

APN# 1220-21-610-017

DOC # 786049
07/07/2011 01:38PM Deputy: DW
OFFICIAL RECORD
Requested By:
First American NDTs
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 6 Fee: \$44.00
BK-711 PG-962 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# 6717966*

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 #: 78835530

FOR INTERNAL USE ONLY

LOAN MODIFICATION AGREEMENT
(Fixed Interest Rate-Recorded)

This Loan Modification Agreement ("Agreement"), made this 6th day of October 2010, between NORMAN G LEE, JEANINE M LEE 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 October 2004 and in the amount of \$254,000.00 and recorded on the 27th day of October 2004 in Book No. 1004, Page No. 11791 as Document No. 0627831 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 754 BLUEROCK ROAD, GARDNERVILLE, NV 89460.

Please See Attached Exhibit (A)

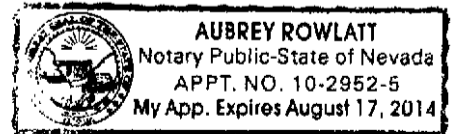
In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1 As of the 1st day of December 2010, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$254,355.67 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 November 2010. The Borrower promises to make monthly payments of principal and interest of U.S. (See Attached Addendum) 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. If on the 1st day of November 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

Norman G. Lee
NORMAN G LEE
Jeanine M. Lee
JEANINE M LEE

10-18-2010
Dated
10-18-10
Dated



STATE OF Nevada
COUNTY OF Douglas

On October 18, 2010 Before Aubrey Rowlett
Notary Public, personally appeared Norman Gilbert and Jeanine Gilbert
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. Aubrey Rowlett
Signature



BAC Home Loans Servicing, LP

By: 
Brian Simon

Dated: 6-22-11

STATE OF _____

COUNTY OF _____

On _____ Before _____

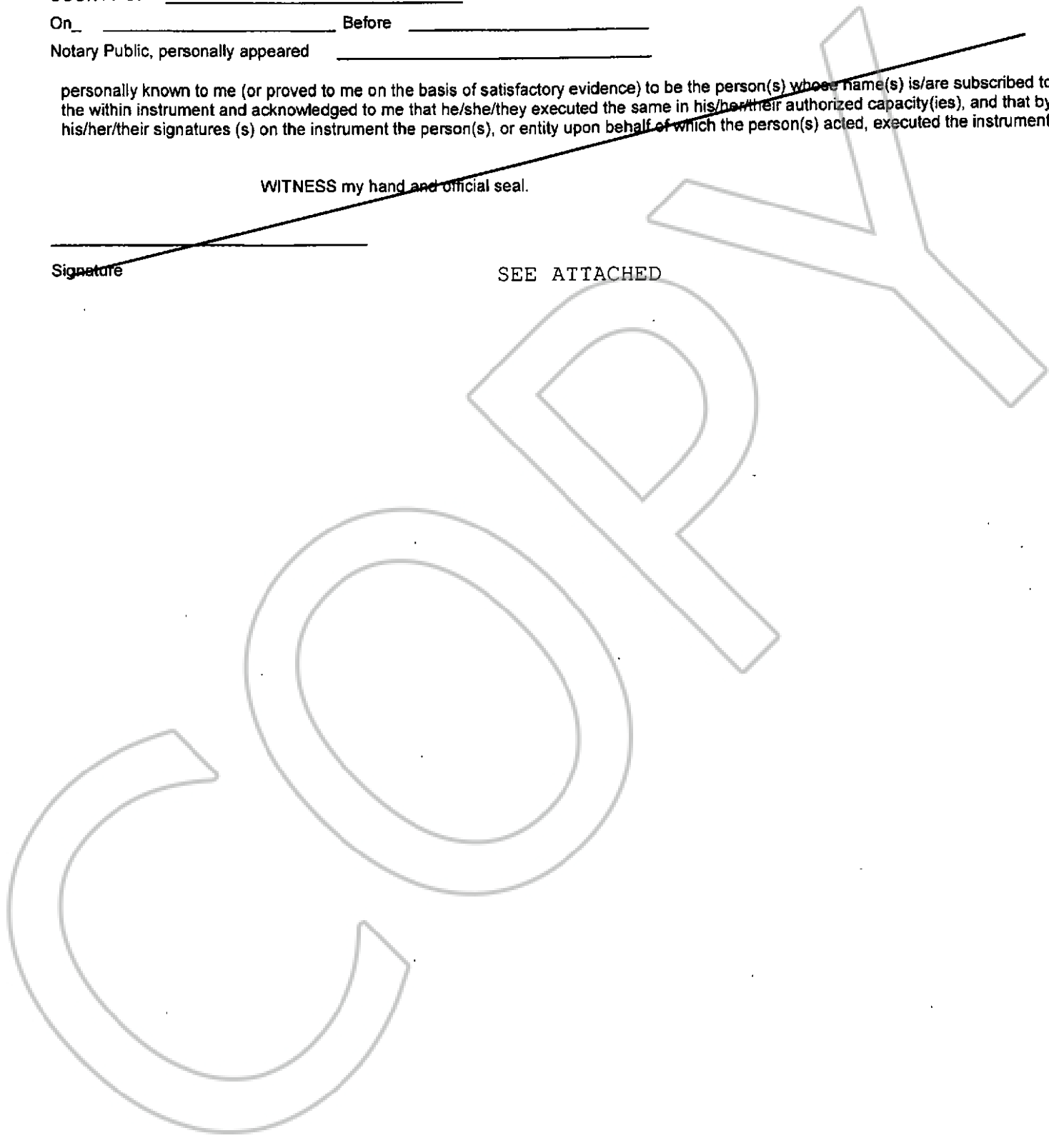
Notary Public, personally appeared _____

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 ATTACHED



Date: October 6, 2010
RE: BA2 Loan# 78835530
Mortgagor: NORMAN G & JEANINE M LEE
Property Address: 754 BLUEROCK ROAD
GARDNERVILLE, NV 89460

Please Return to:

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

BK 711
PG-965
786049 Page: 4 of 6 07/07/2011

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

The Step Rate Loan Modification Agreement Addendum (the "Addendum") is made this 6th day of October 2010, and is incorporated into and shall be deemed a part of that certain Loan Modification Agreement of even date herewith (the "Agreement") between NORMAN G LEE, JEANINE M LEE 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 November 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 November 2017.

- a) The First Change Date shall occur on the 1st day of November 2010 at which time the interest rate shall be 2.875%. The monthly Principal and Interest shall be \$892.33 and shall be due and payable on 1st day of December 2010 and continuing thereafter on the same day of each succeeding month until 1st day of November 2015.
- b) The Second Change Date shall occur on the 1st day of November 2015 at which time the interest rate shall be 3.875%. The monthly Principal and Interest shall be \$1,027.86 and shall be due and payable on 1st day of December 2015 and continuing thereafter on the same day of each succeeding month until 1st day of November 2016.
- c) The Third Change Date shall occur on the 1st day of November 2016 at which time the interest rate shall be 4.125%. The monthly Principal and Interest shall be \$1,062.52 and shall be due and payable on 1st day of December 2016 and continuing thereafter on the same day of each succeeding month until 1st day of November 2017.

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 November 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 Brian Simon
Date 10-18-10

Norman G. Lee
NORMAN G LEE
Jeanine M. Lee
JEANINE M LEE



ACKNOWLEDGMENT

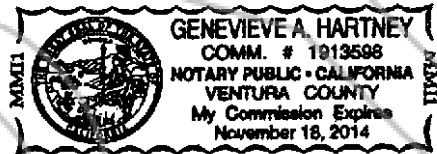
State of California
County of Ventura)

On 06/22/2011 before me, Genevieve A. Hartney, Notary Public
(insert name and title of the officer)

personally appeared Brian Simon, AVP
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)





COUNTY of DOUGLAS :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LOT 347 OF GARDNERVILLE RANCHOS UNIT NO. 6, ACCORDING TO THE MAP THEREOF,
FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY,
STATE OF NEVADA, ON MAY 29, 1973, IN BOOK 573, PAGE 1026, AS FILE NO.
66512.

which currently has the address of 754 BLUEROCK ROAD [Street],
GARDNERVILLE [City], Nevada 89460 [Zip Code] ("Property Address"):

COPY