

DOC # 848888
09/02/2014 02:19PM Deputy: AR
OFFICIAL RECORD
Requested By:
eTRCo, LLC
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 4 Fee: \$17.00
BK-914 PG-159 RPTT: 0.00

APN 1220-15-310-060
025319-RTD
061012-RTD



WHEN RECORDED RETURN TO:

GUILD MORTGAGE COMPANY
ATTN: LOSS MITIGATION DEPT.
P.O BOX 85304
SAN DIEGO CA 92186-5304

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GUILD# GOS090292F/800-1000292
FHA CASE #331-1376544-703
MERS MIN#: 100019980010002921

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 15th day of November, 2013, between SIMONE RUIZ, AN UNMARRIED WOMAN("Borrower") and Guild Mortgage Company ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated May 6, 2009 and recorded in Book or Liber May 14, 2009, at instrument number 743122, of official 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 1498 MUIR DRIVE, GARDNERVILLE, NEVADA 89460, the real property described being set forth as follows:

PLEASE SEE EXHIBIT "A" ATTACHED HERETO AND MANDE 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):

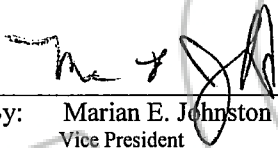
1. As of November 1, 2013 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$115,946.00 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.500%, from November 01, 2013. The Borrower promises to make monthly payments of principal and interest of U.S. \$587.48, beginning on the 1st day of December, 2013 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on November 1, 2043(the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.



- 3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

- 4. The borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the 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.
- 5. 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 as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.


 By: Marian E. Johnston (Seal)
 Vice President
 Guild Mortgage Company
 Lender


Simone Ruiz, Borrower (Seal)

[Space Below This Line For Acknowledgments]

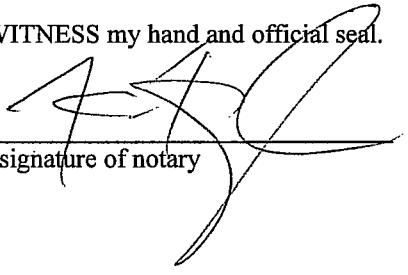


STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On 5-06-14, before me, K. Kyler, notary public, personally appeared Marian E. Johnston, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

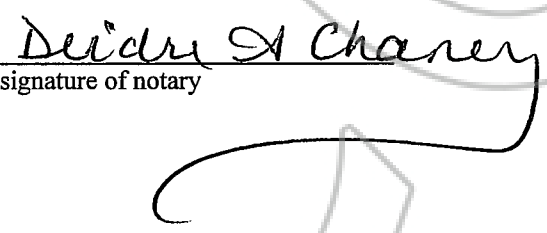

signature of notary

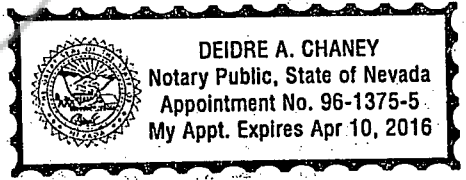


STATE OF NEVADA
COUNTY OF DOUGLAS

On MAY 2, 2014, before me, Simone RUIZ, notary public, personally appeared Simone Ruiz, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


signature of notary





Loan No: 800-1000292

RUIZ

EXHIBIT "A" - LEGAL DESCRIPTION - PAGE 1 of 1
LOT 8 IN BLOCK P AS SAID LOT AND BLOCK ARE SHOWN ON THE MAP OF GARDNERVILLE
RANCHOS UNIT NO. 4, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS
COUNTY, STATE OF NEVADA, ON APRIL 10, 1967 IN MAP BOOK 1, PAGE 55, FILING NO.
35914.

