APN: 142007811001

DOC # 830760

09/17/2013 02:55PM Deputy: AR
 OFFICIAL RECORD
 Requested By:

First American Title Insuration
 Douglas County - NV
 Karen Ellison - Recorder

Page: 1 of 7 Fee: \$45.00

BK-913 PG-3666 RPTT: 0.00

I hereby affirm that this document does not contain the Social Security Number of person(s). As required by law: NRS 239B.030 (Source of law or rule)

Signed____

Print Name: KENNETH JORDAN

RECORDING REQUESTED BY and RETURN TO:

NAME:

FIRST AMERICAN MORTGAGE SERVICES

ADDRESS:

1100 Superior Ave Suite # 200

CITY/STATE/ZIP:

Cleveland OH 44114

ATTENTION:

NATIONAL RECORDING

TITLE OF DOCUMENT:

Modification of DoeD OF TRUST

APN #: 142007811001

This Document Prepared By:
MELISSA LUMPKIN
PNC MORTGAGE, A DIVISION OF
PNC BANK, NATIONAL
ASSOCIATION
3232 NEWMARK DR
MIAMISBURG, OH 45342
(888) 224-4702

1ax/parcel No. 142007811001

[Space Above This Line for Recording Data]

Original Principal Amount: \$205,200.00 Unpaid Principal Amount: \$193,836.54

New Principal Amount \$215,258.42 New Money (Cap): \$21,421.88 Freddie Mac Loan No.:500775923 Loan No: 0005955213

LOAN MODIFICATION AGREEMENT (DEED OF TRUST) (To a Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement (the "Agreement"), made and effective this 1ST day of JULY, 2013, between PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION ("Lender"), whose address is 3232 NEWMARK DR, MIAMISBURG, OH 45342, and JESUS LOPEZ A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY ("Borrower"), whose address is 5212 S EDMONDS DR, CARSON CITY, NV 89705, modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated FEBRUARY 20, 2008, in the original principal sum of U.S. \$205,200.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the

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"Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded on FEBRUARY 21, 2008 in INSTRUMENT NO. 718336 BOOK 208 PAGE 4683, of the OFFICIAL Records of DOUGLAS COUNTY, NEVADA. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

983 SUNVIEW DR, CARSON CITY, NEVADA 89705 [Property Address]

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

Current Balance. As of JULY 1, 2013, the amount payable under the Note and Security Instrument (the "New Principal Balance") is U.S. \$215,258.42. \$33,730.92 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 I Jesus Lapez Occupy property referenced about. "Interest Bearing Principal Balance" and this amount is \$181,527.50.

Interest Rate. Borrower promises to pay the Interest Bearing Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 4.0000%, beginning JULY 1, 2013, both before and after any default described in the Note. The yearly rate of 4.0000% will remain in effect until principal and interest is paid in full.

- Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. \$758.67, beginning on the 1ST day of AUGUST, 2013, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on JULY 1, 2053, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
- Place of Payment. Borrower must make the monthly payments at

3232 NEWMARK DR, MIAMISBURG, OH 45342 or such other place as Lender may require.

- Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
- Property Transfer. 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 the 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 given in accordance with Section

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15 of the Security Instrument, 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 this Security Instrument without further notice or demand on Borrower.

- 7. Compliance with Covenants. 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.
- 8. 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 where otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

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In Witness Whereof, the Lender have excepted this Agreement.
PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION
8-5-13
By AMBER JOHNSTON (print name) Mortgage Officer (title) [Space Below This Line for Acknowledgments]
LENDER ACKNOWLEDGMENT
State of Shub
County of Montgomery
The foregoing instrument was acknowledged before me this
(date) by AMBER JOHNSTON, the MORTGAGE OFFICER of PNC MORTGAGE, A DIVISION OF
PNC BANK, NATIONAL ASSOCIATION, a
national association, on behalf of the national association
Elaine M Ruble
Notary Public NOTARY PUBLIC - OHIO MY COMMISSION EXPIRES 01-02-18
Printed Name: Elank WRubk 11977 OF OF OTHER
My commission expires: 1-218
PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION 3232 NEWMARK DR
MIAMISBURG, OH 45342

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In Witness Whereof, I have executed this Agreement.	\ \	
Borrower JESUS LOPEZ JOSUS LOPEZ	Borrower (Seal)	
Date 7/24/13	Date	
Borrower (Seal)	Borrower (Seal)	
Date	Date	
Borrower (Seal)	Borrower (Seal)	
Date [Space Below This Line for Acknowledgments]		
BORROWER ACKNOWLEDGMENT		
STATE OF NEVADA COUNTY OF		
JESUS LOPEZ Signature of Person Taking Acknowledge	Co oblob	
Printed Name Debovah Gehr Title or Rank Notwoffblic Commission expires 4-2-2015		
	mber, if any $99-55313-3$	

DEBORAH GEHR NOTARY PUBLIC STATE OF NEVADA

No. 99-55313-3 My Appt Exp. April 2, 2015

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EXHIBIT A

BORROWER(S): JESUS LOPEZ A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

LOAN NUMBER: 0005955213

LEGAL DESCRIPTION:

PROPERTY DESCRIBED IS IN DOUGLAS COUNTY, CITY OF CARSON CITY, OHIO: LOT 25, IN BLOCK R, AS SET FORTH ON THE FINAL MAP OF SUNRIDGE HEIGHTS 6A & 8A, A PLANNED UNIT DEVELOPMENT, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON MAY 1, 1995, BOOK 595, PAGE 1, AS DOCUMENT NO. 361213 AND BY CERTIFICATE OF AMENDMENT RECORDED MAY 17, 1995, BOOK 595, PAGE 2588, AS DOCUMENT NO 362268, AND ALSO BY CERTIFICATE OF AMENDMENT RECORDED AUGUST 7, 1995, IN BOOK 895, AT PAGE 816, AS DOCUMENT NO. 367680

ALSO KNOWN AS: 983 SUNVIEW DR, CARSON CITY, NEVADA 89705

47513464 LOPEZ

NV

FIRST AMERICAN ELS MODIFICATION AGREEMENT





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