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Doc Number: **0821085**

04/03/2013 11:12 AM

OFFICIAL RECORDS

Requested By

URBAN SETTLEMENT SERVICES LLC

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 Of 4 Fee: \$ 17.00

Bk: 0413 Pg: 843



Deputy. ar

APN: 122021710107

Recording Requested by

Bank of America, N.A.
WHEN RECORDED MAIL TO:

Bank of America, N.A.
1001 Liberty Avenue, Suite 675
Pittsburgh, PA 15222

This document was prepared by Bank of America, N.A.
See Exhibit B for assignments of record if applicable

Tonica Lincoln
1001 Liberty Ave - Ste 675
Pittsburgh, PA - 15222

Space Above for Recorder's Use

367352-1300777

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Agreement"), made on December 4, 2012 between JAMES SCHMALZ (the "Borrower(s)") and Bank of America, N.A., Original Lender/Beneficiary Lender or Servicer ("Lender"), amends and supplements that certain (Mortgage/Deed of Trust) (the "Security Instrument") dated the 25th of August, 2009 which covers the real and personal property described in the Security Instrument and defined therein as the 'Property' (See Exhibit A for Legal Description if applicable), located at 755 HORNET DRIVE, GARDNERVILLE, NV 89460.

The real property described being set forth as follows:

PLT-RECORDED 7-9-2009

BK: 709 PG: 1577

SAME AS IN SAID SECURITY INSTRUMENT INST. #

746730

In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

The fifth [and sixth] sentence[s] of the first paragraph of the Security Instrument is[are] hereby amended to read in its[their] entirety as follows:

Borrower owes Lender the principal sum of two hundred forty thousand three hundred thirteen and 18/100, (U.S. Dollars) (\$240,313.18). This debt is evidenced by Borrower's note dated the same date as the Security Instrument, as amended and restated as of the date herewith ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 1, 2040. The Borrower[s] shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument. Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrower[s] and Bank of America, N.A. shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and the Security Instrument shall

remain in full force and effect and shall continue to be a first lien on the above-described property. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

SIGNED AND ACCEPTED THIS 10 DAY OF December 2012 BY

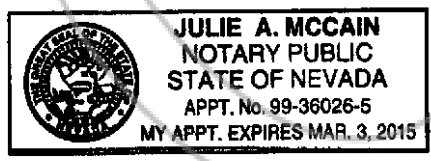
JAMES SCHMALZ [Signature]

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

State of Nevada, County of Douglas On this 10th day of December 2012 before me the undersigned, a Notary Public in and for said State, personally appeared JAMES SCHMALZ 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 foregoing instrument and acknowledged that he executed the same.

Witness my hand and official seal.

Julie A McCain Notary Signature
Julie A McCain Notary Public Printed Name Place Seal Here
Mar 3, 2015 Notary Public Commission Expiration Date



DO NOT WRITE BELOW THIS LINE

THIS SECTION IS FOR INTERNAL Bank of America, N.A. USE ONLY

Bank of America, N.A., for itself or as successor by merger to BAC Home Loans Servicing, LP
By: Urban Settlement Services, LLC, its attorney in fact

By: [Signature] Dated: **DEC 17 2012**

Andre Bandeller

Name:
Title : **ASSISTANT SECRETARY**

_____[Space below this line for Acknowledgement]_____

STATE OF Colorado
COUNTY OF Broomfield

On 12/17/12 before me, Susan Thao Notary Public, personally
appeared Andre Bandeller

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.

[Signature] Notary Signature

Susan Thao Notary Public Printed Name Place Seal Here

12/27/15 Notary Public Commission Expiration Date

SUSAN THAO
NOTARY PUBLIC, STATE OF COLORADO
My Comm. Expires December 27, 2015

Exhibit "A"
Legal Description

LOT 578, OF GARDNERVILLE RANCHOS UNIT NO. 7, ACCORDING TO THE OFFICIAL MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON MARCH 27, 1974, IN BOOK 374, PAGE 676. AS FILE NO. 72456.

Also Known By Street and Number: 755 Hornet Drive, Gardnerville, Nevada 89460

