



Tax Parcel No: 1220-20-0C1-063  
When recorded mail to: #5130471  
First American Title  
Loss Mitigation Title Services 1079.1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: DIRITO - PROPERTY REPORT  
When recorded mail to: #5068667

\_\_\_\_\_ [Space Above This Line For Recording Data] \_\_\_\_\_

Original Recorded Date: DECEMBER 5, 2007  
Original Principal Amount: \$ 417,000.00

Fannie Mae Loan No. 0173683202

### LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 12TH day of AUGUST, 2010 ,  
between ANTHONY R. DIRITO, AN UNMARRIED MAN

("Borrower") and WELLS FARGO BANK, N.A.

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and  
Timely Payment Rewards Rider, if any, dated NOVEMBER 19, 2007 and recorded in

Book or Liber 0405, at page(s) 4671, Instrument No. 714356  
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  
770 ROJO WAY, GARDNERVILLE, NEVADA 89460 ,

(Property Address)

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument Form 3179 1/01 (rev. 01/09) (page 1 of 5)

CoreLogic Document Services

CoreLogic, Inc.

CLDS# FM3179DR Rev. 07-27-10





the real property described being set forth as follows:

**LOT 35, IN BLOCK F, OF MARRON ESTATES, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON SEPTEMBER 9, 1980 ON BOOK 980, PAGE 682, AS DOCUMENT NO. 48330 OF OFFICIAL RECORDS.**

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):

- As of **AUGUST 12, 2010**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$ **487,547.60**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- \$ **143,700.00** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$ **343,847.60**. Interest at the rate of **2.000** % will begin to accrue on the Interest Bearing Principal Balance as of **SEPTEMBER 1, 2010** and the first new monthly payment on the Interest Bearing Principal Balance will be due on **OCTOBER 1, 2010**. The new Maturity Date will be **SEPTEMBER 1, 2050**. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payment Begins On	Number of Monthly Payments
1-5	<b>2.000</b>	<b>09/01/2010</b>	<b>1,041.26</b>	<b>10/01/2010</b>	<b>60</b>
6	<b>3.000</b>	<b>09/01/2015</b>	<b>1,209.70</b>	<b>10/01/2015</b>	<b>12</b>
7	<b>4.000</b>	<b>09/01/2016</b>	<b>1,387.50</b>	<b>10/01/2016</b>	<b>12</b>
8-40	<b>4.250</b>	<b>09/01/2017</b>	<b>1,432.87</b>	<b>10/01/2017</b>	<b>396</b>

- I agree to pay in full the Deferred Principal balance and any other amounts still owed under the Note and the Security Instrument by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
- If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.





5. 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.

6. 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, 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.

7. 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.

WELLS FARGO BANK, N.A.

*THIS* 08-25-10 Nedi B. Gulo (Seal)  
 VP of Loan Documentation  
 Name: \_\_\_\_\_ - Lender  
 Its:

Anthony R. Drito 8-19-10 (Seal)  
 ANTHONY R. DRITO - Borrower

\_\_\_\_\_  
 - Borrower (Seal)

\_\_\_\_\_  
 - Borrower (Seal)

\_\_\_\_\_  
 - Borrower (Seal)

\_\_\_\_\_  
 - Borrower (Seal)

\_\_\_\_\_  
 - Borrower (Seal)





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STATE OF Nevada COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 19th August 2010 by  
ANTHONY R. DIRITO



Signature of Person Taking Acknowledgment

*[Handwritten Signature]*

Printed Name

Brynn Bertucci

Title or Rank

Notary Public

Serial Number, if any

06-103181-5

**LENDER ACKNOWLEDGMENT**

STATE OF Minnesota COUNTY OF Dakota

The foregoing instrument was acknowledged before me this 8-23-10 by  
Nedi B. Gulo, the VP of loan documentation  
of Wells Fargo Bank NA

a \_\_\_\_\_, on behalf of said entity.

Signature of Person Taking Acknowledgment

*[Handwritten Signature]*

Printed Name

Haben M. Taffese

Title or Rank

Notary

Serial Number, if any

