DOC # 849337
09/12/2014 10:33AM Deputy: SG
 OFFICIAL RECORD
 Requested By:
First American Title Insuration
 Douglas County - NV
 Karen Ellison - Recorder
Page: 1 of 5 Fee: \$18.00
BK-914 PG-2150 RPTT: 0.00



PARCEL NUMBER: #1419-22-710-012

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 Brian Steeley
Print Name: BRIAN SHEPARD

RECORDING REQUESTED BY and RETURN TO:

WHEN RECORDED, RETURN TO: FIRST AMERICAN TITLE INSURANCE CO. 1100 SUPERIOR AVENUE, SUITE 200 CLEVELAND, OHIO 44114 NATIONAL RECORDING

ORDER # 49128575

TITLE OF DOCUMENT:

MODIFICATION OF MORTGAGE

This cover page must be typed or printed in black ink Additional \$1.00 charged for recording cover page



PG-2151 849337 Page: 2 of 5 09/12/2014

When recorded mail to: #:9268805

Loss Mitigation Title Services 12106.3 P.O. Box 27670

Santa Ana, CA 92799 RE: WOLZ - BMPG+

**Prepared By: Carla Cristobal U.S. Bank Home Mortgage** 16900 West Capitol Drive Brookfield, WI 53005 Phone: (262) 252-7388

49128575

BK 914

FIRST AMERICAN ELS MODIFICATION AGREEMENT 

Service Loan Number: 7884537966

#### MODIFICATION OF MORTGAGE

ONE ORIGINAL LOAN PROMISSORY NOTE, MODIFICATION EXTENSION 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 Balloon Loan Modification ("Modification"), entered into effective as of 7H day of AUGUST between MARK R WOLZ AND ANGELA B WOLZ, TRUSTEES OF THE MARK AND ANGELA WOLZ TRUST UNDER AGREEMENT DATED JANUARY 31, 2004 ("Grantor"), whom resides at 170 COGORNO WAY CARSON CITY NV 89703, and U.S. Bank N.A. ("Grantee"), who's address is 4801 Frederica St, Owensboro, KY 42301, and given to Mortgage Electronic Registrations Systems, Inc. ("MERS") (solely as nominee for Lender, and Lender's successors and assigns), as beneficiary, MERS in organized and existing under the laws of Delaware, amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated JUNE 06, 2008, securing the original principal sum of U.S. \$208,000.00, recorded on JUNE 20, 2008, Document Number 725467, Recorded in Book 608, Page(s) 5316 and in DOUGLAS County records in the State of NEVADA. (2) the Balloon Note bearing the same date as, and secured by the Security Instrument (the "Note") which has been assigned MERS WHOS ADDRESS IS 1901 E VOORHEES STREET, SUITE C DANVILLE, IL 61834 Registration No. 1000212 7884537966 3 and MERS Registration Date JUNE 24, 2008 which covers the real and personal property described in the Security Instrument and defined in the Security instrument as the "Property", located at: 328 JAMES CANYON LOOP **GENOA NV 89411**, the real property described being set forth as follows:

SEE ATTACHED EXHIBIT "A"

Parcel ID Number: 1419-22-710-012

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

This is a Mortgage Amendment as defined in M.S 287, 01 Subd 2, and as such does not secure a new or increased amount of debt.

BK 914 PG-2152 849337 Page: 3 of 5 09/12/2014

1. As of **AUGUST 01, 2014**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$139,354.85**.

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 a yearly rate of 3.875%, beginning AUGUST 01, 2014. The Borrower promises to make monthly payments of principal and interest of U.S. \$743.99, beginning on the 1<sup>st</sup> day of AUGUST 2014, and continuing thereafter on the same day of each succeeding month until principal and interest are paid-in-full. If on JULY 01, 2017 ("Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Promissory Note, Modification Extension, the Borrower will pay these amounts in full on the Modified Maturity Date. At this time of Maturity Date, full principal balance is due in full.

The Borrower will make such payments at <u>4801 Frederica Street</u>, <u>Owensboro</u>, <u>Kentucky 42301</u> or at such other place the Lender may require.

- 3. The Borrower will comply with all other covenants, agreements, and requirements of the Note and Security Instruments, 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, all terms and provisions of the Loan Modification Agreement are forever canceled, null and void, as of the maturity date of the Note.
- 4. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Modification.

MARK R WOLZ

ANGELA B-WOLZ

State of New Add

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared <u>MARK R WOLZ AND ANGELA B WOLZ</u>, to be known to be the person described in and who executed the foregoing instrument and acknowledged before me that THEY executed the same for the purpose therein expressed.

My Commission Expires: 12-3-2017

Signature Notary Public

Notary Phone Number

Shirtly I Faiella
Name (typed of printed)



BK 914 PG-2153 849337 Page: 4 of 5 09/12/2014

# \* \* \* PLEASE DO NOT WRITE, STAMP OR SIGN BELOW \* \* \* RESERVED FOR LENDER'S USE ONLY

Lender:		
U.S. BANK N.A.		\ \
By Michelle Horbinski Officer of U.S. Bank N.A.		1
State of <u>Wisconsin</u>		
County of <u>Waukesha</u>	< < ) )	
certify that the foregoing instrument was	otary Public within and for the State and Count this day produced before me and in said State at Bank N.A., and was executed and acknowledged day of	ind County by the above
My Commission Expires: March 14, 2017		
Samantha Hruz Name (typed or printed)		
Sanathas		
Signature Notary Public		

SAMANTHA HRUZ Notary Public State of Wisconsin

849337 Page: 5 of 5 09/12/2014

BK 914

とないとの意味になっていない

#### EXHIBIT "A"

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

## PARCEL A:

Lot 43, as shown on the Final Subdivision Map Planned Unit Development PD 05-012 for CANYON CREEK ESTATES, recorded on March 15, 2007, in the office of the County Recorder, Douglas County, Nevada, in Book 0307 at Page 4530 as Document No. 697065, Official Records, and that certain Certificate of Amendment recorded on March 27, 2007 in Book 0307 at Page 8650 as Document No. 0697842 changing the name of the Subdivision Map to CANYON CREEK ESTATES PHASE 2.

### PARCEL B:

Together with those certain easements for storm drainage, slope and drainage, as granted to Ronald L. Simek, an unmarried man, over Parcel 22 as shown on Record of Survey Map No. 403935, as described in Easement Deed recorded on March 6, 2002 in Book 0302 at Page 1943 as Document No. 536314, Official Records.

Also together with an easement for a temporary septic system as described in Agreement recorded on August 12, 2004 in Book 0804 at Page 4808 as Document No. 621280, Official Records.

Also together with those certain rights as set forth in Document recorded on August 12, 2004 in Book 0804 at Page 4821 as Document No. 621281, Official Records.

