

APN #: 122009810056

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05/04/2012 12:38PM Deputy: PK
OFFICIAL RECORD
Requested By:
First American NDTs
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 10 Fee: \$23.00
BK-512 PG-1312 RPTT: 0.00



This Document Prepared By:
TONYA HENDRIXSON
PNC MORTGAGE
3232 NEWMARK DR
MIAMISBURG, OH 45342
(888) 224-4702

When Recorded Mail To:
FIRST AMERICAN TITLE
ATTN: LMTS
P.O. BOX 27670
SANTA ANA, CA 92799-7670

Tax/Parcel No. 122009810056

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Original Principal Amount: \$215,200.00

Investor Loan No.: 0005345250

Unpaid Principal Amount: \$227,598.98

Loan No: 0005345250

New Principal Amount \$243,611.45

New Money (Cap): \$16,012.47

LOAN MODIFICATION AGREEMENT

(Providing for Step Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 26TH day of MARCH, 2012, between **GARTH GIVENS AND, RENEE ALLEN HUSBAND AND WIFE** ("Borrower") whose address is **1412 MARLETTE CIR, GARDNERVILLE, NEVADA 89460** and **PNC MORTGAGE** ("Lender"), whose address is **3232 NEWMARK DR, MIAMISBURG, OH 45342**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **JANUARY 24, 2007** and recorded on **JANUARY 31, 2007** in **INSTRUMENT NO. 2007-0694072 BOOK 0107, AT PAGE(S) 10200**, of the **OFFICIAL** Records of **DOUGLAS COUNTY, 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 the "Property", located at

1412 MARLETTE CIR, GARDNERVILLE, NEVADA 89460
(Property Address)



the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE

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, **APRIL 1, 2012**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$243,611.45**, 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 **3.2500%** from **APRIL 1, 2012**, and Borrower promises to pay monthly payments of principal and interest in the amount of U.S. **\$1,192.33** beginning on the **1ST** day of **MAY, 2012**. The new Maturity Date will be **FEBRUARY 1, 2037**. Borrower's payment schedule for the modified loan is as follows:



Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payment Begins On	Number of Monthly Payments
1-36	3.2500%	04/01/2012	\$1,192.33	05/01/2012	36
37-298	4.0000%	04/01/2015	\$1,280.45	05/01/2015	262

Borrower shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **FEBRUARY 1, 2037**, (the "Maturity Date"), Borrower still owes amounts under the Note and 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:

- (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.
6. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt**
7. Notwithstanding anything to the contrary contained in this Agreement, Borrower and Lender acknowledge the effect of a discharge in bankruptcy that has been granted to Borrower prior to the execution of this Agreement and that Lender may not pursue Borrower for personal liability. However, Borrower acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances. The parties agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default thereunder. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.



In Witness Whereof, the Lender have executed this Agreement.

PNC MORTGAGE

[Signature]
By **AMBER JOHNSTON** (print name)
Mortgage Officer (title)

4/23/12
Date

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

State of Ohio
County of Montgomery

The foregoing instrument was acknowledged before me this 4/23/12
(date) by **AMBER JOHNSTON**, the **MORTGAGE OFFICER** of **PNC MORTGAGE**, a
_____, corporation, on behalf of the corporation



HOPE HOLMES
NOTARY PUBLIC
IN AND FOR THE STATE OF OHIO
MY COMMISSION EXPIRES SEPT. 30, 2015

[Signature]
(Signature of person taking acknowledgment)

Notary Public
(Title or rank)

(Serial Number, if any)

This instrument was prepared by:
PNC MORTGAGE
3232 NEWMARK DR
MIAMISBURG, OH 45342



In Witness Whereof, I have executed this Agreement.

Garth Givens (Seal)

Borrower
GARTH GIVENS

4-3-12
Date

Borrower (Seal)

Date

Borrower (Seal)

Date

[Space Below This Line for Acknowledgments]

Borrower (Seal)

Borrower
RENEE ALLEN

Date

Borrower (Seal)

Date

Borrower (Seal)

Date

BORROWER ACKNOWLEDGMENT

STATE OF NEVADA
COUNTY OF Douglas

The foregoing instrument was acknowledged before me this April 3, 2012 by
GARTH GIVENS, ~~RENEE ALLEN~~

Signature of Person Taking Acknowledgment *Gerri Carlson*

Printed Name Gerri Carlson

Title or Rank _____

Commission expires Nov 1, 2014

Serial Number, if any —





In Witness Whereof, I have executed this Agreement.

Borrower
GARTH GIVENS

Date

Borrower

Date

Borrower

Date

[Space Below This Line for Acknowledgments]

[Signature]

Borrower
RENEE ALLEN

Date

Borrower

Date

Borrower

Date

BORROWER ACKNOWLEDGMENT

STATE OF NEVADA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by **GARTH GIVENS, RENEE ALLEN** *AS.*

Signature of Person Taking Acknowledgment *Refer to Attached Acknowledgment*

Printed Name _____

Title or Rank _____

Commission expires _____

Serial Number, if any _____



ACKNOWLEDGMENT

State of California
County of Orange

On April 6, 2012 before me, Andrew Sterner, Notary Public
(insert name and title of the officer)

personally appeared Renee Elizabeth Allen,
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 Andrew Sterner (Seal)



EXHIBIT A

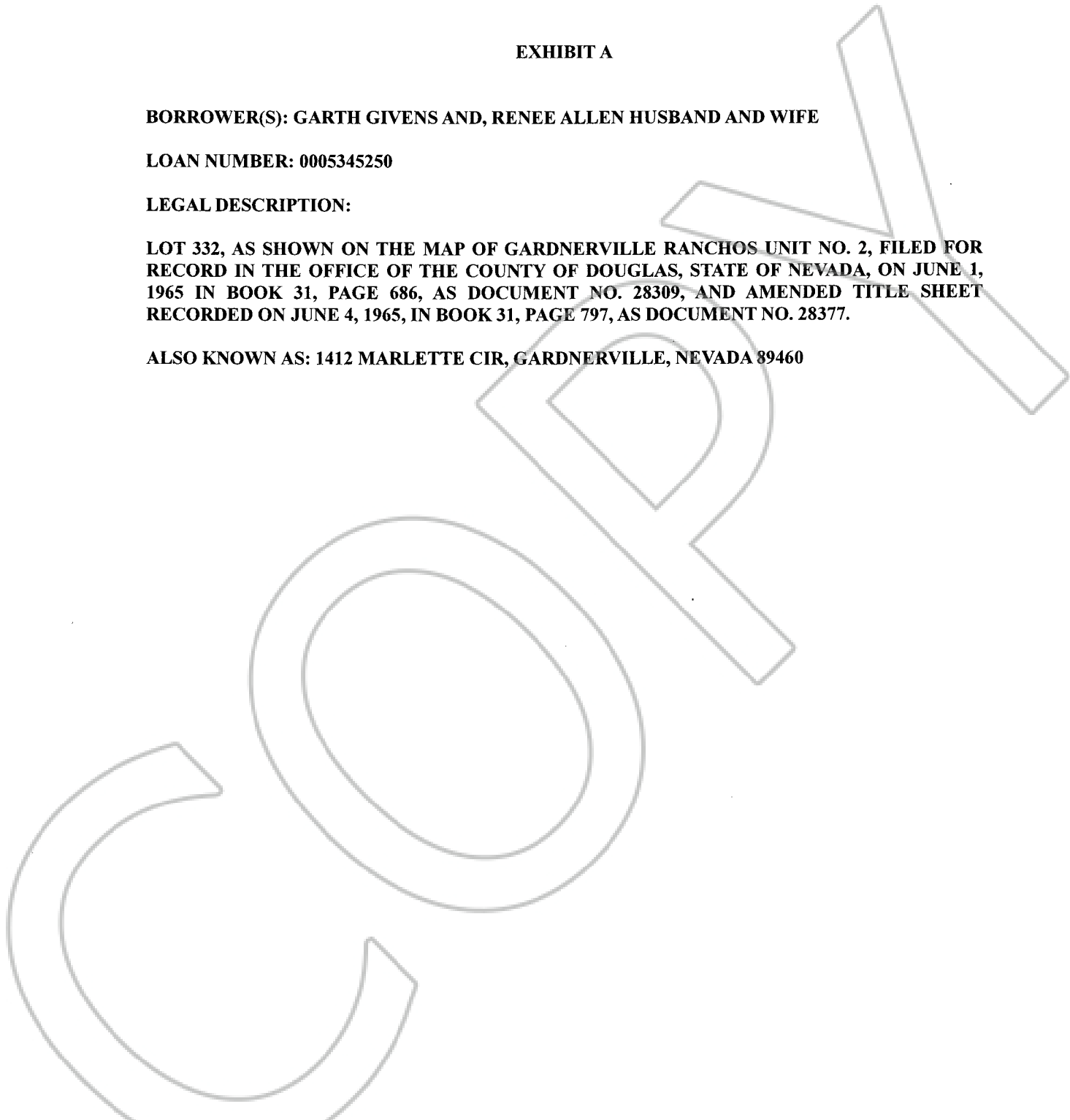
BORROWER(S): GARTH GIVENS AND, RENEE ALLEN HUSBAND AND WIFE

LOAN NUMBER: 0005345250

LEGAL DESCRIPTION:

LOT 332, AS SHOWN ON THE MAP OF GARDNERVILLE RANCHOS UNIT NO. 2, FILED FOR RECORD IN THE OFFICE OF THE COUNTY OF DOUGLAS, STATE OF NEVADA, ON JUNE 1, 1965 IN BOOK 31, PAGE 686, AS DOCUMENT NO. 28309, AND AMENDED TITLE SHEET RECORDED ON JUNE 4, 1965, IN BOOK 31, PAGE 797, AS DOCUMENT NO. 28377.

ALSO KNOWN AS: 1412 MARLETTE CIR, GARDNERVILLE, NEVADA 89460





**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by **GARTH GIVENS AND, RENEE ALLEN HUSBAND AND WIFE** to for **\$215,200.00** and interest, dated **JANUARY 24, 2007** and recorded on **JANUARY 31, 2007** in Book/Liber **0107 Page 10200**, Instrument No. **2007-0694072**. Mortgage tax paid:

This mortgage was assigned from **NATIONAL CITY MORTGAGE A DIVISION OF NATIONAL CITY BANK** (assignor), to **NATIONAL CITY MORTGAGE CO., A SUBSIDIARY OF NATIONAL CITY BANK** (assignee), by assignment of mortgage dated **MAY 21, 2007** and recorded on **JUNE 8, 2007** in Book/Liber **0607 Page 1940**, Instrument No. **2007-0702564**.

This mortgage was assigned from **NATIONAL CITY MORTGAGE CO., A SUBSIDIARY OF NATIONAL CITY BANK** (assignor), to **PNC BANK, N.A.** (assignee), by assignment of mortgage dated and recorded on **NOVEMBER 25, 2009** in Book/Liber Page , Instrument No. **2009-754545**.

Mortgage was made by **GARTH GIVENS AND, RENEE ALLEN HUSBAND AND WIFE** to **PNC MORTGAGE, A DIVISION OF PNC BANK, NA** for **\$231,933.82** and interest, dated **APRIL 1, 2010** and recorded **JULY 8, 2010** in Book/Liber **710 Page 1320**, Instrument No. **2010-766634**. Mortgage tax paid: **\$0.00**.