

APN# 1419-22-710-012

DOC # 0790104 09/26/2011 02:35 PM Deputy: SG

OFFICIAL RECORD

Requested By:
FIRST AMERICAN TITLE INS CO

Douglas County - NV Karen Ellison - Recorder

Page: 1 Of 5 Fee: 18.00 BK-0911 PG-4657 RPTT: 0.00



Loan Extension of the Promissory Note and Deed of Trust (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# 6838279

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.



When recorded mail to: #:6838279 First American Title Loss Mitigation Title Services 12106.3 P O Box 27670 Santa Ana, CA 92799 RE' WOLZ - BMPG+

Prepared By: Sadi Waterstraat U.S. Bank Home Mortgage 16900 West Capitol Drive Brookfield, WI 53005 Phone: (262) 373-4759

Service Loan Number: 7884537966

LOAN EXTENSION OF THE PROMISSORY NOTE AND DEED OF TRUST

ONE ORIGINAL LOAN PROMISSORY NOTE, MODIFICATION EXTENSION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Balloon Loan Modification ("Modification"), entered into effective as of 2 day of 1 between MARK R WOLZ & ANGELA B WOLZ, TRUSTEES OF THE MARK & ANGELA WOLZ TRUST UNDER AGREEMENT DATED JANUARY 31, 2004 ("Borrower"), and U.S. Bank N.A. ("Lender"), and given to Mortgage Electronic Registrations Systems, Inc. ("MERS") (solely as nominee for Lender, and Lender's successors and assigns), as beneficiary, MERS in organized and existing under the laws of Delaware, amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated JUNE 6, 2008, securing the original principal sum of U.S. \$208,000.00, recorded on JUNE 20, 2008, Document Number 725467 and in DOUGLAS County Records in the State of NEVADA. (2) the Balloon Note bearing the same date as, and secured by the Security Instrument (the "Note) which has been assigned MERS Registration No. 1000212 7884537966 3 and MERS Registration Date JUNE 24, 2008 which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property," located at: 328 JAMES CANYON LOGENOA NV 89411, the real property described being set forth as follows:

SEE ATTACHED EXHIBIT 'A'

Parcel ID Number: 1419-22-710-012

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

This is a Mortgage Amendment as defined in M.S 287, 01 Subd 2, and as such does not secure a new or increased amount of debt.

1. As of AUGUST 1, 2011, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$149,287,78.

KATHLEEN CHAMBERLAIN
NOTARY PURI IC

STATE OF NEVADA My Appt. Exp. Feb. 1, 2015

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 a yearly rate of 4.00%, beginning AUGUST 1, 2011. The Borrower promises to make monthly payments of principal and interest of U.S. \$754.22, beginning on the 1st day of AUGUST 2011, and continuing thereafter on the same day of each succeeding month until principal and interest are paid-in-full. If on JULY 1, 2014 ("Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Promissory Note, Modification Extension, the Borrower will pay these amounts in full on the Modified Maturity Date. At this time of Maturity Date, full principal balance is due in full.

The Borrower will make such payments at 4801 Frederica Street, Owensboro, Kentucky 42301 or at such other place the Lender may require.

- 3. The Borrower will comply with all other covenants, agreements, and requirements of the Note and Security Instruments, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, all terms and provisions of the Loan Modification Agreement are forever canceled, null and void, as of the maturity date of the Note.
- 4. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Modification.

Mark R Wolz Angela B Wog Angela B Wog Angela B Wog
MARK R WOLZ ANGELAB WOLZ
State of NY
County of <u>Carson</u>
I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county
aforesaid to take acknowledgments, personally appeared MARK R WOLZ & ANGELA B WOLZ, to be known to be
the person described in and who executed the foregoing instrument and acknowledged before me that THE
executed the same for the purpose therein expressed.
·····································
Witnesses my hand and official seal in the county and state afore said this <u></u> day of <u>August</u> , 2011.
My Commission Expires: Deb. 1, 2015
Lackleen Chamberlain (445) 445-8008
Signature Notary Public Notary Phone Number

Name (typed or printed)

BK- 0911 PG- 4660

Lender:

U.S. BANK N.A.

By Atual A Vice President

State of Wisconsin County of Waukesha

I, Rosemary Kollenbroich, a Notary Public within and for the State and County aforesaid, do hereby certify that the foregoing instrument was this day produced before me and in said State and County by the above named <u>Patricia A</u> <u>Ludka, Vice President</u>, and was executed and acknowledged and delivered to be the act and deed of the above company.

Witness my hand and seal of office this

day of

. 2011.

My Commission Expires: March 3, 2013

Signature Notary Public

Signature Notary Public

Rosemary Kollenbroich Name (typed or printed)

BK- 0911 PG- 4661 9/26/2011

EXHIBIT "A"

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

PARCEL A:

Lot 43, as shown on the Final Subdivision Map Planned Unit Development PD 05-012 for CANYON CREEK ESTATES, recorded on March 15, 2007, in the office of the County Recorder, Douglas County, Nevada, in Book 0307 at Page 4530 as Document No. 697065, Official Records, and that certain Certificate of Amendment recorded on March 27, 2007 in Book 0307 at Page 8650 as Document No. 0697842 changing the name of the Subdivision Map to CANYON CREEK ESTATES PHASE 2.

PARCEL B:

Together with those certain easements for storm drainage, slope and drainage, as granted to Ronald L. Simek, an unmarried man, over Parcel 22 as shown on Record of Survey Map No. 403935, as described in Easement Deed recorded on March 6, 2002 in Book 0302 at Page 1943 as Document No. 536314, Official Records.

Also together with an easement for a temporary septic system as described in Agreement recorded on August 12, 2004 in Book 0804 at Page 4808 as Document No. 621280, Official Records.

Also together with those certain rights as set forth in Document recorded on August 12, 2004 in Book 0804 at Page 4821 as Document No. 621281, Official Records.