

23
Doc Number: **0826125**

06/27/2013 09:30 AM

OFFICIAL RECORDS

Requested By

CHASE

APN# 1418-03-401-014

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: 0613 Pg: 7153



Deputy: sd



Signature : Kathy Delgado

Print name & title: Operations Specialist

LOAN MODIFICATION AGREEMENT

Recording Requested By:

Name: JPMorgan Chase Bank, NA

Address: 780 Kansas Lane

City/State/Zip: Monroe, LA 71203

Broker Name: N/A **NV License #:** NA

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

Loan Number 693809303

Borrower ("I")¹: DAVID J THOMPSON AND CLAUDIA ANN THOMPSON, TRUSTEES OF THE
DAVID J AND CLAUDIA ANN THOMPSON FAMILY TRUST

Lender ("Lender"): JPMORGAN CHASE BANK, N.A.

Date of First Lien Security Instrument (the "Mortgage") and Note (the "Note"): SEPTEMBER 23, 2005

Loan Number: 693809303 (the "Loan")

Property Address: 2214 LANDS END DR, GLENBROOK, NEVADA 89413 (the "Property")

LEGAL DESCRIPTION:

ALL THOSE CERTAIN PIECES OR PARCELS OF LAND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 14 NORTH, RANGE 18 EAST, M.D.B. AND M., IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, THAT IS PARTICULARLY DESCRIBED AS FOLLOWS; PARCEL NO. 1 ALL OF PARCEL B, AS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED OCTOBER 29, 1973, IN BOOK 1073 OF OFFICIAL RECORDS AT PAGE 1139, AS DOCUMENT NO. 69719, DOUGLAS COUNTY, NEVADA, RECORDS. TOGETHER WITH THE RIGHT TO USE AN EXISTING ROADWAY IN COMMON WITH OTHERS ENTITLED TO USE SAID ROADWAY FOR ACCESS TO THE PARCEL HEREBY CONVEYED. EXCEPTING THEREFROM ALL THAT PORTION OF PARCEL B, AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED FOR RECORD ON OCTOBER 29, 1973, DOCUMENT NO. 69719, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID PARCEL B, WHICH BEARS NORTH 1 DEGREES 15 MINUTES EAST 83.29 FEET FROM THE SOUTHWEST CORNER OF PARCEL B; THENCE NORTH 115' EAST 132.76 FEET; THENCE SOUTH 0 DEGREES 08

¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.



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MINUTES 53 SECONDS EAST 66.40 FEET; THENCE SOUTH 02 38' 02" WEST 66.40 FEET TO THE POINT OF BEGINNING. PARCEL NO. II ALL OF PARCEL D, AS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED OCTOBER 29, 1973, IN BOOK 1073 OF OFFICIAL RECORDS AT PAGE 1139, AS DOCUMENT NO. 69719, DOUGLAS COUNTY, NEVADA, RECORDS PARCEL NO. III ALL THAT PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN BOOK 34, PAGE 566, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF THE EASTERLY LINE OF SAID PARCEL WHICH BEARS NORTH 1 DEGREES 15 MINUTES EAST 82.91 FEET FROM THE SOUTHEAST CORNER OF SAID PARCEL: THENCE NORTH 15 DEGREES 00 MINUTES 24 SECONDS WEST 24.45 FEET; THENCE NORTH 18 DEGREES 12 MINUTES 46 SECONDS EAST 23.46 FEET; THENCE SOUTH 01 15' WEST 12.51 FEET; THENCE SOUTH 27 48' 54" WEST 11.18 FEET; THENCE SOUTH 25 DEGREES 18 MINUTES 54 SECONDS WEST 11.18 FEET; THENCE SOUTH 01 DEGREES 15 MINUTES WEST 13.40 FEET TO THE POINT OF BEGINNING PARCEL NO. IV TOGETHER WITH THE RIGHT TO USE IN COMMON WITH OTHERS THE BEACH AREA ALONG THE SHORELINE OF LAKE TAHOE THAT IS CONTIGUOUS TO THAT PARCEL DESIGNATED AS "PARCEL A" ON A PARCEL MAP REFERRED TO ABOVE AND LYING BETWEEN LAKE TAHOE AND THE LAST TWO COURSES IN THE DESCRIPTION OF THE PARCEL HEREBY CONVEYED, WITH THE RIGHT TO USE IN COMMON WITH OTHERS THE PIER EXTENDING FROM SAID PARCEL A, INTO LAKE TAHOE, AS THE SAME IS NOW CONSTRUCTED OR MAYBE HEREAFTER RECONSTRUCTED, TOGETHER WITH THE RIGHT TO MOOR ONE BOAT IN THE AREA PROTECTED BY A BREAKWATER CONSTRUCTED IN LAKE TAHOE SOUTHERLY OF SAID PARCEL A, TOGETHER WITH A RIGHT OF WAY ACROSS SAID PARCEL A, FOR ACCESS TO SAID BEACH, PIER, BREAKWATER AND THE AREA PROTECTED THEREBY, AS CONTAINED IN THAT DEED TO PAUL W. DIGGLE, ET UX, RECORDED OCTOBER 29, 1973, IN BOOK 1073 OF OFFICIAL RECORDS AT PAGE 1140, DOUGLAS COUNTY, NEVADA, AS DOCUMENT NO. 6970. AND AS AMENDED BY STIPULATION RECORDED OCTOBER 26, 1992, IN BOOK 1092, OF OFFICIAL RECORDS AT PAGE 4355, AS DOCUMENT NO. 291599 APN: 1418-03-401-014 TAX CODE AREA: 110

REFERENCE NUMBERS OF DOCUMENTS MODIFIED:
RECORDED SEPTEMBER 28, 2005 INSTRUMENT NO. 0656263

Tax Parcel No: 1418-03-401-014, TAX CODE AREA: 110

If my representations in Section 1 continue to be true in all material respects, then the provisions of Section 2 of this Loan Modification Agreement ("Agreement") will, as set forth in Section 2, amend and supplement (i) the Mortgage on the Property, and (ii) the Note secured by the Mortgage. The Mortgage and Note together, as may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement have the meaning given to them in the Loan Documents.

I have provided confirmation of my financial hardship and documents to permit verification of all of my income to determine whether I qualify for the offer described in this Agreement. This Agreement will not take effect unless and until the Lender signs it.

1. **My Representations.** I represent to the Lender and agree:



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- A. I am experiencing a financial hardship, and as a result, am either in default under the Loan Documents or a default is imminent.
- B. The Property is neither in a state of disrepair, nor condemned.
- C. There has been no change in the ownership of the Property since I signed the Loan Documents.
- D. I am not a party to any litigation involving the Loan Documents, except to the extent I may be a defendant in a foreclosure action.
- E. I have provided documentation for all income that I earn.
- F. All documents and information I provide pursuant to this Agreement are true and correct.

2. **The Modification.** The Loan Documents are hereby modified as of **NOVEMBER 01, 2012** (the "Modification Effective Date"), and all unpaid late charges are waived. The Lender agrees to suspend any foreclosure activities so long as I comply with the terms of the Loan Documents, as modified by this Agreement. The Loan Documents will be modified, and the first modified payment will be due on the date set forth in this Section 2:

- A. The Maturity Date will be: **JULY 01, 2038.**
- B. The modified principal balance of my Note will include all amounts and arrearages that will be past due (excluding unpaid late charges) and may include amounts towards taxes, insurance, or other assessments. The new principal balance of my Note is **\$2,503,973.66** (the "New Principal Balance").
- C. **\$542,600.00** 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 **\$1,961,373.66**. The Interest Bearing Principal Balance will re-amortize over **171** months to a remaining scheduled balance on the Maturity Date of **\$995,036.39** (the "Balloon Payment"), which is part of the Interest Bearing Principal Balance. The Balloon Payment will be repaid in accordance with Section 2.D.

Interest will begin to accrue as of **OCTOBER 01, 2012**. The first new monthly payment on the New Principal Balance will be due on **NOVEMBER 01, 2012**, and monthly on the same date thereafter.



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This Section 2.C does Not apply To the repayment of any Deferred Principal Balance And such a balance will be repaid In accordance With Section 2.D. My payment schedule For the modified Loan Is As follows:

I promise to pay monthly payments according to the following schedule with respect to the Interest Bearing Principal Balance.

Years	Interest Rate	Interest Rate Change Date	Monthly Principal & Interest Payment Amount	Payment Begins on	Number of Monthly Payments
1-5	2.000%	10/01/2012	\$5,939.54	11/01/2012	60
6	3.000%	10/01/2017	\$6,900.36	11/01/2017	12
7-25	3.500%	10/01/2018	\$7,398.45	11/01/2018	237

The Lender will notify me of the payment amount prior to the date that the monthly payment on the Interest Bearing Principal Balance will change.

If the Loan Documents currently provide for a balloon, the Balloon Amount resulting from this modification may be different. The balloon payment of **\$995,036.39** will be due on the maturity date unless due earlier in accordance with Section 2.D.

The Deferred Principal Balance of **\$542,600.00** will be due on the maturity date unless due earlier in accordance with Section 2.D.

The above terms in this Section 2.C shall supersede any provisions to the contrary in the Loan Documents, including but not limited to provisions for an adjustable or step interest rate.

- D. I agree to pay in full (i) the Deferred Principal Balance, if any; and (ii) any other amounts still owed under the Loan Documents, including the Balloon Payment, as identified within this Agreement by the earliest of the date I sell or transfer an interest in the Property, subject to Section 3 E below, the date I pay the entire Interest Bearing Principal Balance, or the Maturity Date.
- E. I will be in default if I do not (i) pay the full amount of a monthly payment on the date it is due, or (ii) comply with the terms of the Loan Documents, as modified by this Agreement. If a default rate of interest is permitted under the current Loan Documents, then in the event of default, the interest that will be due on the Interest Bearing Principal Balance will be the rate set forth in Section 2.C, and there will be no interest payable on the Deferred Principal Balance, if any.
- F. If I make a partial prepayment of principal, the Lender may apply that partial prepayment



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first to any remaining Deferred Principal Balance before applying such partial prepayment to other amounts due under this Agreement or the Loan Documents.

3. **Additional Agreements.** I agree to the following:

- A. That this Agreement shall supersede the terms of any modification, forbearance, or workout plan, if any, that I previously entered into with the Lender.
- B. To comply, except to the extent that they are modified by this Agreement, or by the U.S. Bankruptcy Code, with all covenants, agreements, and requirements of the Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, impounds, and all other payments, the amount of which may change periodically over the term of my Loan. This Agreement does not waive future escrow requirements. If the Loan includes collection for tax and insurance premiums, this collection will continue for the life of the Loan.
- C. That the Loan Documents are composed of valid, binding agreements, enforceable in accordance with their terms.
- D. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, or by the U.S. Bankruptcy Code, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, or by the U.S. Bankruptcy Code, the Lender and I will be bound by, and will comply with, all of the terms and provisions of the Loan Documents.
- E. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, the Lender shall not exercise this option if federal law prohibits the exercise of such option as of the date of such sale or transfer. If the Lender exercises this option, the Lender shall give me notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- F. That, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. In any event, this Agreement may not be assigned to, or assumed by, a buyer of the Property.
- G. If any document is lost, misplaced, misstated, or inaccurately reflects the true and correct terms and conditions of the Loan Documents as amended by this Agreement, within ten (10) days after my receipt of the Lender's request, I will execute, acknowledge, initial, and deliver to the Lender any documentation the Lender deems necessary to replace or



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correct the lost, misplaced, misstated or inaccurate document(s). If I fail to do so, I will be liable for any and all loss or damage which the Lender reasonably sustains as a result of my failure.

- H. All payment amounts specified in this Agreement assume that payments will be made as scheduled.
- I. 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 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.
- J. If the Borrower(s) received a discharge in a Chapter 7 bankruptcy subsequent to the execution of the Loan Documents, the Lender agrees that such Borrower(s) will not have personal liability on the debt pursuant to this Agreement.
- K. That in agreeing to the changes to the original Loan Documents as reflected in this Agreement, the Lender has relied upon the truth and accuracy of all of the representations made by the Borrower(s), both in this Agreement and in any documentation provided by or on behalf of the Borrower(s) in connection with this Agreement. If the Lender subsequently determines that such representations or documentation were not truthful or accurate, the Lender may, at its option, rescind this Agreement and reinstate the original terms of the Loan Documents as if this Agreement never occurred.
- L. I acknowledge and agree that if the Lender executing this Agreement is not the current holder or owner of the Note and Mortgage, that such party is the authorized servicing agent for such holder or owner, or its successor in interest, and has full power and authority to bind itself and such holder and owner to the terms of this modification.

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

(SIGNATURES CONTINUE ON FOLLOWING PAGES)



Loan Number 693809303

TO BE SIGNED BY BORROWER ONLY

BORROWER SIGNATURE PAGE TO MODIFICATION AGREEMENT BETWEEN JPMORGAN CHASE BANK, N.A. And DAVID J THOMPSON AND CLAUDIA ANN THOMPSON, TRUSTEES OF THE DAVID J AND CLAUDIA ANN THOMPSON FAMILY TRUST, LOAN NUMBER 693809303 WITH A MODIFICATION EFFECTIVE DATE OF November 01, 2012

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

The undersigned hereby acknowledge that the signatures below include the Borrowers on the Loan, and those of any non-borrower co-owner(s) of the Property, or a non-borrower spouse or domestic partner of a Borrower with rights of dower/curtesy/homestead and/or community property under applicable law. Such additional persons are signing solely to evidence their agreement that all of their right, title and interest in the Property is subject and subordinate to the terms and conditions of this Agreement and the Loan Documents.

David J Thompson, individually
DAVID J THOMPSON INDIVIDUALLY

Date: 11/28/12

Claudia Ann Thompson, individually
CLAUDIA ANN THOMPSON INDIVIDUALLY

Date: 11/20/12

David J Thompson, Trustee
DAVID J THOMPSON TRUSTEE

Date: 11/28/12

Claudia Ann Thompson, trustee
CLAUDIA ANN THOMPSON TRUSTEE

Date: 11/20/12

State of NEVADA
County of Washoe

This instrument was acknowledged before me on November 28,
2012 by DAVID J THOMPSON INDIVIDUALLY and CLAUDIA ANN THOMPSON INDIVIDUALLY
and DAVID J THOMPSON TRUSTEE and CLAUDIA ANN THOMPSON TRUSTEE.

Sandi Overlease
(Signature of notarial officer)

(Seal, if any)

Sandi Overlease - Notary Public
(Title and rank (optional))

My commission expires: 1/6/15



Loan Number 693809303

TO BE SIGNED BY LENDER ONLY

LENDER SIGNATURE PAGE TO MODIFICATION AGREEMENT BETWEEN JPMORGAN CHASE BANK, N.A. And DAVID J THOMPSON AND CLAUDIA ANN THOMPSON, TRUSTEES OF THE DAVID J AND CLAUDIA ANN THOMPSON FAMILY TRUST, LOAN NUMBER 693809303 WITH A MODIFICATION EFFECTIVE DATE OF November 01, 2012

In Witness Whereof, the Lender has executed this Agreement.

Lender

JPMORGAN CHASE BANK, N.A.

By: Aundrea Harvey

Printed Name: **Aundrea Harvey**
Vice President

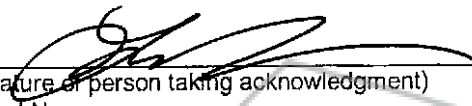
Date: 12-7-12



Loan Number 693809303

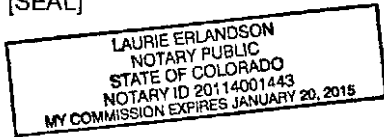
State of COLORADO
County of DENVER

The foregoing instrument was acknowledged before me this 7 day of Dec, 2012 by Aundrea Harvey, Vice President of JPMORGAN CHASE BANK, N.A., a national banking association.



(signature of person taking acknowledgment)
Printed Name:

[SEAL]



Notary

(title or rank)

(serial number, if any)

My Commission expires: 1-20-2015

