

DOC # 839455
 03/14/2014 08:43AM Deputy: AR
OFFICIAL RECORD
 Requested By:
 Title First Agency, Inc.
 Douglas County - NV
 Karen Ellison - Recorder
 Page: 1 of 7 Fee: \$20.00
 BK-314 PG-1947 RPTT: 0.00



PARCEL# 1220-21-610-027

WHEN RECORDED MAIL TO:

SPRINGLEAF FINANCIAL SERVICES, INC. WHEN RECORDED SEND TO:

PO BOX 969
 EVANSVILLE, IN 47706-0969

TITLE FIRST AGENCY
 2044 FULLER AVE NE, STE 200
 GRAND RAPIDS, MI 49505



This instrument was prepared by HEATHER HART PO BOX 969 EVANSVILLE, IN 47706

[Space above This Line for Recording Data]

LOAN MODIFICATION AGREEMENT

1570381

(For Modifying Non Recourse Home Equity Line of Credit Accounts)

Security Instrument Filing Data	
Instrument Dated	<u>JUNE 02, 2005</u>
Recorded on	<u>JUNE 03, 2005</u>
Office Recorded in	<u>DOUGLAS COUNTY</u>
County	<u>DOUGLAS COUNTY</u>
Location	<u>GARDNERVILLE, NV 89410</u>
Book/Volume/Liber	<u>0605</u>
Page	<u>1362</u>
File	<u></u>
Doc/Instrument Number	<u>0646003</u>

This Loan Modification Agreement ("Agreement"), effective on 02/01/14 (the "Modification Effective Date") by and between _____

RAYMOND NILS HANSON A/K/A RAYMOND N HANSON

CARMELA GRACE HANSON A/K/A CARMELA G HANSON

("Borrower") and SPRINGLEAF FINANCIAL SERVICES, INC. A/K/A AMERICAN GENERAL FINANCIAL SERVICES, INC ("Lender"), modifies, amends, and supplements (to the extent

this Agreement is inconsistent with their terms): (1) the Mortgage, Deed of Trust, Deed to Secure Debt, or Security Deed ("Security Instrument"), as set forth herein above, and (2) the Home Equity Line of Credit Agreement ("Note"), dated JUNE 02, 2005, which covers the real and personal property described in the Security Instrument and defined therein as the "Property" located at:

738 ROBIN DR

GARDNERVILLE, NV

Co# 1056		MLO#
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If this Agreement is to be recorded, the real property described is set forth as follows:

SEE EXHIBIT A

PARCEL# 1220-21-610-027

This Agreement also supersedes and replaces any prior loan modification agreement(s) between Lender and Borrower as of the effective date of this Agreement.

Terms not defined in this Agreement are as defined in the Note and/or Security Agreement.

As of the Modification Effective Date, the amount of the principal balance payable under the Note and the Security Instrument (the "Unpaid Principal Balance") will be \$ 69122.10. In consideration of the mutual promises and agreements contained herein, Borrower and Lender (together the "Parties") agree that beginning on the Modification Effective Date, and after both Parties have executed this Agreement, (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. **ANNUAL PERCENTAGE RATE.** Borrower promises to pay the Principal Balance, plus interest, to the order of Lender. \$ 0.00 of the Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$ 69122.10. The unpaid and deferred interest that has not been capitalized (the "Deferred Interest") will be \$ 0.00. Interest at the Annual Percentage Rate of 3.07% will begin to accrue on the Interest Bearing Principal Balance as of 01/01/14 and the first new monthly payment on the Interest Bearing Principal Balance will be due on 02/01/14. Assuming no additional sums are advanced under the Note and assuming that all minimum monthly payments are made in full and on time, my payment schedule, including my minimum monthly payments and APR based on the current principal balance, will be:

Months	Interest Rate	Interest Rate Change Date	Monthly Payment	Payment Begins On
001 - 036 037 - 480	3.07 7.05	01/01/14 01/01/17	250.24 421.10	02/01/14 02/01/17

Minimum monthly payments will be paid until Principal Balance and accrued interest are paid in full.

2. **Repayment Term.** The assumed repayment term of the Note (and Security Instrument) is 480 months from the date of the Agreement.
3. Minimum monthly payments will continue to be calculated in the manner set forth in the Note. Borrower must pay the minimum monthly payment shown on each monthly statement by the payment due date.





- 4. Place of Payment. Borrower must continue to make the monthly payments in the manner and at such place as Lender may require.
- 5. Application of Payments. All payments will be applied in the following order: first to any Other Charges, then to any Late Charges, then to any Credit Insurance Premiums, then to any Escrow Items, and finally, to any Finance Charges.

- 6. 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 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.

- 7. 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 of the Note and Security Instrument are forever canceled, null and void, as of the date of this Agreement:

- (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, where applicable, 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.

- 8. 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) If checked, I was discharged in a bankruptcy proceeding subsequent to the execution of the Note and Security Instrument. Based on this representation, notwithstanding anything to the contrary in the Agreement, Lender agrees that I will not have personal liability on the Note and Security Instrument pursuant to this Agreement.
- (f) If Borrower is the subject of a pending Chapter 13 bankruptcy case as of the date of this Agreement, this Agreement does not reflect or address the payment of that portion, if any, of the account balance which was delinquent as of the bankruptcy petition date ("Arrearage"). In addition to the Borrower's obligations under this Agreement, Borrower shall be liable to Lender for payment of any portion of the Arrearage which is not fully paid to Lender in accordance with the terms of Borrower's confirmed bankruptcy Plan or which is not discharged in bankruptcy.
- (g) 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.

This Agreement modifies the Note and Security Instrument referenced above as expressly provided herein. 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.

In Witness Whereof, Lender and Borrower have executed this Agreement.

LENDER

Raymond N. Hanson
Borrower RAYMOND NILS HANSON A/K/A
RAYMOND N HANSON

By: Lisa S. Bacon

Carmela Grace Hanson
Borrower CARMELA GRACE HANSON A/K/A
CARMELA G HANSON

Lisa S. Bacon

Paul Col 1/21/2014
Witness Signature Date





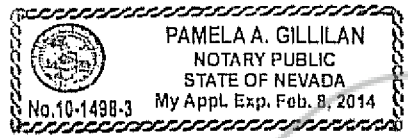
STATE OF NEVADA, Carson City County ss:

On January 21, 2014 personally
appeared before me, a notary public Pamela Ann Gillilan who
acknowledged that Raymond Nils Hanson aka Raymond N Hanson and
Carmela Grace Hanson aka Carmela G Hanson executed the above instrument.

Pam Gillilan
Notary Public

My Commission expires:
February 8, 2014

County of Carson City State of Nevada



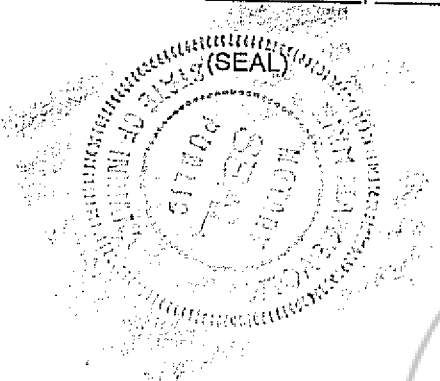


STATE OF INDIANA, COUNTY OF VANDERBURGH ss:

Before me, ERIN MARIE VOLK, a Notary Public in and for said County and State, hereby certify that LISA S. BACON, SPRINGLEAF FINANCIAL SERVICES, INC.,
MORTGAGE LOAN ORIGINATOR

whose name is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

WITNESS my hand and official seal in the county and state aforesaid this 22 day of JANUARY, 2014.



Erin Marie Volk
Notary Public

ERIN MARIE VOLK
VANDERBURGH COUNTY, STATE OF INDIANA

My Commission Expires September 2, 2021



EXHIBIT "A"
Legal Description

Lot 337, of GARDNERVILLE RANCHOS UNIT NO. 6, according to the map thereof, filed in the office of the County Recorder of Douglas County, Nevada, on May 29, 1973, in Book 573, Page 1026, as File No. 66512.

APN: 1220-21-610-027

