

APN #: 1318-15-715-020

DOUGLAS COUNTY, NV **2014-851758**  
Rec:\$22.00  
\$22.00 Pgs=9 **10/28/2014 11:37 AM**  
FIRST AMERICAN MORTGAGE SERVICES - MOD  
KAREN ELLISON, RECORDER

This Document Prepared By:  
**BRIAN DENNIS**  
**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: LMTS**  
**P.O. BOX 27670**  
**SANTA ANA, CA 92799-7670**

Tax/Parcel No. 1318-15-715-020

\_\_\_\_\_  
[Space Above This Line for Recording Data] \_\_\_\_\_  
**Original Principal Amount: \$375,200.00** **Freddie Mac Loan No.:**  
**Unpaid Principal Amount: \$372,493.32** **Loan No: (scan barcode)**  
**New Principal Amount \$438,615.99**  
**New Money (Cap): \$66,122.67**

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

THIS LOAN MODIFICATION AGREEMENT ("Agreement"), made on the 12TH day of SEPTEMBER, 2014 (the "Modification Effective Date"), by and between MATTHEW O BERGREN, SINGLE (the "Borrower(s)") whose address is 237 MCFAUL WAY, ZEPHYR COVE, NEVADA 89448 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 APRIL 19, 2006, in the original principal sum of U.S. \$375,200.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated APRIL 19, 2006 and recorded on APRIL 28, 2006 in BOOK 0406 PAGE 10150, 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:

**237 MCFAUL WAY, ZEPHYR COVE, NEVADA 89448**  
[Property Address]

the real property described being set forth as follows:

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

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 APRIL 19, 2006.



1. 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 **\$438,615.99** (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.
  
2. **\$74,968.74** 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 **\$363,647.25**. Interest at the rate of **4.6250%** will begin to accrue on the Interest Bearing New Principal Balance as of **SEPTEMBER 1, 2014** and the first new monthly payment on the Interest Bearing New Principal Balance will be due on **OCTOBER 1, 2014**. 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	4.6250%	09/01/2014	\$1,664.16	\$301.85 Adjusts annually after year 1	\$1,966.01	10/01/2014	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.

3. **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, 2011** to **OCTOBER 1, 2014**. The first modified contractual due date is on **OCTOBER 1, 2014**.

*MFB*

- b. The maturity date has been extended from **MAY 1, 2036** (month/year) to **SEPTEMBER 1, 2054**.
  - c. The amount of interest to be included (capitalized) will be U.S. **\$51,140.21**.
  - d. The amount of the Escrow Advance to be capitalized will be U.S. **\$11,149.43**.
  - e. The amount of Recoverable Expenses to be capitalized will be U.S. **\$3,833.03** 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 1-4 Family Modification Agreement Rider Assignment of Rents, if included, specified in the attached cover letter, which is incorporated herein by reference.



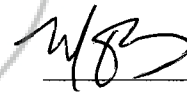
11. That (he/she/they) (is/are) the Borrower(s) on the above-referenced Mortgage Loan serviced by **WELLS FARGO BANK, N.A.**

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)



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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, I have executed this Agreement.

*[Handwritten Signature]*

Borrower: **MATTHEW O BERGREN**

9/24/14

Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by  
**MATTHEW O BERGREN** (name(s) of person(s)).

Notary Public

Printed Name: \_\_\_\_\_

(Seal)

My commission expires: \_\_\_\_\_

*\* See attached  
California Certificate of Acknowledgment  
(kll)*



*2/83*

In Witness Whereof, the Lender has executed this Agreement.

WELLS FARGO BANK, N.A.

**Trang Huynh**  
Vice President Loan Documentation 10/15/14

By [Signature] (print name) Date  
(title)

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

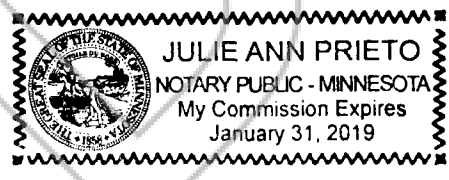
STATE OF MN COUNTY OF Dakota

The instrument was acknowledged before me this 10/15/2014 by  
Trang Huynh the

Vice President Loan Documentation of WELLS FARGO BANK, N.A.,  
a Vice President Loan Documentation, on behalf of said company.

Julie Ann Prieto  
Notary Public

Printed Name: Julie Ann Prieto  
My commission expires: 1/31/2019



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

[Handwritten Signature]

EXHIBIT A

**BORROWER(S): MATTHEW O BERGREN, SINGLE**

**LOAN NUMBER: (scan barcode)**

**LEGAL DESCRIPTION:**

**PARCEL 1 UNIT A, AS SHOWN ON PARCEL MAP FOR CLARE GOLNICK FILED ON MARCH 5, 1980 AS FILE NO. 42427, SAID MAP BEING A RE-DIVISION OF PARCEL 4, AS SHOWN ON THE MAP OF ROUNDRISE TOWNHOUSES, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON AUGUST 14, 1967 AS DOCUMENT NO. 37524. PARCEL 2 AN UNDIVIDED 1/2 INTEREST IN THE COMMON AREA, FOR ACCESS AND UTILITY PURPOSES AS SET FORTH ON SAID CONDOMINIUM MAP. PARCEL 3 AS EASEMENT FOR INGRESS AND EGRESS AS CONTAINED IN THAT DOCUMENT RECORDED SEPTEMBER 21, 1979 IN BOOK 979 OF OFFICIAL RECORDS AT PAGE 1711, DOUGLAS COUNTY, NEVADA.**

**ALSO KNOWN AS: 237 MCFAUL WAY, ZEPHYR COVE, NEVADA 89448**



*Handwritten signature or initials, possibly 'MJB'.*

Date: **SEPTEMBER 12, 2014**  
Loan Number: (scan barcode)  
Lender: **WELLS FARGO BANK, N.A.**

Borrower: **MATTHEW O BERGREN**

Property Address: **237 MCFAUL WAY, ZEPHYR COVE, NEVADA 89448**

### 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.

  
Borrower  
**MATTHEW O BERGREN**

9/24/14  
Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date





# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Marin

On 9/24/14 before me, Karen Lynn Kindig, Notary Public  
(Here insert name and title of the officer)

personally appeared Matthew O. Bergren

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.

Karen Lynn Kindig  
Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ☒ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ☒ Indicate title or type of attached document, number of pages and date.
  - ☒ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

Securely attach this document to the signed document

### DESCRIPTION OF THE ATTACHED DOCUMENT

Loan Modification Agreement  
(Title or description of attached document)

Deed of Trust

(Title or description of attached document continued)

Number of Pages 9 Document Date 9/12/14

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

WAB