

DOC # 805652  
07/13/2012 12:17PM Deputy: AR  
**OFFICIAL RECORD**  
Requested By:  
First American Mortgage Se  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 7 Fee: \$20.00  
BK-712 PG-3263 RPTT: 0.00



PARCEL NUMBER: 142028311024

I hereby affirm that this document does not contain the Social Security Number of person(s).  
As required by law: NRS 239B.030  
(Source of law or rule)

Signed Loretta Dulik  
Print Name: Loretta Dulik

**RECORDING REQUESTED BY and RETURN TO:**

NAME: **FIRST AMERICAN MORTGAGE SERVICES**  
ADDRESS: **1100 Superior Ave Suite # 200**  
CITY/STATE/ZIP: **Cleveland OH 44114**  
ATTENTION: **NATIONAL RECORDING**

45351303

**TITLE OF DOCUMENT:**  
**LOAN MODIFICATION AGREEMENT**

**This cover page must be typed or printed in black ink  
Additional \$1.00 charged for recording cover page**



APN #: 142028311024

This Document Prepared By:  
**ANGELA PAYTON**  
**US BANK, NA**  
**4801 FREDERICA ST**  
**OWENSBORO, KY 42301**  
**(800) 365-7772**

*WHEN RECORDED, RETURN TO:*  
*FIRST AMERICAN MORTGAGE SERVICES*  
*1100 SUPERIOR AVENUE, SUITE 200*  
*CLEVELAND, OHIO 44114*  
*NATIONAL RECORDING*

**Tax/Parcel No. 142028311024**

**[Space Above This Line for Recording Data]**

**Original Principal Amount: \$415,000.00**  
**Unpaid Principal Amount: \$388,861.72**  
**New Principal Amount \$421,529.97**  
**New Money (Cap): \$32,668.25**

**Freddie Mac Loan No.:359637477**  
**MERS Min: 100058310000773533**  
**MERS Phone #: (888) 679-6377**

*Book 506, Page 8570 5-22-06*

**LOAN MODIFICATION AGREEMENT**  
**(To a Fixed Interest Rate)**

**IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION 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 Loan Modification Agreement (the "Agreement"), made and effective this **11TH** day of **MAY, 2012**, between **US BANK, NA** whose address is **4801 FREDERICA ST, OWENSBORO, KY 42301** ("Lender") **AND MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") ("Mortgagee")** (solely as nominee for Lender and Lender's successors and assigns), with a mailing address of **P.O. Box 2026, Flint, Michigan 48501-2026**, and a street address of **1901 E Voorhees Street, Suite C, Danville, IL 61834**, Tel. **(888) 679-MERS**, and **VICTOR P GAVIN AND AMY M GAVIN, HUSBAND & WIFE AS JOINT TENANTS** whose address is **2851 SAN JUAN CIRCLE, MINDEN, NEVADA 89423** ("Borrower"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated **MAY 12, 2006**, in the original principal sum of U.S. **\$415,000.00** and secured by (2)



the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded on **MAY 22, 2006** in **INSTRUMENT NO. BOOK 506, AT PAGE(S) 8570**, of the **OFFICIAL** Records of **DOUGLAS COUNTY, NEVADA**. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

**2851 SAN JUAN CIRCLE, MINDEN, NEVADA 89423**  
[Property Address]

the real property described being set forth as follows:

**LOT 92, BLOCK G AS SHOWN ON THE MAP OF SARATOGA SPRINGS ESTATES UNIT 5, FILED IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER ON MAY 4, 2001, FILE NO. 513570.**

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

1. Current Balance. As of **JUNE 1, 2012**, the amount payable under the Note and Security Instrument (the "New Principal Balance") is U.S. **\$421,529.97**. **\$109,290.02** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is **\$312,239.95**.
2. Interest Rate. Borrower promises to pay the Interest Bearing Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of **5.0000%**, beginning **JUNE 1, 2012**, both before and after any default described in the Note. The yearly rate of **5.0000%** will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,505.61**, beginning on the **1ST** day of **JULY, 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JUNE 1, 2052**, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
4. Place of Payment. Borrower must make the monthly payments at  
**4801 FREDERICA ST, OWENSBORO, KY 42301**  
or such other place as Lender may require.
5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
6. Property Transfer. 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 given in accordance with Section 15 of the Security Instrument, 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 this Security Instrument without further notice or demand on Borrower.

- 7. Compliance with Covenants. 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.

**"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the Mortgagee of record under the Security Instrument and this Agreement. 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, or 1901 E Voorhees Street, Suite C, Danville, IL 61834, tel. (888) 679-MERS.**


**GAVIN**  
**45351303** NV  
**FIRST AMERICAN ELS**  
**MODIFICATION AGREEMENT**  




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 where otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

In Witness Whereof, the Lender have executed this Agreement.

US BANK, NA

*Rachel Fulks*  
By Rachel Fulks (print name)  
Assistant Secretary of MERS (title)

6/6/12  
Date

[Space Below This Line for Acknowledgments]

**LENDER ACKNOWLEDGMENT**

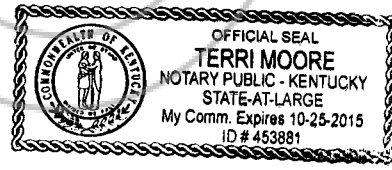
The State of Kentucky )  
Daviess County )

I, TERRI MOORE, a Notary Public in and for said County in said State, hereby certify that Rachel Fulks whose name as Asst. Secretary of MERS of the U.S. Bank N.A.

a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 6 day of June, 2012.

*TERRI MOORE*  
(Style of Officer)





*[Handwritten Signature]*

Mortgage Electronic Registration Systems, Inc.

-Mortgagee

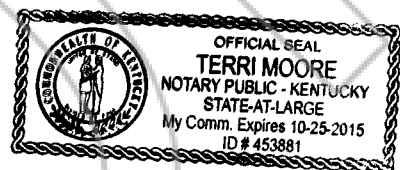
The State of Kentucky )  
Daviess County )

I, Terri Moore, a Notary Public in and for said County in said State, hereby certify that Rachel Fulks whose name as of the Asst. Secretary of MERS of U.S. BANK N.A.

is a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 6 day of June, 2012

*[Handwritten Signature]*  
(Style of Officer)





In Witness Whereof, I have executed this Agreement.

Victor P. Gavin (Seal)  
Borrower  
**VICTOR P GAVIN**  
Date 5/16/12

Amy M Gavin (Seal)  
Borrower  
**AMY M GAVIN**  
Date 5/16/12

\_\_\_\_\_  
(Seal)  
Borrower  
  
\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
(Seal)  
Borrower  
  
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Date  
[Space Below This Line for Acknowledgments]

\_\_\_\_\_  
(Seal)  
Borrower  
  
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Date  
  
\_\_\_\_\_  
(Seal)  
Borrower  
  
\_\_\_\_\_  
Date

**BORROWER ACKNOWLEDGMENT**

STATE OF NEVADA  
COUNTY OF Douglas

The foregoing instrument was acknowledged before me this May 16, 2012 by  
**VICTOR P GAVIN, AMY M GAVIN**

Signature of Person Taking Acknowledgment Melissa Aguilar  
Printed Name Melissa Aguilar  
Title or Rank Notary Public  
Commission expires July 08, 2013  
Serial Number, if any 09-10751-5

