Assessor's Tax Number: 142007616010

Recording Requested By & Return To: Chicago Title ServiceLink Division 4000 Industrial Blvd

Aliquippa, PA 15001

Prepared By: LoanCare Servicing Center, Inc. 3637 Sentara Way, Suite 303 Virginia Beach, VA 23452

Juanita Saundeis

Mail Tax Statements To: Joanna D Pactz 3564 Vista Grande Blvd Carson City, NV 89705

DOC # 794633 12/21/2011 02:23PM Deputy: SG OFFICIAL RECORD Requested By: ServiceLink Aliquippa Douglas County - NV Karen Ĕllison - Ŕecorder Page: 1 of 7 Fee: \$20 BK-1211 PG-4657 RPTT: 0.00 Fee: \$20.00



# LOAN MODIFICATION

(Providing for Fixed Interest Rate)

Loan Number: 4949665

MERS Phone: 1-888-679-6377

May, 2011

MIN 1000730 0083380089 9 17th

This Loan Modification Agreement ("Agreement"), made this

between

Joanna D Paetz, a married woman as her sole and separate property

day of

("Borrower") and Freedom Mortgage Corporation

("Lender"), and Mortgage Electronic Registration Systems, Inc., (Mortgagee), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated granted or assigned to Mortgage Electronic Registration Systems, Inc, as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded in the

County

Records of

[Name of Records]

## LOANCARE SERVICING CENTER, INC. MODIFIED

LOAN MODIFICATION AGREEMENT WITH MERS - Single-Family - Fannic Mae Uniform Instrument - Providing For Fixed Interest Rate

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

Amended for Nevada to include Notary Acknowledgments and other information

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Wolters Kluwer Financial Services @2009, 2008

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**BK 1211** PG-4658

## Douglas, Nevada

[County and State, or other jurisdiction]

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 the "Property," located at

Recorded 1/24/2009 BOOK 109 Page 5945 Original Amount \$ 221.044.00 3564 Vista Grande Blvd Carson City, NV 89705

[Property Address]

the real property described being set forth as follows:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF, AS 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);

- May 17, 2011 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 220,809.00 , 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 for the first year at the yearly rate of 4.750 % from May 1, 2011

Borrower promises to make monthly payments of principal and interest in the amount of U.S. \$ 1,151.84 beginning on the 1st day of June, 2011 , and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.

The yearly rate of 4.750 % will remain in effect until principal and interest is paid in full.

(the "Maturity Date"), Borrower still owes amounts under the Note and the May 1, 2041 Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

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.

# LOANCARE SERVICING CENTER, INC. MODIFIED

LOAN MODIFICATION AGREEMENT WITH MERS - Single-Family - Fannie Mae Uniform Instrument - Providing For Fixed Interest Rate

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

**BK 1211** 

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. I above:

- (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.I 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.

#### LOANCARE SERVICING CENTER, INC. MODIFIED

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**BK 1211** 

Joanna D. Party 5/23/11	(Seal)
Joanna D Pacife	-Borrower
	\ \
	(Seal)
	-Borrower
	(Seal)
	-Borrower
	(Seal)
	-Borrower
	(Seal)
	-Borrower
	(01)
	(Seal) -Borrower
	2011011101
	(Seal)
	-Borrower
	(Seal)
	-Borrower
BORROWER ACKNOWLEDGMENT	
State of Nevada	
County of Douglas	
This instrument was acknowledged before me on May 23 to 2011	by
Joanna D Paetz pecoessocionisticismo	-,
SARAH M. DILL NOTARY PUBLIC	
STATE OF NEVADA (No.06-107344-12 My Appt Exp. May 18, 2014)	
- Commence of the Comment of the Com	•
My commission expires: May 16th, 20th	11
Notary Public	<del></del>

LOAN MODIFICATION AGREEMENT WITH MERS - Single-Family - Fannie Mae Uniform Instrument - Providing For Fixed Interest Rate

Amended for Nevada to include Notary Acknowledgments and other information

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

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Freedom Mortgage Corporation

By LoanCare, a Division of FNF Servicing, Inc. as Agent under Limited POA

(Seal) -Lender

by

**BK 1211** 

By:

HEDUA WILLIAMS

LoanCare, a Division of FNF Servicing, Inc. By POA 06/07/10

LENDER ACKNOWLEDGMENT

State of Virginia County of Virginia Beach

This instrument was acknowledged before me on HENA NILLAMS, Vice President LoanCare, a Division of FNF Servicing, Inc. By POA 06/07/10

as attorney-in-fact for

Freedom Mortgage Corporation
By LoanCare, a Division of FNF Servicing, Inc. as Agent under Limited POA

LOANCARE SERVICING CENTER, INC. MODIFIED

LOAN MODIFICATION AGREEMENT WITH MERS - Single-Family - Fannie Mae Uniform Instrument - Providing For Fixed Interest Rate

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Mortgage Electronic Registration Systems, Inc.

(Seal)

-Mortgagee

By:

ARONA WILLIAMS

**Assistant Secretary** 

MORTGAGEE ACKNOWLEDGMENT

**ARONA WILLIAMS** 

State of Virginia

County of Virginia Beach

This instrument was acknowledged before me on

May 25, 2011

by.

Assistant Secretary

Mortgage Electronic Registration Systems, Inc.

as on behalf of



Diarna Saverport

LOANCARE SERVICING CENTER, INC. MODIFIED

LOAN MODIFICATION AGREEMENT WIFH MERS - Single-Family - Fannie Mae Uniform Instrument - Providing For Fixed Interest Rate

Amended for Nevada to include Notary Acknowledgments and other information

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

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BK 1211 PG-4663

# Exhibit A Legal Description

ALL THAT PARCEL OF LAND IN CITY OF CARSON CITY, DOUGLAS COUNTY, STATE OF NEVADA, AS MORE FULLY DESCRIBED IN DEED BOOK 905, PAGE 11423, ID# 142007616010, BEING KNOWN AND DESIGNATED AS LOT 60, BLOCK A, AS SHOWN ON THE FILED MAP OF HIGHLAND ESTATES UNIT NO. 2, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON JULY 27,1978, AS DOCUMENT NO. 17090.

BY FEE SIMPLE DEED FROM MARILYN KAY LICURSI, AN UNMARRIED WOMAN, WHO ACQUIRED TITLE AS MARILYN K. LICURSI, A MARRIED WOMAN AS SET FORTH IN DEED BOOK 905, PAGE 11423 DATED 09/20/2005 AND RECORDED 09/28/2005, DOUGLAS COUNTY RECORDS, STATE OF NEVADA.

