they executed the above instrument.

Haley Gwinn
Notary Public

