

23
Doc Number: **0819244**

03/04/2013 10:13 AM

OFFICIAL RECORDS

Requested By:

CHASE

APN# 1220-03-110-048

I hereby affirm that this document submitted for recording does not contain a social security number.

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 10 Fee: \$ 23.00

Bk: 0313 Pg: 375



Deputy: sg

Signature : Michael R. McELwee

Print name & title: Sr. Collateral Specialist

LOAN MODIFICATION AGREEMENT

Recording Requested By:

✓ Name: JPMorgan Chase Bank, NA

LA4-2107

Address: 710 Kansas Lane

City/State/Zip: Monroe, LA 71203

Broker Name: N/A NV License #: NA

If legal description is a metes & bounds description furnish the following information:

Legal Description obtained from: BOOK 0305 , PAGE 6349 as document no. 639093, Records of Douglas Co. Nevada

If Surveyor, please provide name and address.

This page added to provide additional information required by NRS 111.312 Sections 1-4.
(Additional recording fee applies)

This cover page must be typed.

NV Affirmation Cover Sheet
C2709 (10/09) (replaces 5/07)

Recording Requested By/Return To:
JPMORGAN CHASE BANK, N.A.
CHASE RECORDS CENTER
RE: COLLATERAL TRAILING
DOCUMENTS
PO BOX 8000
MONROE, LA 71203
(800) 848-9380

Until Further Notice, Send All Tax
Statements to:
JPMORGAN CHASE BANK, N.A.
CHASE RECORDS CENTER
RE: COLLATERAL TRAILING
DOCUMENTS
PO BOX 8000
MONROE, LA 71203

[Space Above This Line For Recording Data]

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

Loan Number 3060316860

This Loan Modification Agreement ("Agreement"), will become effective on: 1ST day of FEBRUARY, 2013, between ALISON B WAHL AN UNMARRIED WOMAN ("Borrower") and JPMORGAN CHASE BANK, N.A. SUCCESSOR IN INTEREST BY PURCHASE FROM THE FDIC, AS RECEIVER FOR WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated OCTOBER 01, 2005 and recorded in reference numbers of documents modified: RECORDED OCTOBER 12, 2005 INSTRUMENT NO. 0657601 and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and property described in the Security Instrument and defined therein as the "Property", located at

1412 KITTYHAWK AVE, GARDNERVILLE, NEVADA 89410
(Property Address)

the real property described being set forth as follows:

LEGAL DESCRIPTION:

THE LAND REFERRED TO IN THIS POLICY IS SITUATED IN THE STATE OF NEVADA, COUNTY OF DOUGLAS, CITY OF GARDNERVILLE, AND DESCRIBED AS FOLLOWS: THAT PORTION OF LOT 1 IN BLOCK A AS SHOWN ON THE MAP ENTITLED STODICK ESTATES SOUTH, PHASE 1, IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, FILED DECEMBER 13, 2004 AS DOCUMENT NO. 631678 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY,



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DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE DENTENTION POND PARCEL, AS SHOWN ON SAID MAP; THENCE SOUTH 08 DEGREES 51'34" EAST, 8.11 FEET; THENCE SOUTH 89 DEGREES 20'34" EAST 167.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 20'34" EAST, 81.19 FEET; THENCE SOUTH 00 DEGREES 39'26" WEST, 108.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING THE NORTHEASTERLY TERMINUS OF STODICK LANE PER SAID MAP, ALSO KNOWN AS KITTYHAWK AVENUE; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STODICK LANE THE FOLLOWING TWO COURSES; NORTH 89 DEGREES 20'34" WEST, 62.95 FEET; THENCE ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 518.50 FEET, CENTRAL ANGLE OF 01 DEGREES 39'59", ARC LENGTH OF 15.08 FEET, AND CHORD BEARING AND DISTANCE OF SOUTH 89 DEGREES 49'26" WEST, 15.08 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 01 DEGREES 00'33" WEST, 108.77 FEET TO THE POINT OF BEGINNING. SAID PROPERTY IS ALSO SHOWN AS PARCEL P-1 ON THAT CERTAIN RECORD OF SURVEY MAP FILED MARCH 15, 2005 AS DOCUMENT NO. 639096 IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER. PER NRS 111.312, THIS LEGAL DESCRIPTION WAS PREVIOUSLY SHOWN IN A BOUNDARY LINE ADJUSTMENT DEED RECORDED MARCH 15, 2005 IN BOOK 0305 PAGE 6349 AS DOCUMENT NO. 639093 OF OFFICIAL RECORDS OF SAID COUNTY. A.P. NO: 1220-03-110-048

Tax Parcel No: 1220-03-110-048

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 FEBRUARY 01, 2013, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$305,967.44 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. \$91,134.56 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower 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 \$305,967.44 minus \$91,134.56. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 4.625%, from JANUARY 01, 2013. Borrower promises to make monthly payments of principal and interest of U.S. \$983.14, beginning on the 1ST day of FEBRUARY, 2013, and continuing thereafter on the same day of each succeeding month until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The yearly rate of 4.625% will remain in effect until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The new Maturity Date will be JANUARY 01, 2053.
3. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
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



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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, or by the United States Bankruptcy Code, 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.
 - (f) That, if Borrower is in bankruptcy upon execution of this document, Borrower will cooperate fully with Lender in obtaining any required bankruptcy court and trustee approvals in accordance with local court rules and procedures. Borrower understands that if such



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approvals are not received, then the terms of this Agreement will be null and void. If this Agreement becomes null and void, the terms of the original Loan Documents shall continue in full force and effect and such terms shall not be modified by this Agreement.

- 6. If Borrower previously received a chapter 7 bankruptcy discharge but did not reaffirm under applicable law amounts due under the Note:
 - (a) Notwithstanding anything to the contrary contained in this Agreement, Borrower and Lender acknowledge the effect of a discharge in bankruptcy that, if granted to Borrower prior to the execution of this Agreement,
 - (b) 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.
 - (c) 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.
 - (d) Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.

- 7. Borrower hereby absolutely and unconditionally assigns and transfer to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon this assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold estate.

Borrower hereby absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default under this Agreement, pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to



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take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9 of the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

8. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.
9. If the original loan documents did not include standard provisions for escrow items, Borrower will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and Borrower shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon



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such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender and Borrower can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to Borrower any Funds held by Lender.

(SIGNATURES CONTINUE ON FOLLOWING PAGES)



Loan Number 3060316860

TO BE SIGNED BY BORROWER ONLY

BORROWER SIGNATURE PAGE TO MODIFICATION AGREEMENT BETWEEN JPMORGAN CHASE BANK, N.A. SUCCESSOR IN INTEREST BY PURCHASE FROM THE FDIC, AS RECEIVER FOR WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA And ALISON B WAHL AN UNMARRIED WOMAN, LOAN NUMBER 3060316860 WITH A MODIFICATION EFFECTIVE DATE OF February 01, 2013

In Witness Whereof, the Borrower(s) have executed this agreement.

Alison B. Wahl
Borrower - ALISON B WAHL

Date: 1/29/13

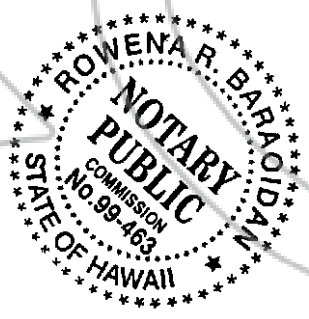
State of NEVADA
County of Hawaii

This instrument was acknowledged before me on January 29, 2013 by ALISON B WAHL.

[Signature]
(Signature of notarial officer)

(Seal, if any)
ROWENA R. BARAOIDAN, NOTARY PUBLIC
MY COMMISSION EXPIRES: OCT. 3, 2015
My commission expires: _____

ROWENA R. BARAOIDAN, NOTARY PUBLIC
MY COMMISSION EXPIRES: OCT. 3, 2015
(Title and rank (optional))



Loan Number 3060316860

TO BE SIGNED BY LENDER ONLY

LENDER SIGNATURE PAGE TO MODIFICATION AGREEMENT BETWEEN JPMORGAN CHASE BANK, N.A. SUCCESSOR IN INTEREST BY PURCHASE FROM THE FDIC, AS RECEIVER FOR WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA And ALISON B WAHL AN UNMARRIED WOMAN, LOAN NUMBER 3060316860 WITH A MODIFICATION EFFECTIVE DATE OF February 01, 2013

In Witness Whereof, the Lender has executed this Agreement.

Lender

JPMORGAN CHASE BANK, N.A. SUCCESSOR IN INTEREST BY PURCHASE FROM THE FDIC, AS RECEIVER FOR WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA

By: Geraldine Cooks

Printed Name: Geraldine Cooks
Vice President

Date: 2/14/2013



Loan Number 3060316860

State of COLORADO
County of DENVER

The foregoing instrument was acknowledged before me this 14 day of Feb, 2013 by Geraldine Cooks, Vice President of JPMORGAN CHASE BANK, N.A. SUCCESSOR IN INTEREST BY PURCHASE FROM THE FDIC, AS RECEIVER FOR WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA, a national banking association.


(signature of person taking acknowledgment)
Printed Name:

[SEAL]

Notary
(title or rank)

(serial number, if any)

My Commission expires: 5-22-2016

JOSE L CHAVEZ
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 5-22-2016

