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Doc Number: **0809634**

09/24/2012 10:55 AM

OFFICIAL RECORDS

Requested By:
Stewart Lender Services

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 Of 5 Fee: \$ 43.00
Bk: 0912 Pg: 5571



Deputy: sg

**Recording Requested by/
After Recording Return To:**

✓ Stewart Lender Services
Attn: Modification Recordation
9700 Bissonnet Street, Suite 1500
Houston, TX 77036

Home Affordable Modification Agreement

Order ID: 7853263

Project ID: 130122

Loan Number: 872218730

Borrower: GEZA BARTOS

Original Loan Amount: 234,000.00

PIN /Tax ID: 1220-15-210-059

Legal Description: See Exhibit 'A'

Recording Reference: See Exhibit 'B'

RECORDING REQUESTED BY:

BAC Home Loans Servicing, LP

Attn Home Retention Division: CA6-919-01-43
400 Countrywide Way
Simi Valley, CA 93065



BK : 0912
PG : 5572
09/24/2012 10:55 AM

Loan #: 872218730

-----FOR INTERNAL USE ONLY-----

LOAN MODIFICATION AGREEMENT (Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 29th day of September 2010, between GEZA BARTOS, and BAC Home Loans Servicing, LP (Lender), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the Security Instrument), dated the 26th day of September 2007 and in the amount of \$234,000.00 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 in the 'Property', located at 929 MONUMENT PEAK DR, GARDNERVILLE, NV 89460.

SAME AS IN SAID SECURITY INSTRUMENT

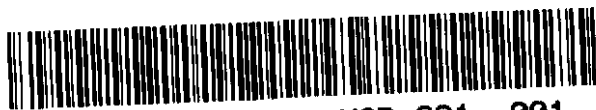
In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1 As of the 1st day of November 2010, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$237,405.34 consisting of the amount(s) loaned to the Borrower by the Lender which may include, are not limited to, any past due principal payments, interest, fees and/or costs capitalized to date.
- 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 the yearly rate of 6.500% from the 1st day of October 2010. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,389.91 beginning on the 1st day of November 2010, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on the 1st day of October 2050 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.
- 3 The Borrower will make such payments at 400 Countrywide Way, Simi Valley, CA or at such other place as the Lender may require.
- 4 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 as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Agreement.
- 5 In consideration of this Modification, Borrower agrees that if any document related to the Security Instrument, Note and/or Modification is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, Borrower(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary. If the original promissory note is replaced the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original note. All documents Lender requests of Borrower(s) shall be referred to as Documents. Borrower agrees to deliver the Documents within ten (10) days after receipt by Borrower(s) of a written request for such replacement.

As evidenced by their signatures below, the Borrower and the Lender agree to the foregoing

Geza Bartos
GEZA BARTOS

10/6/2010
Dated



STATE OF Nevada
COUNTY OF Douglas
On October 6, 2010 Before Jessica Forst
Notary Public, personally appeared Geza Bartos

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 signatures (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. Jessica Forst
Signature



DO NOT WRITE BELOW THIS LINE

THIS SECTION IS FOR INTERNAL USE ONLY

Bank of America, N.A., for itself or as successor by merger to BAC Home Loans Servicing, LP

By: Stewart Lender Services, Inc., its attorney in fact

By: *Myra LeBlanc*

Myra LeBlanc, V.P., Stewart Lender Services, Inc.

8-29-12

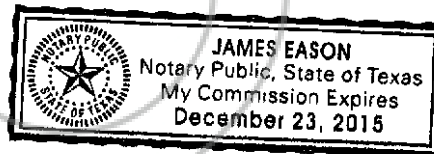
Date

STATE OF TEXAS

COUNTY OF HARRIS

On August 29, 2012 before me, James Eason Notary Public-Stewart Lender Services, Inc., personally appeared Myra LeBlanc V.P., Stewart Lender Services, Inc. personally known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Signature *James Eason*
James Eason

My commission expires: December 23, 2015

Order ID: 7853263

Loan Number: 872218730

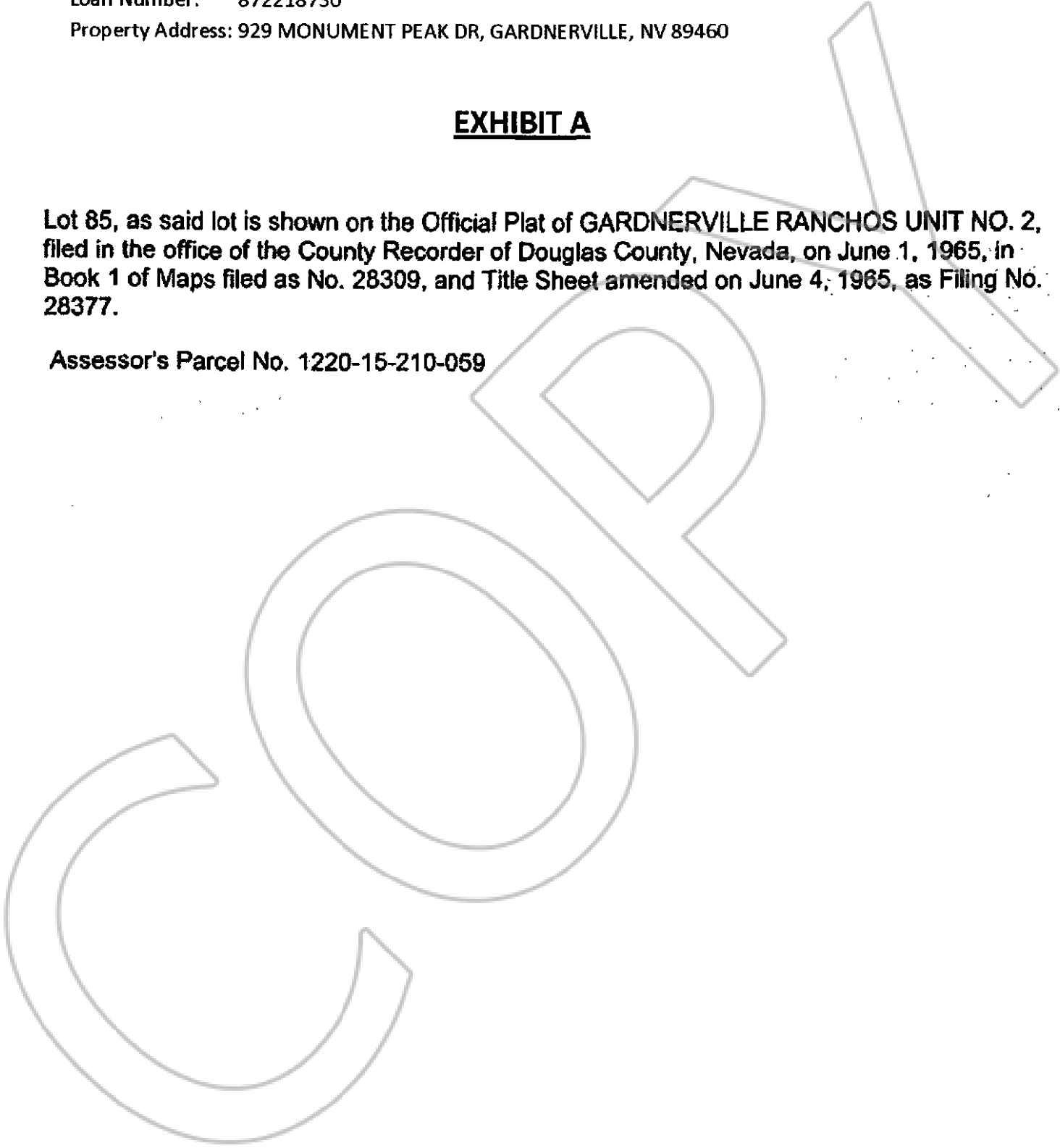
Property Address: 929 MONUMENT PEAK DR, GARDNERVILLE, NV 89460



EXHIBIT A

Lot 85, as said lot is shown on the Official Plat of GARDNERVILLE RANCHOS UNIT NO. 2, filed in the office of the County Recorder of Douglas County, Nevada, on June 1, 1965, in Book 1 of Maps filed as No. 28309, and Title Sheet amended on June 4, 1965, as Filing No. 28377.

Assessor's Parcel No. 1220-15-210-059



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EXHIBIT B

Borrower Name: GEZA BARTOS
Property Address: 929 MONUMENT PEAK DR, GARDNERVILLE, NV 89460

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 10/03/2007 as Instrument/Document Number: 710497, and/or Book/Liber Number: 1007 at Page Number: 867 in the real records of DOUGLAS County, State of NV.

Additional County Requirements:

Original Loan Amount: 234,000.00



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