

DOC # 772951
10/28/2010 09:43AM Deputy: PK
OFFICIAL RECORD
Requested By:
FIRST AMERICAN NDTs
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 7 Fee: 45.00
BK-1010 PG-5997 RPTT: 0.00



Tax Parcel No: 131823811008

When Recorded Mail 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: DECEMBER 31, 2007
Original Principal Amount: \$ 417,000.00

Fannie Mae Loan No. 1705894147
Loan No. 0005904357

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 15TH day of JULY, 2010 ,
between RICHARD PAUL MILLER, UNMARRIED MAN

("Borrower") and PNC MORTGAGE, A DIVISION OF PNC BANK, NA

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and
Timely Payment Rewards Rider, if any, dated DECEMBER 28, 2007 and recorded in
Book or Liber 1207, at page(s) 6623, Instrument No. 715538 ,
of the Official Records of DOUGLAS COUNTY, NEVADA , and (2)

(Name of Records)

(County and State, or other jurisdiction)

the Note bearing the same date as, and 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
182 PINE DR, STATELIN, NEVADA 89449 ,

(Property Address)

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument
CoreLogic Document Services
CoreLogic, Inc.
CLDS# FM3179 Rev. 04-05-10

Form 3179 1/01 (rev. 01/09)
(page 1 of 5)



0005904357

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 **JULY 1, 2010**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **456,419.35**, 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 **6.555** %, from **JULY 1, 2010**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **2,988.28**, beginning on the **1ST** day of **AUGUST, 2010**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **6.555** % will remain in effect until principal and interest are paid in full. If on **JANUARY 01, 2038** (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:



EXHIBIT A

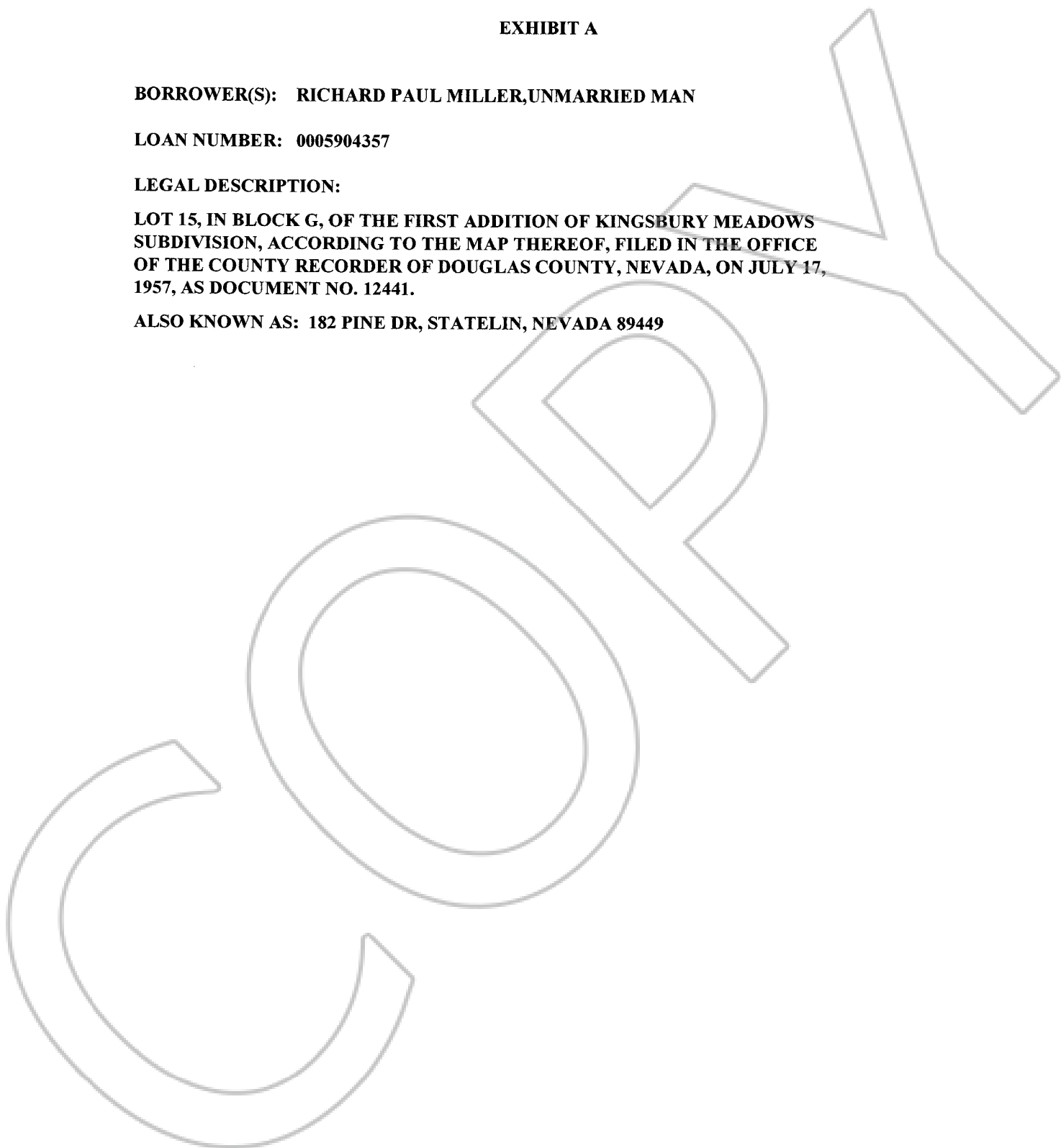
BORROWER(S): RICHARD PAUL MILLER, UNMARRIED MAN

LOAN NUMBER: 0005904357

LEGAL DESCRIPTION:

**LOT 15, IN BLOCK G, OF THE FIRST ADDITION OF KINGSBURY MEADOWS
SUBDIVISION, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE
OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON JULY 17,
1957, AS DOCUMENT NO. 12441.**

ALSO KNOWN AS: 182 PINE DR, STATELIN, NEVADA 89449





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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) 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.
 - (d) 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.
 - (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.



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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 \$ 411,989.30. The principal balance secured by the existing security instrument as a result of this Agreement is \$ 456,419.35, which amount represents the excess of the unpaid principal balance of this original obligation.

PNC MORTGAGE, A DIVISION OF PNC BANK, NA


Name: Jamie Osterfeld
Its: AUTHORIZED REPRESENTATIVE

(Seal)

- Lender


RICHARD PAUL MILLER

8-17-10

(Seal)

- Borrower

(Seal)

- Borrower

(Seal)

- Borrower

(Seal)

- Borrower

(Seal)

- Borrower

(Seal)

- Borrower



_____[Space Below This Line for Acknowledgments] 0005904357

STATE OF Nevada COUNTY OF Carson City

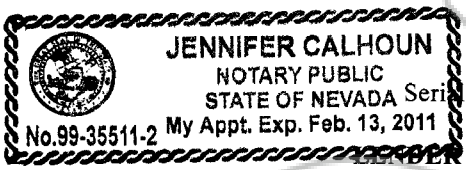
The foregoing instrument was acknowledged before me this 08/17/10 by
RICHARD PAUL MILLER - only

Signature of Person Taking Acknowledgment [Signature]

Printed Name Jennifer Calhoun

Title or Rank Notary Public

Number, if any 99-35511-2



ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me this 10-1-10 by
Jamie Osterfeld, the **AUTHORIZED REPRESENTATIVE**
of PNC Mortgage
a Corporation, on behalf of said entity.

Signature of Person Taking Acknowledgment [Signature]

Printed Name ROCHELLE ESTEP, Notary Public

Title or Rank In and for the State of Ohio

My Commission Expires: 8/30/12

Serial Number, if any _____



Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between
PNC MORTGAGE, A DIVISION OF PNC BANK, NA

(the "Lender") and

RICHARD PAUL MILLER, UNMARRIED MAN

(the "Borrower")


dated **JULY 15, 2010** (the "Loan Modification Agreement").


Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Signed this 17th day of August, 20 10

Lender

Borrower


By: AUTHORIZED REPRESENTATIVE
Name: Jamie Osterfeld


RICHARD PAUL MILLER

