DOC # 829776 08/30/2013 09:20AM Deputy: AR OFFICIAL RECORD Requested By: Quicken Loans - Correction: Douglas County - NV Karen Ellison - Recorder Page: 1 of 6 Fee: \$19.00 BK-813 PG-8285 RPTT: 0.00

Assessor's Parcel Number: 1420-07-210-016

Recording Requested By and Return To: QUICKEN LOANS INC. SERVICING CLIENT SOLUTIONS TEAM 1050 WOODWARD AVE. DETROIT, MI 48226

Mail Tax Statements To: QUICKEN LOANS INC. 1050 WOODWARD AVE. DETROIT, MI 48226

[Space Above This Line For Recording Data]

Loan No: 3242194119

Borrower: BRENDA K GRADY

Data ID: 606

(Page 1 of 6 Pages)

Original Principal Amount: \$321,000.00

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate with Balloon)

MIN: 100039032421941192

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

This Loan Modification Agreement ("Agreement"), made this 25th day of July, 2013, between BRENDA K GRADY AND JOHN GRADY, whose address is 3501 GREEN ACRES DR, CARSON CITY, NEVADA 89705 ("Borrower"), QUICKEN LOANS INC., 1050 WOODWARD AVE., DETROIT, MI 48226 ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), P.O. Box 2026, Flint, MI 48501-2026 tel. (888) 679-MERS ("Beneficiary"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated March 11, 2011 and granted or assigned to Mortgage Electronic Registration Systems, Inc. as Beneficiary of record (solely as nominee for Lender and Lender's successors and assigne), and recorded in 03/24/2011 as Instrument Number for Lender and Lender's successors and assigns), and recorded in 03/24/2011 as Instrument Number 0780519 in Book 0311 Page 5229 of the Official Records of the County Recorder's or Clerk's Office of DOUGLAS COUNTY, 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 the "Property," located at:

3501 GREEN ACRES DR, CARSON CITY, NEVADA 89705

[Property Address]

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument Modified by Middleberg, Riddle & Gianna Form 3179 1/01 (rev. 06/12)

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Loan No: 3242194119 Data ID: 606

the real property described being set forth as follows: SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

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 August 1, 2013, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$321,878.71, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 2. \$27,248.70 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 \$294,630.01. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 4.0000%, from August 1, 2013. Borrower promises to make monthly payments of principal and interest of U.S. \$1,231.37, beginning on the first day of September, 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 4.0000% will remain in effect until Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The new Maturity Date will be August 1, 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. If Borrower makes a partial prepayment of Principal, Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.
- 5. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

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6. 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 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; and

(b) all terms and provisions of any adjustable rate rider, 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.

7. 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, 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) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note

or Security Instrument.

(d) 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.

(e) 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.

(f) 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.

(g) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the Beneficiary of record under the Security Instrument and this Agreement. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

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Data ID: 606

..(Seal)

BK 813

.....(Seal) JOHN GRADY—Borrower

- Borrower Acknowledgment -

STATE OF NEVADA COUNTY OF DOUGLAS

This instrument was acknowledged before me on the 35 20<u>13</u>, by

BRENDA K GRADY AND JOHN GRADY

My commission expires:

Notary Public

(Printed Name)

CARLA L. SPENCER NOTARY PUBLIC STATE OF NEVADA My Appt. Exp. April 20, 2015

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LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument Modified by Middleberg, Riddle & Gianna Form 3179 1/01 (rev. Form 3179 1/01 (rev. 06/12)

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Loan No: 3242194119

Data ID: 606

Lender:

QUICKEN LOANS INC.

(Printed Name and Title)

Date of Lender's Signature:

Beneficiary:

MORTGAGE ELECTRONIC REGISTRATION

TEMS, INC. - Nominee for Lender by CKEN LOANS INC.

as

(Printed Name and Title)

- Lender/Beneficiary Acknowledgment

STATE OF MICHIGAN COUNTY OF WAYNE

This instrument was acknowledged before me on

Stere randenvever

ASSISTANT SECRETARY OF QUICKEN LOANS INC. for itself and for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

My commission expires:

Notary Public

(Printed Name)

HANA ALAZAZI Notary Public - Michigan Wayne County My Commission Expires Feb 10, 2019 Acting in the County of Wayne

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument Modified by Middleberg, Riddle & Gianna Form 3179 1/01 (rev. 06/12)

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EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 1420-07-210-016

Land Situated in the City of Carson in the County of Douglas in the State of NV

PARCEL 2, ON THAT CERTAIN PARCEL MAP FOR WILLIAM J. GILMARTIN AND PAMELA J. GILMARTIN, RECORDED MAY 2, 2006, IN BOOK 0506, PAGE 1129, AS DOCUMENT NO. 0673993, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

Commonly known as: 3501 Green Acres Drive, Carson City, NV 89705

