Doc Number: 0811981

10/31/2012 11:45 AM

OFFICIAL RECORDS

Requested By
STEWART LENDER SERVICES INC

DOUGLAS COUNTY RECORDERS Karen Ellison - Recorder

Page: 1 0f 6

Fee: \$ 44.00

Bk: 1012 Pg: 8610

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: 7416127 Loan Number: 105399992

Borrower: MOAWIA ALAZAWI

Original Loan Amount: \$348,900.00

PIN /Tax ID: 549876316 Legal Description: See Exhibit 'A' Recording Reference: See Exhibit 'B' Project ID: 239195

RECORDING REQUESTED BY: 12 BAC Home Loans Servicing, LP

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



BK: 1012 PG: 8611

19697829

Loan #: 105399992

MOAWIA ALAZAV

--FOR INTERNAL USE ONLY--

LOAN MODIFICATION AGREEMENT

(Fixed Interest Rate-Recorded)

This Loan Modification Agreement ("Agreement"), made this 28th day of December 2010, between MOAWIA ALAZAWI, 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 15th day of July 2005 and in the amount of \$348,900.00 and recorded on the 22nd day of July 2005 in Book No. 0705, Page No. 10376 as Document No. 0650251 in the Official Records of DOUGLAS County, in the State of 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 in the 'Property', located at 2619 STEWART AVENUE, MINDEN, NV 89423.

Please See Attached 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):

- 1 As of the 1st day of March 2011, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$289,746.46 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.
- 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 (See Attached Addendum) from the 1st day of February 2011. The Borrower promises to make monthly payments of principal and interest of U.S. (See Attached Addendum) beginning on the 1st day of March 2011, 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 April 2045 (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 PO Box 515503, Los Angeles, CA 90051-6803 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 Borcower and the Lender agree to the foregoing

NEUADA CAKSON COUNTY OF WAYNE 112/2011 1 ALA ZAWI Notary Public, personally appeared MOKWIA 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 re his/her/their signatures (s) on the instrument e that he/she/they ex her/their authorized capacity(ies), and that by the person(s) acted, executed the instrument. WITNESS my hand and official seal WAYNE PRESSE NOTARY PUBLIC STATE OF NEVADA My Commission Expires: 4-01-14 Certificate No: 10-1765-5 BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A. BA2 Loan# 105399992



BK: 10 12 PG: 86 12 19/31/2012 11:45 AM

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

Kimble Monroe, A.V.P., Stewart Lender Services, Inc.

Date

STATE OF TEXAS

COUNTY OF HARRIS

On <u>September 18, 2012</u> before me, <u>Julie Lu Notary Public-Stewart Lender Services</u>, <u>Inc.</u>, personally appeared <u>Kimble Monroe</u>, <u>A.V.P.</u>, <u>Stewart Lender Services</u>, <u>Inc.</u> personally known to me to be the person whose name is subscribed to the within instrument and acknowledged that <u>she</u> executed the same in <u>her</u> authorized capacity, and that by <u>her</u> 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__

Julie Lu

JULIE LU

Notary Public, State of Texas

My Commission Expires

June 30, 2015

My commission expires: June 30, 2015

Signatures continue on the following page



BK : 12 12 PG : 86 13 10/31/2012 11:45 AM

DO NOT WRITE BELOW THIS LINE

THIS SECTION IS FOR INTERNAL USE ONLY

Mortgage Electronic Registration Systems, Inc. (MERS),

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

Servicing, LP

Kimble Monroe, Vice President

STATE OF TEXAS

COUNTY OF HARRIS

On <u>September 18, 2012</u> before me, <u>Julie Lu Notary Public-Stewart Lender Services, Inc.</u>, personally appeared <u>Kimble Monroe</u>, <u>Vice President of Mortgage Electronic Registration Systems, Inc. (MERS), as Nominee for Bank of America, N.A., for itself or as successor by merger to BAC Home Loans Servicing, <u>LP.</u> personally known to me to be the person whose name is subscribed to the within instrument and acknowledged that <u>she</u> executed the same in <u>her</u> authorized capacity, and that by <u>her</u> signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.</u>

Witness my hand and official seal.

Signature

Julie Lu

JULIE LU

Notary Public, State of Texas

My Commission Expires

June 30, 2015

My commission expires: June 30, 2015



BK: 1012 PG: B614 10/31/2012 11:45 AM

EXHIBIT "A" Legal Description

Parcel 7A, as set forth on that Parcel Map for ERNEST J. FIXMER, et ux, being a division of Lot 7 of the Arternisia Subdivision, filed for record in the Office of the County Recorder of Douglas County, State of Nevada, on March 26, 1985, in Book 385, Page 2344, Document No. 115243.

APN: 1420-34-401-022

Order Number: 00144197-DC

0650251 Page: 16 Of 16

BK- 0705 PG-10391 07/22/2005

·: !!

**: :-



BK : 10 12 PG : 86 15 10/31/2012 11:45 AM

Recording Requested by/After Recording Return To:

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

Order ID: 7416127

Loan Number: 105399992

Project ID: 239195

EXHIBIT B

Borrower Name: MOAWIA ALAZAWI

Property Address: 2619 STEWART AVENUE, MINDEN, NV 89423

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 07/22/2005 as Instrument/Document Number: N/A, and/or Book/Liber Number: 0705 at Page Number: 10376 in the real records of DOUGLAS County, State of NV.

Additional County Requirements:

Original Loan Amount: \$348,900.00



