

APN# 1122021710153

DOC # 838054
02/10/2014 03:34PM Deputy: AR
OFFICIAL RECORD
Requested By:
First American Title Insur:
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 8 Fee: \$21.00
BK-214 PG-1426 RPTT: 0.00



LOAN MODIFICATION AGREEMENT (DEED OF TRUST)
(Type of Document)

**Recording Requested By and
When Recorded Return To:**

*First American Title
Loss Mitigation Title Services-LMTS
P.O. Box 27670
Santa Ana, CA 92799
Attn: LMTS
FAT# 8299944*

STATE: NEVADA
COUNTY: DOUGLAS

**This page added to provide additional information required by NRS 111.312 Sections 1-2.
(Additional recording fee applies) This cover page must be typed or printed.**



APN #: 122021710153

This Document Prepared By:
EDITH BATT
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715
(800) 416-1472

When Recorded Mail To:
FIRST AMERICAN TITLE
ATTN: LMST
P.O. BOX 27670
SANTA ANA, CA 92799-7670

Tax/Parcel No. 122021710153

[Space Above This Line for Recording Data]

Original Principal Amount: \$238,500.00
Unpaid Principal Amount: \$231,332.80
New Principal Amount \$243,885.10
New Money (Cap): \$12,552.30

Freddie Mac Loan No.:
Loan No: (scan barcode)

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)
(Fixed Rate)

THIS LOAN MODIFICATION AGREEMENT ("Agreement"), made on the 9TH day of OCTOBER, 2013 (the "Modification Effective Date"), by and between **CANDACE D. DONLEY, AN UNMARRIED INDIVIDUAL** (the "Borrower(s)") whose address is **1351 LEONARD ROAD, GARDNERVILLE, NEVADA 89460** and **WELLS FARGO BANK, N.A.** ("Lender") whose address is **3476 STATEVIEW BLVD, MAC# X7801-03K, FORT MILL, SC 29715** (the "Lender (Mortgagee) together with the Borrower(s), the "Parties"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated **AUGUST 8, 2006**, in the original principal sum of U.S. **\$238,500.00** and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded on **AUGUST 17, 2006** in **INSTRUMENT NO. 0682546**, 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:

1351 LEONARD ROAD, GARDNERVILLE, NEVADA 89460
[Property Address]

the real property described being set forth as follows:

LOT 458, AS SHOWN ON THE MAP OF GARDNERVILLE RANCHOS UNIT NO. 7, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON MARCH 27, 1974, IN BOOK 374, PAGE 676, AS FILE NO. 72456.

WITNESSETH

WHEREAS, Borrower has requested and Lender has agreed, subject to the following terms and conditions, to a loan modification as follows:



NOW THEREFORE, in consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows (notwithstanding anything to the contrary in the Note and Security Instrument date **AUGUST 8, 2006**.

- The modified principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to the Modified Loan. The new principal balance of my note will be **\$243,885.10** (the "New Principal Balance"). Borrower understands that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. Borrower also understands that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.
- \$56,908.90** 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 **\$186,976.20**. Interest at the rate of **4.0000%** will begin to accrue on the Interest Bearing New Principal Balance as of **OCTOBER 1, 2013** and the first new monthly payment on the Interest Bearing New Principal Balance will be due on **NOVEMBER 1, 2013**. Borrower agrees to make payments for the Modification Loan as outlined in the payment schedule below:

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment	Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-480	4.0000%	10/01/2013	\$781.45	\$243.30 Adjusts annually after year 1	\$1,024.75	11/01/2013	480

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 2 shall supersede any provisions to the contrary in the Note and Security Instrument, including but not limited to, provisions for an adjustable, step or simple interest rate.

Borrower understands that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my Modified Loan will be the minimum payment that will be due each month for the remaining term of the Loan. My Modified Loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest being added to the outstanding principal balance.

- EXTENSION.** This Agreement hereby modifies the following terms of the Note and Security Instrument described herein above as follows:



- a. The Current contractual due date has been extended from **NOVEMBER 1, 2012** to **NOVEMBER 1, 2013**. The first modified contractual due date is on **NOVEMBER 1, 2013**.
 - b. The maturity date has been extended from **SEPTEMBER 1, 2036** (month/year) to **OCTOBER 1, 2053**.
 - c. The amount of interest to be included (capitalized) will be U.S. **\$6,915.86**.
 - d. The amount of the Escrow Advance to be capitalized will be U.S. **\$2,654.56**.
 - e. The amount of Recoverable Expenses to be capitalized will be U.S. **\$2,981.88**. Recoverable Expenses may include, but are not limited to: Title, Attorney fees/costs, BPO/Appraisal, and/or Property Preservation/Property Inspections.
 - f. I agree 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 I sell or transfer an interest in the property (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the maturity date.
 - g. Borrower agrees that certain amounts owed will not be capitalized, waived, or addressed as part of this Agreement, and will remain owed until paid. These amounts owed are referenced in the Cover Letter to this Agreement, which is incorporated herein, and are to be paid with the return of this executed Agreement. If these amounts owed are not paid with the return of this executed Agreement, then Lender may deem this Agreement void.
4. **NOTE AND SECURITY INSTRUMENT.** Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Note or Security Instrument. Further, except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement.
 5. The undersigned Borrower(s) acknowledge receipt and acceptance of the Loan Modification Settlement Statement. Borrower(s) agree with the information disclosed in and understand that I/we am/are responsible for payment of any outstanding balances outlined in the Loan Modification Settlement Statement.
 6. The undersigned Borrower(s) acknowledge receipt and acceptance of the Borrower Acknowledgements, Agreements, and Disclosures Document (BAAD).
 7. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Truth in Lending statement.
 8. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the 1-4 Family Modification Agreement Rider Assignment of Rents.
 9. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Notice of Special Flood Hazard disclosure.





- 10. This Agreement is conditioned upon the receipt of the I-4 Family Modification Agreement Rider Assignment of Rents, if included, specified in the attached cover letter, which is incorporated herein by reference.
- 11. That (he/she/they) (is/are) the Borrower(s) on the above-referenced Mortgage Loan serviced by WELLS FARGO BANK, N.A.

That (he/she/they) have experienced a financial hardship or change in financial circumstances since the origination of (his/her/their) Mortgage Loan.

That (he/she/they) did not intentionally or purposefully default on the Mortgage Loan in order to obtain a loan modification.

- 12. If the Borrower(s) make a partial prepayment of principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts that are due.

CORRECTION AGREEMENT: The undersigned borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants WELLS FARGO BANK, N.A., as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Modification Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments as modified by this Agreement. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 120 days from the closing date of the undersigned's Modification. (Borrower(s) initial)

By signing this Agreement I hereby consent to being contacted concerning this loan at any cellular or mobile telephone number I may have. This includes text messaged and telephone calls including the use of automated dialing systems to contact my cellular or mobile telephone. You will not be billed by your cellular or mobile carrier for any text messages you may receive from Wells Fargo, however, any calls we place to your cellular or mobile phone will incur normal airtime charges assessed by your mobile carrier.



In Witness Whereof, the Lender has executed this Agreement.

WELLS FARGO BANK, N.A.

Elias Tadesse

[Signature]

Vice President Loan Documentation

11-18-13

By

(print name)
(title)

Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF MN

COUNTY OF Dakota

The instrument was acknowledged before me this 11-18-2013 by

Elias Tadesse

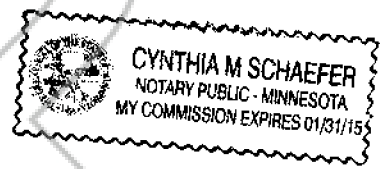
the

Vice President Loan Documentation

of **WELLS FARGO BANK, N.A.**

a **Vice President Loan Documentation**, on behalf of said corporation.

[Signature]
Notary Public



Printed Name: Cynthia M. Schaefer

My commission expires: Jan 31 2015

**THIS DOCUMENT WAS PREPARED BY:
EDITH BATT
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715**





In Witness Whereof, I have executed this Agreement.

Candace D Donley
Borrower: CANDACE D DONLEY

10-15-13
Date

Borrower: _____

_____ Date

Borrower: _____

_____ Date

Borrower: _____

_____ Date

_____ [Space Below This Line for Acknowledgments] _____

BORROWER ACKNOWLEDGMENT

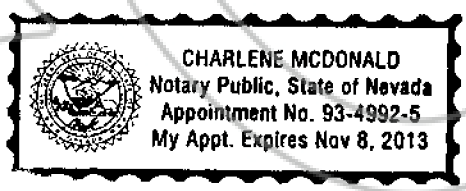
STATE OF Nevada
COUNTY OF Douglas

This instrument was acknowledged before me on October 15, 2013 by
CANDACE D DONLEY (name(s) of person(s)).

Charlene McDonald
Notary Public

Printed Name: Charlene McDonald

(Seal)
My commission expires: 11-08-13





Date: **OCTOBER 9, 2013**
Loan Number: (scan barcode)
Lender: **WELLS FARGO BANK, N.A.**

Borrower: **CANDACE D DONLEY**

Property Address: **1351 LEONARD ROAD, GARDNERVILLE, NEVADA 89460**

NOTICE OF NO ORAL AGREEMENTS

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 ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

Candace D Donley _____ 10-15-13
Borrower _____ Date
CANDACE D DONLEY

Borrower _____ Date

Borrower _____ Date

Borrower _____ Date

Borrower _____ Date

Borrower _____ Date