DOUGLAS COUNTY, NV Rec:\$20 00

Rec:\$20.00 Total:\$20.00

CSC

2014-853591

12/02/2014 11:45 AM

Pas=7



KAREN ELLISON, RECORDER

Tax Parcel No. 1420-28-312-026

Return to: Document Recording Services P.O. Box 3008 Tallahassee, FL 32315-3008

[Space Above This Line For Recording Data]

Original Recording Date: April 07, 2009

Original Loan Amount: \$380,972.00

New Money: \$0.00



Loan No: 604742601

FHA Case Number: **3311368475703** MIN Number: **100139200002423455**

LOAN MODIFICATION AGREEMENT

It is hereby affirmed that this document submitted for recording does not contain any personal information, including but not limited to the social security number of any person or persons (Per NRS 239B.030)

This Loan Modification Agreement ("Agreement"), made this 4th day of September, 2014, between CHARLIE PANKEY and WENDY PANKEY whose address is 2895 SAN JUAN CIRCLE, MINDEN, NV 89423 ("Borrower") and NATIONSTAR MORTGAGE LLC which is organized and existing under the laws of The United States of America, and whose address is 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067 ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Beneficiary"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated March 19, 2009 and recorded in Book/Liber 409, Page 1697, Instrument No: 740950, of the Official Records (Name of Records) of DOUGLAS County, NV (County and State, or other Jurisdiction) 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

2895 SAN JUAN CIRCLE, MINDEN, NV 89423,

(Property Address)

the real property described being set forth as follows:

See Exhibit "A" attached hereto and made 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):

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(page 1 of 6)

- As of October 1, 2014, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$299,431.31, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
- 2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.375%, from October 1, 2014. Borrower promises to make monthly payments of principal and interest of U.S. \$1,495.02, beginning on the 1st day of November, 2014, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on October 1, 2044 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
- 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.
- 4. 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 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. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by

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(page 2 of 6)

- entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
- 6. 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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
- 7. Borrower agrees to make and execute other documents or papers as may be necessary 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.



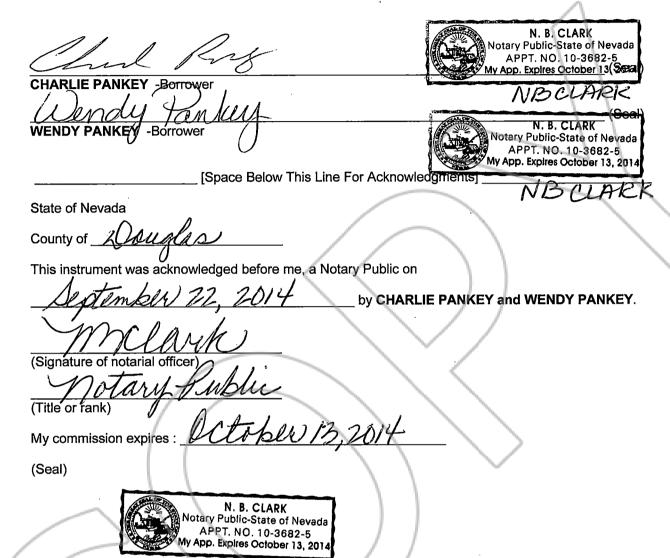
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(page 4 of 6)

NATIONSTAR MORTGAGE LLC
By:
Date of Lender's Signature [Space Below This Line For Acknowledgments]
The State of TX
County of <u>Jenton</u> Azra Habibija <u>Notary Public</u> Before me Azra Habibija (name/title of officer) on this day personally appeared
Krista Moore , the Assistant Secretary of
Nationstar Mortgage LLC
known to me (or proved to me on the oath of or through (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this
AZRA HABIBIJA Notary Public, State of Texas My Commission Expires October 09, 2017 Notary Public
My Commission expires : 10 9 7 Title of Officer





(page 4 of 5)

Mortgage Electronic Registration Systems, Inc - Nominee for Lender
Title: Assistant Secretary
[Space Below This Line For Acknowledgments]
The State of TX
County of <u>Denton</u> Before me Azra Habibija (name/title of officer) on this day personally appeared
Before me Azra Habibija (name/title of officer) on this day personally appeared
Krista Moore , the Assistant Secretary o Mortgage Electronic Registration System, Inc.
Mongage Electronic Registration System, mc.
known to me (or proved to me on the oath of
My Commission expires : 10 9 Title of Officer



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(page 5 of 5)

Exhibit "A"

Loan Number: 604742601

Property Address: 2895 SAN JUAN CIRCLE, MINDEN, NV 89423

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA: LOT 201 IN BLOCK E, AS SHOWN ON THE MAP (NO. PD99-02-06) OF SARATOGA SPRINGS ESTATE UNIT 6, FIELD IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER ON JUNE 28, 2002, FILE NO. 546028 LOT 201 IN BLOCK E, AS SHOWN ON THE MAP.



Exhibit A Legal Description Attachment 11/12



Page 1 of 1