DOC # 779681
03/10/2011 08:47AM Deputy: DW
OFFICIAL RECORD
Requested By:
FIRST AMERICAN NDTS
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 8 Fee: 21.00
BK-311 PG-1683 RPTT: 0.00

Tax Parcel No: 1220-03-210-054

When Recorded Mail To: FIRST AMERICAN TITLE P.O. BOX 27670 SANTA ANA, CA 92799-7670 ATTN: LMTS

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Original Recorded Date: APRIL 14, 2008
Original Principal Amount: \$ 202,500.00

Loan No. 5000012434

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 13TH day of JANUARY, 2011 between KIM R. SAGERS, AN UNMARRIED PERSON

("Borrower") and QUANTUM SERVICING CORPORATION

("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 8, 2008 and recorded in

Instrument No. 0721403

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

1339 SCARLET OAK DRIVE, GARDNERVILLE, NEVADA 89410

(Property Address)

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Form 3179 1/01 (rev. 01/09)

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CoreLogic, Inc.

CLDS# FM3179 Rev. 10-27-10

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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 JANUARY 1, 2011 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 209,082.97 , 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 7.250 %, from JANUARY 1, 2011 Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,426.31 , beginning on the 1ST day of FEBRUARY, 2011 , and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 7.250 % will remain in effect until principal and interest are paid in full. If on MAY 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:

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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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QUANTUM SERVICING CORPORATION (Seal) - Lender (Seal) - Borrower (Seal) - Borrower (Seal) - Borrower (Seal) - Borrower

CoreLogic, Inc.



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~	[Space Below	This Line for Acknowledgm	ients]
	BORROW	ER ACKNOWLEDGMEN	rT (\
State of NEVADA			. \ \
County of Doug	las		\ \
This instrument w	ras acknowledged befo	ore me on Januar	1 18, 2011 (date) by
(name(s) of person(s)).			_/
(Seal, if	SUSAN O'NEIL NOTARY PUBLIC STATE OF NEVADA	(Signature of nota	n O Nei O
MV	Commission Expires: 3-01-14 Certificate No: 08-103797-3		
		(Title and rank ((optional))
/	LENDER	R ACKNOWLEDGMENT	
State of 4 10 Pic	16		
County of $\frac{1}{112}$			
This instrument w	as acknowledged befor	re me on <u>Jan karv</u>	202011 (date) by
of Ogil Dha	son _	as MQ	lnagen
		(Signature of nota	rial officer)
(Seal, if any)		Alat	an Poblo
Jesse V Coo	sion DD914150	(Title and rank (optional))



ESCROW ADDENDUM TO LOAN MODIFICATION AGREEMENT

KIM R. SAGERS

1339 SCARLET OAK DRIVE GARDNERVILLE, NEVADA 89410 Loan Number: 5000012434

THIS ESCROW ADDENDUM TO LOAN MODIFICATION AGREEMENT (the "Escrow Addendum") is made this 13TH day of JANUARY, 2011 , and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement (the "Modification Agreement;" together, the "Agreements") entered into by the undersigned ("Borrower"), in favor of QUANTUM SERVICING CORPORATION ("Servicer").

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Modification Agreement, Borrower and Servicer further covenant and agree as follows:

- 1. In complying with the terms of the Modification Agreement, Borrower agrees to make monthly escrow payments along with their Principal and Interest payment by the 1st of each month. The monthly escrow payment is the amount needed to cover yearly tax, insurance and any previous shortage amounts as required upon completing a loan modification.
- 2. Borrower's total monthly payment including escrow (Principal, Interest, Taxes and Insurance), is broken down as follows:

•	P&I	\$1,426.31
	Taxes	\$163.82
•	Insurance	\$53.87
•	Overage/Shortage	\$22.53
•	Total	1,666.53

3. Borrower further understands that escrow amounts are subject to change based on yearly tax and insurance fluctuations and that Quantum will notify borrower of those changes, if applicable.

This Escrow Addendum only modifies the Modification Agreement in regard to the provisions addressed. All other terms and conditions remain in full force and effect.

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Escrow Addendum

CoreLogic, Inc.

CLDS# QSC101 Rev. 07-13-10

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BY SIGNING BELOW, Servicer and Borrower accept and agree to the terms and provisions contained in this Escrow Addendum.

QUANTUM SERVICING CORPORATION

CoreLogic Document Services CoreLogic, Inc. CLDS# QSC101-2 Rev. 07-13-10 Escrow Addendum

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EXHIBIT A

BORROWER(S): KIM R. SAGERS, AN UNMARRIED PERSON

LOAN NUMBER: 5000012434

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS: BEING A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 12 NORTH, RANGE 20 EAST FURTHER DESCRIBED AS FOLLOWS: LOT 34, BLOCK F, AS SET FORTH ON FINAL SUBDIVISION MAP LDA 01-047, PLANNED UNIT DEVELOPMENT FOR ARBOR GARDENS, PHASE 1, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA ON OCTOBER 18, 2002, BOOK 1002, PAGE 8155, AS DOCUMENT NO. 555262, AND BY CERTIFICATE OF AMENDMENT RECORDED FEBRUARY 20, 2003, IN BOOK 0203, AT PAGE **7818, AS DOCUMENT NO. 567590**

ALSO KNOWN AS: 1339 SCARLET OAK DRIVE, GARDNERVILLE, NEVADA 89410

