



Investor Loan # 9159638

**After Recording Return To:**  
GMAC Mortgage, LLC  
3451 Hammond Avenue  
Waterloo, IA 50702  
Custodian ID: RW1

This document was prepared by GMAC Mortgage, LLC

SPN#: 13201002005

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W402120

### MODIFICATION AGREEMENT

Borrower ("I"): YVETTE M KVASNICKA ROBERT DATIN KVASNICKA, *wife, husband*  
Lender/Service or Agent for Lender/Service ("Lender"): GMAC Mortgage, LLC *\$486,000.00*  
Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 2/19/2004  
Loan Number: 7419683396 *mod ef. date: 3-1-11*  
Property Address [and Legal Description if recordation is necessary] ("Property"): 1786 ELDON WAY  
MINDEN NV 89423

If my representations in Section 1 continue to be true in all material respects, then this Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, and if applicable, recorded on ~~with~~ Instrument Number in Book and/or Page number of the real property records of DOUGLAS County, NV. Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 1786 ELDON WAY MINDEN NV 89423, which real property is more particularly described as follows. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender/Service or Agent for Lender/Service. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

*\* 3-1-11 Inst # 0006055, book 0304, page 00495*

If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.



**(Legal Description – Attached as Exhibit if Recording Agreement)**

This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. **My Representations.** I certify, represent to Lender and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;
- D. I have provided documentation for **all** income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for a modification of the Loan Documents);
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct; and,
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will so; and;
- G. I have made or will make all payments required under a Trial Period Plan or Loan Workout Plan.
- H. If I was discharged in a Chapter 7 bankruptcy proceedings subsequent to the execution of the Loan Documents. Based on this representation, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.

2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this Agreement;
- B. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- C. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. **The Modification.** If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on 4/1/2011 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. The Loan Documents will be modified and the first modified payment will be due on 4/1/2011.

- A. The new Maturity Date will be: 3/1/2034.
- B. The modified Principal balance of my Note will include all amounts and arrearages that will be past due (excluding unpaid late charges) less any amounts paid to the Lender but not previously credited to my Loan. The new Principal balance of my Note will be \$512,756.14 (the "New Principal Balance").



- C. Interest at the rate of 3.750% will begin to accrue on the New Principal Balance as of 3/1/2011 and the first new monthly payment on the New Principal Balance will be due on 4/1/2011.

My payment schedule for the modified Loan is as follows:

Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Payment Ends on
3.750%	3/1/2011	\$2,775.48	\$409.56, adjusts periodically	\$3,185.04, adjusts periodically	4/1/2011	3/1/2016
4.75000%	3/1/2016	\$3,003.03	Adjusts periodically	Adjusts periodically	4/1/2016	3/1/2017
5.00000%	3/1/2017	\$3,058.75	Adjusts periodically	Adjusts periodically	4/1/2017	3/1/2034

The Escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified Loan will be the minimum payment that will be due each month for the remaining term of the Loan. My modified Loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.

**4. Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless a borrower or co-borrower is deceased or the Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, mortgage insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.



**D. Funds for Escrow Items.** I will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." I shall promptly furnish to Lender all notices of amounts to be paid under this Section 4.D. I shall pay Lender the Funds for Escrow Items unless Lender waives my obligation to pay the Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, I shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and I shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, I shall pay to Lender all Funds, and in such amounts, that are then required under this Section 4.D.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay me any interest or earnings on the Funds. Lender and I can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide me, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to me for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.



Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to me any Funds held by Lender.

- E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed. If I was discharged in a Chapter 7 bankruptcy proceedings subsequent to the execution of the Loan Documents. Based on this representation, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents, except that the Note, and the payment obligation created thereunder, are not enforceable against me personally.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, Lender shall not exercise this option if federal law prohibits the exercise of such option as of the date of such sale or transfer. Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- H. That, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. This Agreement may not, under any circumstances, be assigned to, or assumed by, a buyer of the Property.
- I. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provisions is null and void.
- J. That MERS holds only legal title to the interests granted by the Borrower in the mortgage, but if necessary to comply with law or custom, MERS (as nominee for Lender\Servicer or Agent for Lender\Servicer) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of lender including, but not limited to, releasing and canceling the mortgage Loan.
- K. By signing, I acknowledge that I have received the "Notice of Special Flood Hazard and Availability of Federal Disaster Relief Assistance" if my property is located in a Special Flood Hazard Area. I further acknowledge that I have received this notice in sufficient time to have the opportunity to become aware of my responsibilities under the National Flood Insurance Program and to purchase adequate flood insurance prior to the completion of this loan modification.



In Witness Whereof, the Lender and I have executed this Agreement.

(Seal) Yvette M Kvasnicka  
YVETTE M KVASNICKA \_\_\_\_\_  
Witness

3-15-2011  
Date \_\_\_\_\_  
Print Name \_\_\_\_\_

(Seal) \_\_\_\_\_  
Witness

\_\_\_\_\_  
Date \_\_\_\_\_  
Print Name \_\_\_\_\_

(Seal) \_\_\_\_\_  
Witness

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Date \_\_\_\_\_  
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(Seal) \_\_\_\_\_  
Witness

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Date \_\_\_\_\_  
Print Name \_\_\_\_\_

[Space Below This Line For Acknowledgement]

**BORROWER ACKNOWLEDGMENT**

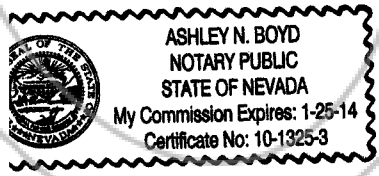
State of Nevada

County of Carson

On March 15, 2011, before me Ashley N. Boyd, personally appeared YVETTE M KVASNICKA, 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 signature(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  
Ashley N. Boyd  
Notary Public

My Commission Expires: 1-25-14





In Witness Whereof, the Lender and I have executed this Agreement.

(Seal) \_\_\_\_\_  
YVETTE M KVASNICKA

\_\_\_\_\_  
Witness

Date: [Signature]

\_\_\_\_\_  
Print Name

(Seal) [Signature]  
ROBERT DATIN KVASNICKA

\_\_\_\_\_  
Witness

Date: 6-9-11

\_\_\_\_\_  
Print Name

(Seal) \_\_\_\_\_

\_\_\_\_\_  
Witness

Date \_\_\_\_\_

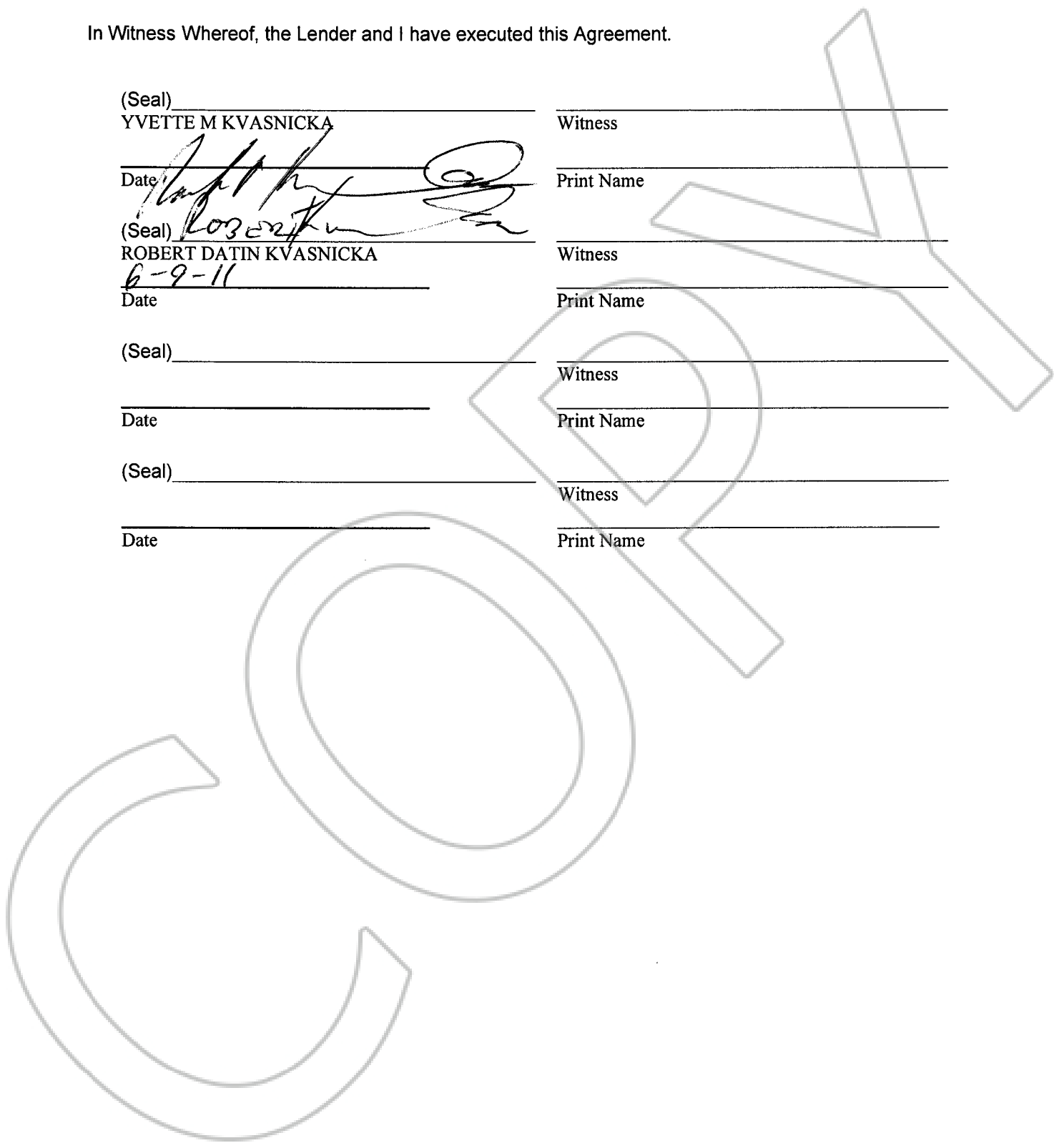
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(Seal) \_\_\_\_\_

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Date \_\_\_\_\_

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Print Name





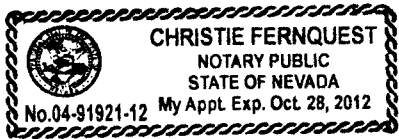
\_\_\_\_\_[Space Below This Line For Acknowledgement]\_\_\_\_\_

**BORROWER ACKNOWLEDGMENT**

State of Nevada

County of Carson

On June 11, 2011, before me Christie Fernquest, personally appeared ~~YVETTE M KVASNICKA~~ ROBERT DATIN KVASNICKA, 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 signature(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]

Notary Public  
My Commission Expires: 10-28-2012







Lisa Howard

Mortgage Electronic Registration Systems, Inc as nominee for Lender

Date: 6/22/11

**LENDER ACKNOWLEDGMENT**

State of IOWA  
County of Linn

On this 22 day of June, 2011, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Lisa Howard personally known to me or identified to my satisfaction to be the person who executed the within instrument as Authorized Officer of Mortgage Electronic Registration Systems, Inc as nominee for Lender and they duly acknowledged that said instrument is the act and deed of said entity, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.

Betty R. Weaver  
Notary Public



My Commission Expires: 12-14-13



**LEGAL DESCRIPTION:**

ALL THAT CERTAIN PROPERTY SITUATE IN SECTIONS 11 AND 12, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.B.&M., DOUGLAS COUNTY, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

PARCEL 57 AS SHOWN ON RECORD OF SURVEY FOR BERNARD FURLAN AND ANGEL GIUSTI, RECORDED JANUARY 27, 1983, IN BOOK 183, PAGE 1298, DOCUMENT NO. 75477.

PARCEL 2:

ALL THAT CERTAIN PARCEL OF LAND CONVEYED TO EMILE FURLAN, A MARRIED MAN, ANGELO GIUSTI, A MARRIED MAN, BERNARD FURLAN, A MARRIED MAN, AND ROBERT LEAL, AN UNMARRIED MAN, IN QUIT CLAIM DEED RECORDED NOVEMBER 2, 1983, IN BOOK 1183, PAGE 219, DOCUMENT NO. 90383, OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.B.&M., AS SHOWN ON THE RECORD OF SURVEY FILE NO. 51917, OF DOUGLAS COUNTY RECORDS; THENCE ALONG THE NORTH LINE OF THE PROPERTY OF NEVIS INDUSTRIES, INC., AS SHOWN ON SAID SURVEY SOUTH 88°21'09" WEST 5319.55 FEET; THENCE NORTH 0°53'42" EAST 228.24 FEET TO A 5/8" IRON PIN WITH AN ALUMINUM CAP MARKED AS THE CORNER COMMON TO SECTION 10, 11, 14 AND 15, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.B.&M.; THENCE ALONG THE SECTION LINE SOUTH 89°11'18" EAST 5314.32 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

TOGETHER WITH A NON-EXCLUSIVE ROAD EASEMENT OVER AND ACROSS THE PARCELS OF LAND HERE-IN-ABOVE MENTIONED AS SET FORTH ON THE LAND DIVISION MAP BEING A PORTION OF PARCEL 2 LAND DIVISION MAP, DOCUMENT NO. 19092, BEING PORTIONS OF SECTIONS 2, 3, 4, 5, 9, 10, 11, 12, 15, 16, 21 AND 22, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.B.&M., FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON NOVEMBER 2, 1978, AS DOCUMENT NO. 27700, EXCEPTING THEREFROM ALL THOSE CERTAIN ROAD EASEMENTS TRAVERSING THE HERE-IN-ABOVE FIRST MENTIONED PARCEL OF LAND.