



Tax Parcel No: 1220-22-110-107

When Recorded Mail To:  
MORTGAGE SERVICES  
PO BOX 5449  
MOUNT LAUREL, NEW JERSEY 08054  
Mailstop: DC

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

Original Recorded Date: MAY 29, 2003  
Original Principal Amount: \$ 170,000.00

Fannie Mae Loan No. 4003188334  
Loan No. 0023675713

CSREC1100960

**LOAN MODIFICATION AGREEMENT**  
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 1ST day of OCTOBER, 2010 ,  
between ROBERTA G GRIFFIS AND RUSSELL GRIFFIS, WIFE AND HUSBAND

("Borrower") and PHH MORTGAGE CORPORATION F/K/A PHH 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 MAY 22, 2003 and recorded in  
**Book or Liber 0503, at page(s) 15184, Instrument No. 0578296**  
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  
**1429 SHASTA DRIVE, GARDNERVILLE, NEVADA 89410** ,

(Property Address)

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

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

CoreLogic Document Services

(page 1 of 5)

CoreLogic, Inc.

CLDS# FM3179 Rev. 07-27-10



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the real property described being set forth as follows:

**LOT 17, AS SHOWN ON THE OFFICIAL MAP OF GARDNERVILLE RANCHOS UNIT NO. 5, FILED FOR RECORD ON NOVEMBER 4, 1970 IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, AS DOCUMENT NO. 50056. TAX PARCEL ID 1220-22-110-107**

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 **NOVEMBER 1, 2010**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **167,599.45**, 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 **6.316** %, from **NOVEMBER 1, 2010**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,162.35**, beginning on the **1ST** day of **DECEMBER, 2010**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **6.316** % will remain in effect until principal and interest are paid in full. If on **JUNE 01, 2033** (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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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 \$ 154,927.25. The principal balance secured by the existing security instrument as a result of this Agreement is \$ 167,599.45, which amount represents the excess of the unpaid principal balance of this original obligation.

PHH MORTGAGE CORPORATION F/K/A PHH MORTGAGE SERVICES

  
\_\_\_\_\_  
(Seal)  
Name: ANDREA KANOPKA - Lender  
Its: ASSISTANT VICE PRESIDENT

  
\_\_\_\_\_  
(Seal)  
ROBERTA G GRIFFIS - Borrower

  
\_\_\_\_\_  
(Seal)  
RUSSELL GRIFFIS - Borrower

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

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(Seal)  
- Borrower

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(Seal)  
- Borrower

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(Seal)  
- Borrower



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\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

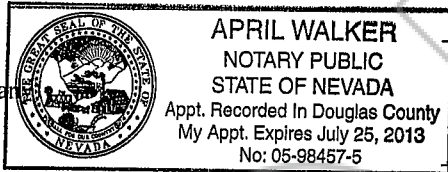
**BORROWER ACKNOWLEDGMENT**

State of NEVADA

County of Douglas

This instrument was acknowledged before me on 12/29/10 (date) by  
**ROBERTA G GRIFFIS AND RUSSELL GRIFFIS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(name(s) of person(s)).



(Seal, if any)

April Walker  
(Signature of notarial officer)

Notary Public  
(Title and rank (optional))

**LENDER ACKNOWLEDGMENT**

State of NEW JERSEY

County of BURLINGTON

This instrument was acknowledged before me on 6/15/11 (date) by  
**ANDREA KANOPKA** as **ASSISTANT VICE PRESIDENT**  
of PHH Mortgage Corporation F/K/A PHH Mortgage Services

(Seal, if any)

Candace Gallardo  
Notary Public of New Jersey  
My Commission Expires March 10, 2013

[Signature]  
(Signature of notarial officer)

Notary Public  
(Title and rank (optional))