DOUGLAS COUNTY, NV

Rec:\$22.00 \$22.00

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2015-868078 08/18/2015 10:10 AM

PREMIUM TITLE TSG

KAREN ELLISON, RECORDER

After	Recording Return To
Ocwe	n Loan Servicing, LLC
Attn:	Contract Management

P.O. Box 24737

West Palm Beach, FL 33416

Investor #: 11560

[Space Above This Line for Recording Data]

LOAN MODIFICATION AGREEMENT

Servicer:	Ocwen Loan Servicing, LLC
Original Mortgagor / Maker:	LISA M. NIMTZ

\$

Marital Status:

MARRIED

Original Mortgagee / Payee:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) SOLELY AS NOMINEE FOR HOMECOMINGS FINANCIAL

NETWORK, INC.

Original Amount:

120,000.00

1006

Original Mortgage Date:

OCTOBER 02, 2006 OCTOBER 06, 2006

Date Recorded: Reel / Book:

Page / Liber: 2137

CRFN / Document/Instrument #:

0685926

AP# / Parcel #:

1220-22-310-077

Property Address:

654 LONG VALLEY ROAD

City: GARDNERVILLE

County: DOUGLAS State: NEVADA

Present Holder of the Note and Lien:

Holder's Mailing Address:

OCWEN LOAN SERVICING, LLC

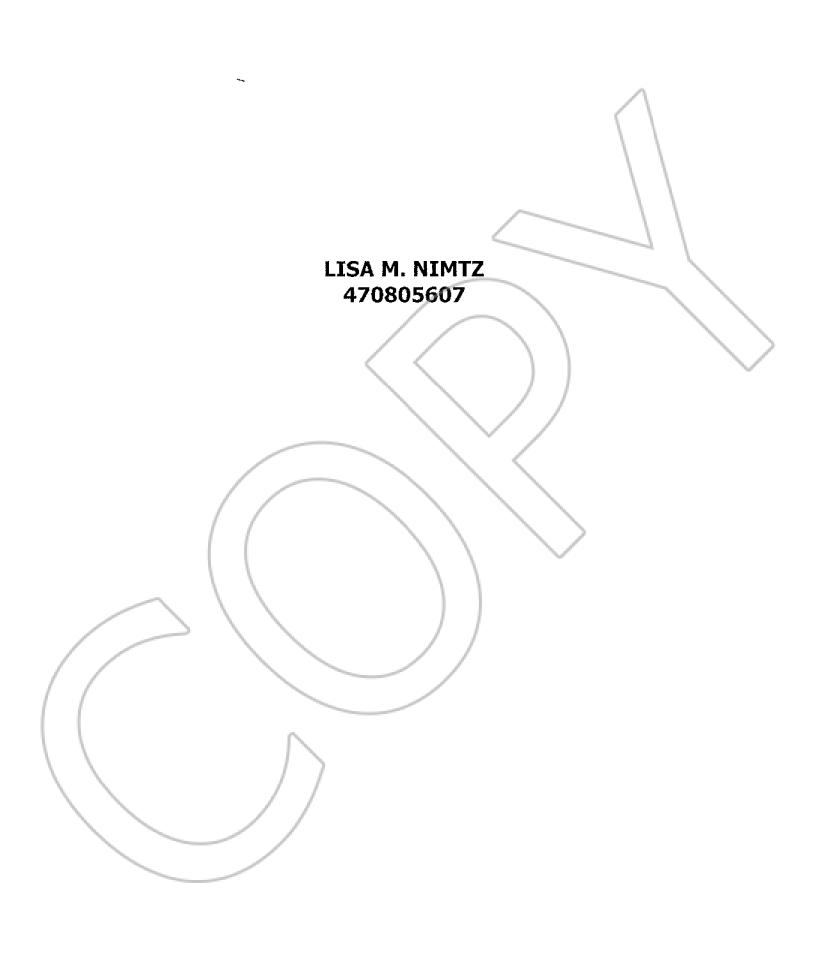
(Including county)

5720 Premier Park Dr,

West Palm Beach, FL 33407

Palm Beach County

	W. "	No.	/ /				
New Money		\$	_ /				
LEGAL DESCRIPTIO							
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Registered Land (O	H Only): 🔲 🕽	(ES ∐ N	10				
AFN# (OH Only):		<u> </u>					
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District (NYC Only):	Secti	on:	Block:		Lot:		
	///						
District (MA Only):							
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Lot (DC Only):		Square:					





Investor Loan #

Ocwen Loan Servicing, LLC WWW.OCWEN.COM Helping Homeowners is What We Dol ™

1661 Worthington Road, Ste 100 West Palm Beach, FL 33409 Toll Free: (800) 746-2936

After Recording Return To:		A.
Ocwen Loan Servicing, LLC		
Attn: Modification Processing		
PO Box 24737		/ /
West Palm Beach, FL 33416-9838		\ \
	[Space Above This Line For Recording Data]	\
- 11		

NON-HAMP LOAN MODIFICATION AGREEMENT

Loan Modification Agreement ("Agreement") made this 3/4/2015 between Lisa M Nimtz ("Borrower") and Ocwen Loan Servicing, LLC Lender/Servicer or Agent for Lender/Servicer ("Lender") amends and supplements that certain promissory note ("Note") dated 10/2/2006 in the original principal sum of \$120,000.00 executed by Borrower. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, in the real property records of Douglas County, NV.

Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 654 Long Valley Rd Gardnerville, NV 89460, which real property is more particularly described as follows:

(Legal Description Attached if Applicable for Recording Only)

Borrower acknowledges that "Lender" is the legal holder and the owner, or agent/servicer for the legal holder and owner, of the Note and Security Instrument and further acknowledges that if "Lender" transfers the Note, as amended by this Agreement, the transferee shall be the "Lender" as defined in this Agreement.

Borrower has requested, and Lender has agreed, to extend or rearrange the time and manner of payment of the Note and to extend and carry forward the lien(s) on the Property whether or not created by the Security Instrument.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- Borrower acknowledges that as of the Effective Date, the amount payable under the Note and Security Instrument (New Principal Balance) is \$74,894.08.
- 2. The Maturity Date is 11/1/2054.
- 3. Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of Lender the Principal Balance, consisting of the amount(s) loaned to Borrower by Lender and any accrued but unpaid interest capitalized to date as applicable, along with any other amounts that may come due under the terms of the original Note and Security Instrument.
- 4. Interest will be charged on the unpaid, non-deferred, "New Principal Balance" until the non-deferred principal has been paid in full. Borrower promises to pay interest at the rate required at each Interest Rate Change Date from 11/1/2014 until

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I pay off my loan at the time when I sell or transfer any interest in my home, refinance the loan, or when the last scheduled payment is due. The rate of interest I pay will change based upon the Payment Schedule below.

5. Borrower promises to make monthly principal and interest payments of \$405.57, beginning on 12/1/2014, and continuing thereafter on the same day of each succeeding month, according to the Payment Schedule below until all principal and interest is paid in full. Payments will be made and delivered to 1661 Worthington Road, Ste 100. West Palm Beach, FL 33409 or at such other place as Lender may require. The amounts indicated in this paragraph do not include any required escrow payments for items such as hazard insurance or property taxes; if such escrow payments are required, the monthly payments will be higher and may change as the amounts required for escrow items change.

					A CONTRACTOR OF THE PARTY OF TH		
Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
1 - Maturity	5.87500%	11/1/2014	\$ 405.57	\$ 168.56, adjusts annually after year 1	\$ 574.13, adjusts annually after year 1	12/1/2014	480

					/ /		
					/ /		

- 6. If on 11/1/2054 (the "Maturity Date"), Borrower still owes any amounts under the Note and Security Instrument, including any "Deferred Principal Balance" as provided for in this Agreement, Borrower will pay these amounts in full on that date.
- 7. If "Lender" has not received the full amount of any monthly payment within the grace period provided for in the original Note or as otherwise provided for by law, Borrower will pay a late payment fee to "Lender" in an amount calculated based on the late charge percentage provided for in the original Note, or as otherwise provided for by law, and the monthly payment required under this Agreement, with a maximum as provided for in the Note, or otherwise provided by law. Borrower will pay this late charge promptly, but only once on each late payment. The late charge is not in lieu of any other remedy of Lender, including any default remedy. Notwithstanding the foregoing, Lender cannot enforce the debt against Borrower personally and Lender's only remedy upon default is to enforce the lien on the property.
- 8. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended (if the Maturity Date of the original Note has been changed) until the indebtedness evidenced by the Note and this Agreement has been fully paid. Lender and Borrower acknowledge and agree that such renewal, amendment, modification, rearrangement, or extension (if applicable) shall in no manner affect or impair the Note or liens and security interests securing same, the purpose of this Agreement being simply to modify, amend, rearrange, or extend (if applicable) the time and the manner of payment of the Note and indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note, which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note.
- 9. If all or any part of the Property or any interest in it 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, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law. 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 this 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. For purposes of this paragraph, "interest in the Property" means any legal or

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beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is transfer of title by Borrower at a future date to a purchaser.

- 10. As amended hereby, the provisions of the Note and Security Instrument shall continue in full force and effect, and the Borrower acknowledges and reaffirms Borrower's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. 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, including but not limited to, in the case of the Borrower, the obligation to pay items such as taxes, insurance premiums or escrow items, as applicable. Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in said Security Instrument.
- 11. Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement.
- 12. Borrower agrees to execute such other and further documents as may be reasonably necessary to consummate the transactions contemplated herein or to perfect the liens and security interests intended to secure the payment of the loan evidenced by the Note. If an error in the terms hereof is detected after execution of this Agreement, Borrower understands that a corrected Agreement will be provided and this Agreement will be void upon notice of such error. Should Borrower elect not to sign any such corrected Agreement, the loan will revert to the terms of the original Loan Documents.

EACH OF THE BORROWER(S) AND THE "LENDER" ACKNOWLEDGE THAT NO REPRESENTATIONS, AGREEMENTS OR PROMISES WERE MADE BY THE OTHER PARTY OR ANY OF ITS REPRESENTATIVES OTHER THAN THOSE REPRESENTATIONS, AGREEMENTS OR PROMISES SPECIFICALLY CONTAINED HEREIN. THIS AGREEMENT, AND THE NOTE AND SECURITY INSTRUMENT (AS AMENDED HEREBY) SETS FORTH THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES. IF APPLICABLE, BORROWER ALSO ACKNOWLEDGES THE RECEIPT BY INCLUSION IN THIS AGREEMENT, OF SPECIFIC INFORMATION DISCLOSING THE FUNCTION OF A BALLOON PAYMENT.

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Modification Due on Transfer

THIS MODIFICATION DUE ON TRANSFER RIDER, effective 3/4/2015, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Lisa M Nimtz (the 'Borrower') and Ocwen Loan Servicing LLC (the 'Lender') covering the Property described in the Loan Modification Agreement located at

654 Long Valley Rd, Gardnerville, NV 89460

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

A. Notwithstanding any other covenant, agreement, or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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.

B. Except as otherwise specifically provided in this Modification Due on Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

٠.,	Felicia Podry		<u> </u>	<u> </u>
	Ocwen Loan Servicing, LTC	Lisa M Nimtz	4/5/15	****
By:	Felicia Perry JUN 17 2015	//_		MARKANIA.
	Authorized Officer			

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☑ If this box is checked, Borrower(s) signature must be notarized.

In Witness Whereof, the Servicer and I have executed this Agreement.
Sign
HERE Soc m. nimk 04,07,2015 Date
Lisa M Nimtz
State of NV)
County of Daylas
on April 2 2015 August Linda Acratha
On April 7 2015 before me, Linda Capa the personally appeared Li Sa Nim 12 who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged before me that he/she executed the
the person(s) whose name is subscribed to the within instrument and acknowledged before me that he/she executed the
foregoing instrument in his/her authorized capacity, and that by his/her signature(s) on the instrument the person, or the entity
upon behalf of which the person acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of NV that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature Nuda Capal~ (Seal)
Print Name: Linda Capa / bu
Commission expiration date 10/23/2018 LINDA CAPALBO
Personally Known OR Produced Identification
Type of Identification Produced N V D L
SIGN
HERE
State of NV Date
County of
On before me, personally appeared
who proved to me on the basis of satisfactory evidence to be
the person(s) whose name is subscribed to the within instrument and acknowledged before me that he/she executed the foregoing instrument in his/her authorized capacity, and that by his/her signature(s) on the instrument the person, or the entity
upon behalf of which the person acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of NV that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature(Seal)
Print Name:
Commission expiration date/
Personally Known OR Produced Identification
Type of Identification Produced
*All individuals on the title (even if not a harranyon on the note) must sign this agreement little agreement to the same sign than
*All individuals on the title (even if not a borrower on the note) must sign this agreement. If there are more than two title holders to this property, please have them sign below. If no other title holders exist, please leave page 4 blank and return it
with the rest of the agreement.

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In Witness Whereof, the Servicer and I have executed this Agreement.

SIGN HERE Date	
State of NV) County of)	
Onpersonally appeared, who proved to me on the basis of satisfactory evidence to be the person(s)	
whose name is subscribed to the within instrument and acknowledged before me that he/she executed the foregoing instrument in his/her authorized capacity, and that by his/her signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.	I
I certify under PENALTY OF PERJURY under the laws of the State of NV that the foregoing paragreph is true and correct. WITNESS my hand and official seal.	
Signature	\ /
Personally KnownOR Produced Identification Type of identification Produced	
SIGN HERE	
State of NV)	
County of	
On before me,personally appeared	
, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged before me that he/she executed the foregoing instrument in his/her authorized capacity, and that by his/her signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.	
l certify under PENALTY OF PERJURY under the laws of the State of NV that the foregoing paragraph is true and correct. WITNESS my hand and official seal.	
Signature(Seal) Print Name: Commission expiration date//	
Personally KnownOR Produced Identification Type of Identification Produced	
Servicer JUN 1 7 2015 Date Felicia Perry Authorized Officer	
Mortgage Electronic Registration Systems, Inc Nominee for Servicer	

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OCWEN LOAN SERVICING, LLC

By: Bendiane Zephir

Servicing Operations Specialist |

Date: 25-June-2015

WITNESSES:

Felicia Perry

Gisele Cazeau

STATE OF Florida }
COUNTY OF Palm Beach }

On 25-June-2015, before me, the undersigned Notary Public, personally-appeared Bendiane Zephir, Servicing Operations Specialist, of Ocwen Loan Servicing, LLC personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual(s) or person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the county of Palm Beach, State of Florida.

Witness my hand and official seal.

Notary\

State of Florida

County of Palm Beach

Gwen Vaden

GWEN VADEN

Notary Public - State of Florida

My Comm. Expires Sep 18, 2016

Commission # EE 835963

Prepared by:

Felicia Perry

nc /

Ocwen Loan Servicing, LLC 1661 Worthington Road, Suite 100 West Palm Beach, FL 33409