

**APN#** 132027001012

DOC # **779682**  
03/10/2011 08:48AM Deputy: DW  
**OFFICIAL RECORD**  
Requested By:  
**FIRST AMERICAN NDTs**  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 6 Fee: 44.00  
BK-311 PG-1691 RPTT: 0.00



LOAN MODIFICATION AGREEMENT  
**(Type of Document)**

**Recording Requested By and  
When Recorded Return To:**

*First American Title  
Loss Mitigation Title Services-LMTS  
P.O. Box 27670  
Santa Ana, CA 92799  
Attn: LMTS  
FAT# 6538156*

**STATE:** NEVADA  
**COUNTY:** DOUGLAS



**This page added to provide additional information required by NRS 111.312 Sections 1-2.  
(Additional recording fee applies) This cover page must be typed or printed.**



Loan #: 154883417

FOR INTERNAL USE ONLY

LOAN MODIFICATION AGREEMENT (Fixed Interest Rate-Recorded)

This Loan Modification Agreement ("Agreement"), made this 17th day of May 2010, between JOHN MERINO, and BAC Home Loans Servicing, LP (Lender), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the Security Instrument), dated the 19th day of December 2006 and in the amount of \$568,000.00 and recorded on the 29th day of December 2006 in Book No. 1206, Page No. 11004 as Document No. 0691838 in the Official Records of Douglas County, in the State of NEVADA, and (2) 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 in the 'Property', located at 1735 BUCKTHORN COURT, MINDEN, NV 89423.

Please See Attached Exhibit (A)

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 the 1st day of July 2010, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$618,819.36 consisting of the amount(s) loaned to the Borrower by the Lender which may include, are not limited to, any past due principal payments, interest, fees and/or costs capitalized to date.
2 The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of (See Attached Addendum) from the 1st day of June 2010. The Borrower promises to make monthly payments of principal and interest of U.S. (See Attached Addendum) beginning on the 1st day of July 2010, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on the 1st day of June 2050 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.
3 The Borrower will make such payments at PO Box 515503, Los Angeles, CA 90051-6803 or at such other place as the Lender may require.
4 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Agreement.
5 In consideration of this Modification, Borrower agrees that if any document related to the Security Instrument, Note and/or Modification is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, Borrower(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary. If the original promissory note is replaced the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original note. All documents Lender requests of Borrower(s) shall be referred to as Documents. Borrower agrees to deliver the Documents within ten (10) days after receipt by Borrower(s) of a written request for such replacement.

As evidenced by their signatures below, the Borrower and the Lender agree to the foregoing

JOHN MERINO (with signature)

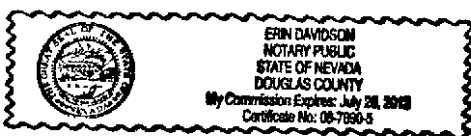
5-25-2010 Dated

STATE OF Nevada COUNTY OF Douglas

On 5/25/10 Before Erin Davidson Notary Public, personally appeared John Merino

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures (s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal. Erin Davidson Signature





BAC Home Loans Servicing, LP

BAC HOME LOANS SERVICING, LP

By:

*Carolina Catalana*

CAROLINA CATALANA

Dated:

3/2/11

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ Before \_\_\_\_\_

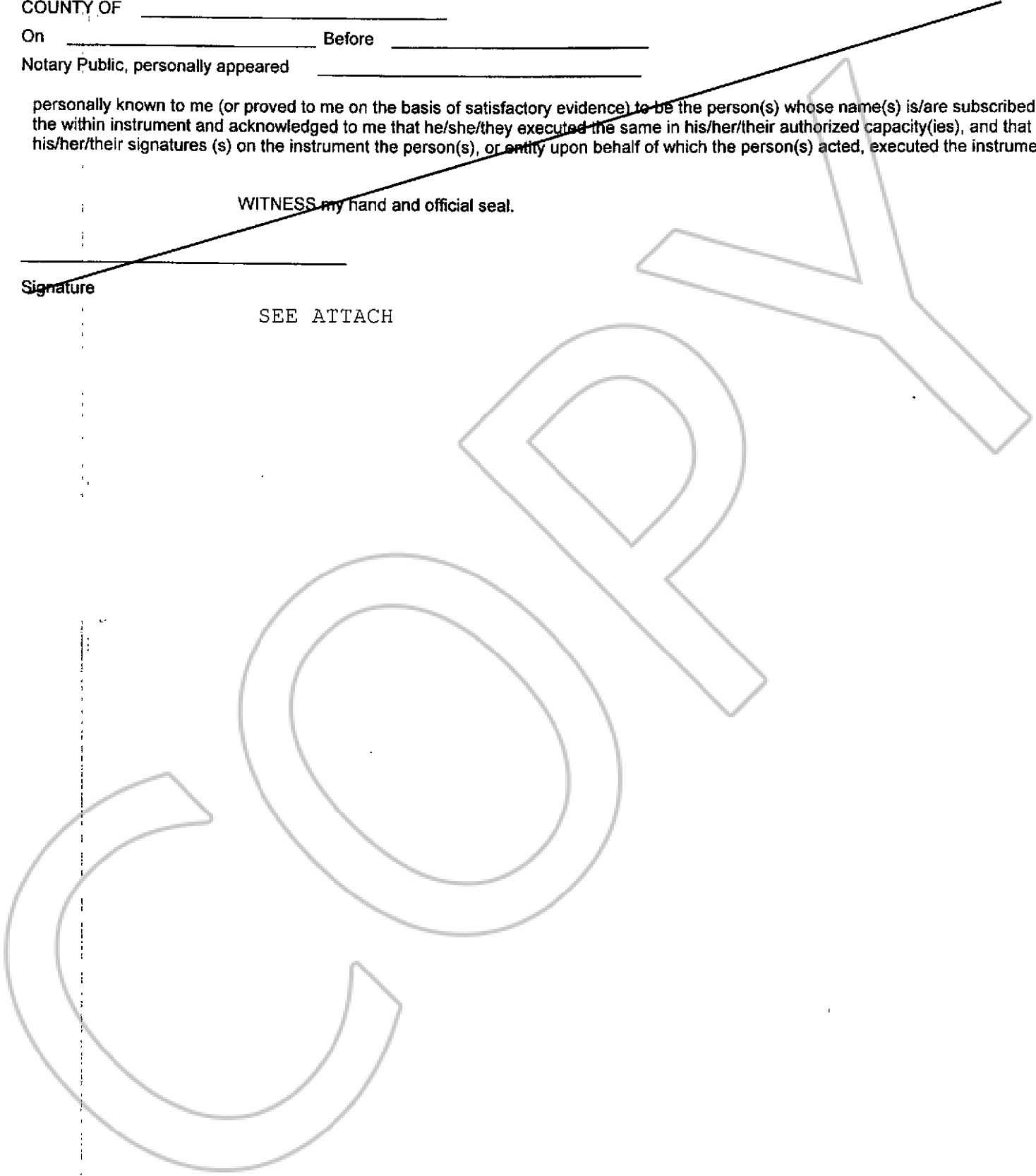
Notary Public, personally appeared \_\_\_\_\_

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures (s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

SEE ATTACH





### ACKNOWLEDGMENT

State of California  
County of           Ventura          )

On 03/02/2011 before me, Genevieve A. Hartney, Notary Public  
(insert name and title of the officer)

personally appeared Carolina Catalan, Officer Mortgage Servicing Unit Manager  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Genevieve A. Hartney

(Seal)



Date: May 17, 2010  
RE: BA2 Loan# 154883417  
Mortgagor: JOHN MERINO  
Property Address: 1735 BUCKTHORN COURT  
MINDEN, NV 89423

Please Return to:

Attn Home Retention Division: CA6-919-01-43  
400 Countrywide Way  
Simi Valley, CA 93065

BK-311  
PG-1695  
779682 Page: 5 of 6 03/10/2011

**STEP RATE LOAN MODIFICATION ADDENDUM  
TO LOAN MODIFICATION AGREEMENT**

The Step Rate Loan Modification Agreement Addendum (the "Addendum") is made this 17th day of May 2010, and is incorporated into and shall be deemed a part of that certain Loan Modification Agreement of even date herewith (the "Agreement") between JOHN MERINO, and BAC Home Loans Servicing, LP ("Lender"), which agreement amends and supplements that certain Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument").

**THIS ADDENDUM CONTAINS PROVISIONS PROVIDING FOR SCHEDULED INCREASES IN THE INTEREST RATE AND MONTHLY PAYMENT**

In consideration of the mutual promises and agreements exchanged and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Agreement, Security Instrument or the promissory note (the "Note"), except as specifically provided for herein):

**1. Interest Rate and Monthly Payment Increases.**

Notwithstanding anything to the contrary contained in the Note or referenced in the Agreement, the monthly principal and interest payment shall be calculated as follows:

The interest rate used to determine the monthly Principal and Interest payment shall change on the 1st day of June 2010 and on that day of every twelfth month thereafter (each such date, a "Change Date"), with the last such change date occurring on the 1st day of June 2018.

- a) The First Change Date shall occur on the 1st day of June 2010 at which time the interest rate shall be 2.000%. The monthly Principal and Interest shall be \$1,873.94 and shall be due and payable on 1st day of July 2010 and continuing thereafter on the same day of each succeeding month until 1st day of June 2015.
- b) The Second Change Date shall occur on the 1st day of June 2015 at which time the interest rate shall be 3.000%. The monthly Principal and Interest shall be \$2,177.09 and shall be due and payable on 1st day of July 2015 and continuing thereafter on the same day of each succeeding month until 1st day of June 2016.
- c) The Third Change Date shall occur on the 1st day of June 2016 at which time the interest rate shall be 4.000%. The monthly Principal and Interest shall be \$2,497.07 and shall be due and payable on 1st day of July 2016 and continuing thereafter on the same day of each succeeding month until 1st day of June 2017.
- d) The Fourth Change Date shall occur on the 1st day of June 2017 at which time the interest rate shall be 5.250%. The monthly Principal and Interest shall be \$2,917.94 and shall be due and payable on 1st day of July 2017 and continuing thereafter on the same day of each succeeding month until 1st day of June 2018.

Thereafter, monthly principal and interest payment shall remain the same until such time as the principal and interest due under the Note are paid in full. If on 1st day of June 2050 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by the Agreement and this Addendum, the Borrower shall pay these amounts in full on the Maturity Date.

BAC Home Loans Servicing, LP

By Carolina Catalana  
3/2/11 CAROLINA CATALANA  
Date 5-26-2010

JOHN MERINO



EXHIBIT "A"

The land referred to in this Commitment is situated in the County of Douglas, State of Nevada and is described as follows:

LOT 2, AS SET FORTH ON THE FINAL SUBDIVISION MAP PD NO. 01-018 (BUCKTHORN SUBDIVISION) FOR GMG DEVELOPMENT LLC, FILED FOR RECORD IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER ON JANUARY 30, 2002, IN BOOK 0102, AT PAGE 8899, AS DOCUMENT NO. 533512, OFFICIAL RECORDS.

DRAFT