

DOUGLAS COUNTY, NV **2016-877720**
Rec:\$28.00
\$28.00 Pgs=15 **03/04/2016 08:35 AM**
FIRST AMERICAN TITLE INSURANCE CO.- API
KAREN ELLISON, RECORDER

This Document Prepared By:
TANYA MCALPIN
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 #: 1318-15-702-006

[Space Above This Line for Recording Data]

Original Principal Amount: \$265,000.00
Unpaid Principal Amount: \$209,842.83
New Principal Amount \$215,542.63
Total Cap Amount: \$5,699.80

Investor Loan No.:
Loan No: (scan barcode)

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

Executed on this day: **JANUARY 6, 2016**
Borrower ("I"): **SHARON MARTIN, A SINGLE PERSON**
Borrower Mailing Address: **482 MCFAUL WAY, ZEPHYR COVE, NEVADA 89448**
Lender or Servicer ("Lender"): **WELLS FARGO BANK, N.A., S/B/M WELLS FARGO HOME MORTGAGE, INC.**
Lender or Servicer Address: **3476 STATEVIEW BLVD, MAC# X7801-03K, FORT MILL, SC 29715**
Date of first lien mortgage, deed of trust, or security deed ("Mortgage") **FEBRUARY 5, 2002** and the Note ("Note") date of **FEBRUARY 5, 2002**

Property Address ("Property"): **482 MCFAUL WAY, ZEPHYR COVE, NEVADA 89448**

Legal Description:

¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I" or "my") shall include the plural (such as "we" or "our") and vice versa where appropriate.

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

Prior instrument reference: Recorded on FEBRUARY 20, 2003 in BOOK 0203 PAGE 08224, of the Official Records of DOUGLAS COUNTY, NEVADA

This Loan Modification Agreement ("Agreement") is made on **JANUARY 6, 2016** by and between Borrower, as obligor(s), or as title holder(s) to the Property, as the context may require, and Lender. Borrower's obligations under the Note are secured by a properly recorded Mortgage, dated the same date as the Note encumbering the Property. Borrower agrees that, except as expressly modified in this Agreement, the Note and the Mortgage remain in full force and effect and are valid, binding obligations upon Borrower, except as discharged in Bankruptcy, and are properly secured by the Property.

If my representations in Section 1, Borrower Representations, continue to be true in all material respects, then this Agreement will amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are hereafter referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in the Loan Documents.

In consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows (notwithstanding anything to the contrary in the Loan Documents).

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement.

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 Loan Documents. Further, except as otherwise specifically provided in this Agreement, the Loan Documents 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:

1. Borrower Representations.

I certify, represent to Lender and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and/or (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future; I did not intentionally or purposefully default of the Mortgage Loan in order to obtain a loan modification;
- B. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the modification, are true and correct;
- C. If Lender requires me to obtain credit counseling in connection with the modification, I will do so;
- D. I have made or will make all payments required within this modification process;
- E. 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 Loan Documents).

2. The Modification.

- A. The modified principal balance of the Note will include amounts and arrearages that will be past due as of the Modification Effective Date (which may include unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, valuation, property preservation, and other charges not permitted under the terms of this modification, 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 **\$215,542.63** (the "New Principal Balance"). Borrower understands that by agreeing to add the Unpaid Amounts to the 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.
- B. Interest at the rate of **6.5000%** will begin to accrue on the New Principal Balance as of **JANUARY 1, 2016** and the first new monthly payment on the New Principal Balance will be due on **FEBRUARY 1, 2016**. Interest due on each monthly payment will be calculated by multiplying the New Principal Balance and the interest rate in effect at the time of calculation and dividing the result by twelve (12). My payment schedule for the modified Loan is as follows:

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment	Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On
480	6.5000%	01/01/2016	\$1,261.91	\$249.67	\$1,511.58	02/01/2016

* This includes an escrow shortage amount to be paid over the first 60 month term. After your modification is complete, escrow payments adjust at least annually in accordance with applicable law; therefore, the total monthly payment may change accordingly.

The above terms shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step or simple interest rate.

3. Loan Modification Terms.

This Agreement hereby modifies the following terms of the Loan Documents as described herein above as follows:

- A. The current contractual due date has been changed from **SEPTEMBER 1, 2015** to **FEBRUARY 1, 2016**. The first modified contractual due date is **FEBRUARY 1, 2016**.
- B. The maturity date has been extended from **MARCH 1, 2033** to **JANUARY 1, 2056**.
- C. The amount of Recoverable Expenses* to be capitalized will be U.S. **\$0.00**.

*Recoverable Expenses may include, but are not limited to: Title, Attorney fees/costs, BPO/Appraisal, and/or Property Preservation/Property Inspections.

- D. Lender will forgive outstanding Other Fees U.S. **\$0.00**. Other Fees may include, but are not limited to: Prior Deferred Interest, appraisal fees.
- E. Lender will forgive outstanding NSF Fees U.S. **\$25.00**.
- F. Lender agrees to waive all unpaid Late Charges in the amount of U.S. **\$1,926.25**.
- G. The amount of interest to be included capitalized will be U.S. **\$5,683.25**.
- H. The amount of the Escrow Advance to be capitalized will be U.S. **\$16.55**.

4. Additional Agreements.

I agree to the following:

- A. If applicable, the Note may contain provisions allowing for changes in the interest rate and the monthly payment. The Note limits the amount the Borrower's interest rate can change at any one time and the maximum rate the Borrowers must pay.
- B. If a biweekly loan, the Loan will convert to a monthly payment schedule. References in the Loan Documents to "biweekly," "every two weeks," and "every other Monday" shall be read as "monthly," except as it relates to the Modified Maturity Date. Interest will be charged on a 360-day year, divided into twelve (12) segments. Interest charged at all other times will be computed by multiplying the interest bearing principal balance by the interest rate, dividing the result by 365, and then multiplying that daily interest amount by the actual number of days for which interest is then due. As part of the conversion from biweekly to monthly payments, any automatic withdrawal of payments (auto drafting) in effect with Lender for the Loan are cancelled.
- C. **Funds for Escrow Items.** I will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." I shall promptly furnish to Lender all notices of amounts to be paid under this Section 4.E. I shall pay Lender the Funds for Escrow Items unless Lender waives my obligation to pay the Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, I shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and Agreement contained in the Loan Documents, as the phrase "covenant and Agreement" is used in the Loan Documents. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and I shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to

any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, I shall pay to Lender all Funds, and in such amounts, that are then required under this Section 4.E.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay me any interest or earnings on the Funds. Lender and I can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide me, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to me for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to me any Funds held by Lender.

- D. If the Borrowers balance has been reduced as a result of this new Agreement, it is understood that any credit life, accident and health, and involuntary unemployment insurance written in connection with this loan has been cancelled, and that any refund of unearned premiums or charges made because of the cancellation of such credit insurance is reflected in the amount due under this Agreement. **Exception:** In the state of California, Life, A&H, and IUI insurance must be cancelled, with refunds applied to the account prior to entry of the settlement transaction, even though there is no reduction in balance as part of the settlement.
- E. If this loan has "Monthly Add-On Premium" Credit Life or Credit Accident & Health Insurance coverage, it is understood and agreed that the Borrowers acceptance of this Agreement will result in the cancellation of the above-mentioned insurances.
- F. If the Borrower's home owners insurance should lapse, **Wells Fargo Home Mortgage** reserves the right to place Lender Placed Insurance (LPI) on the account. If LPI is placed on the account the monthly payment could increase. All other terms of the modification Agreement will not be affected by the LPI and will remain in effect with accordance to this Agreement.
- G. 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

Loan Documents. 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 Loan Documents. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Loan Documents without further notice or demand on Borrower.

- H. If Borrower has 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.
- I. If Borrower fails to pay Lender the amount due and owing or to pay any monthly payment on the dates above, Borrower shall surrender the Property to Lender. If Borrower fails or refuses to surrender the Property to Lender, Lender may exercise any and all remedies to recover the Property as may be available to Lender pursuant to its security interest and lien and applicable law. These remedies may include the recovery of reasonable attorney's fees actually incurred, plus legal expenses and expenses for entering on the Property to make repairs in any foreclosure action filed to enforce the Lender lien. Lender's rights and remedies extend only to the Property, and any action related to the Property itself and not to recovery of any amount owed to Lender under the Note as modified herein, which has been discharged in bankruptcy.
- J. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the 1-4 Family Modification Agreement Rider Assignment of Rents.
- K. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Notice of Special Flood Hazard disclosure.
- L. **CORRECTION AGREEMENT:** The undersigned Borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants **Wells Fargo Home Mortgage**, 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 agrees to make and execute such other documents or papers as necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to their heirs, executors, administrators, and assigns of the Borrower.
- M. If the Borrower's Loan is currently in foreclosure, the Lender will attempt to suspend or cancel the foreclosure action upon receipt of the first payment according to this Agreement. Lender agrees to suspend further collection efforts as long as Borrowers continue making the required payments under this Agreement.
- N. All the rights and remedies, stipulations, and conditions contained in the Loan Documents relating to default in the making of payments under the Loan Documents shall also apply to default in the

making of the modified payments hereunder.

- O. This Agreement shall supersede the terms of any modification, forbearance, trial period plan or other mortgage assistance that the Borrower previously entered into with Lender.
- P. In cases where the Loan has been registered with Mortgagee who has only legal title to the interests granted by the Borrower in the Loan Documents, Mortgagee has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property and to take any action required of Lender including, but not limited to, releasing and canceling the Loan.
- Q. If the Loan Documents govern a home equity loan or line of credit, then Borrower agrees that as of the Modification Effective Date, the right to borrow new funds under the home equity loan or line of credit is terminated. This means that Borrower cannot obtain additional advances and must make payments according to this Agreement. Lender may have previously terminated or suspended the right to obtain additional advances under the home equity loan or line of credit, and if so, Borrower confirms and acknowledges that no additional advances may be obtained.
- R. By signing this Agreement the Borrower hereby consents to being contacted concerning their loan at any cellular or mobile telephone number they may have. This includes text messages and telephone calls including the use of automated dialing systems to contact any cellular or mobile telephone. The Borrower may be billed by the cellular or mobile carrier for any text messages that Lender may send. Any calls Lender places to the Borrower's cellular or mobile phone may incur normal airtime charges assessed by the mobile carrier.
- S. Unless this Agreement is executed without alteration and is signed and returned along with the following documents with the payment, if required, within 15 days from the date of this letter in the enclosed, prepaid overnight envelope, it will be of no force or effect and the Loan will remain subject to all existing terms and conditions provided in the Loan Documents. Upon receipt of a properly executed Agreement, this Agreement will become effective on **JANUARY 1, 2016**.
- T. I agree that this Agreement will be null and void if the Lender is unable to receive all necessary title endorsement(s), title insurance product(s) and/ or subordination Agreement(s).

All Borrowers are required to sign and date this Agreement in blue or black ink only as the borrowers' name appears below. If signed using any other color or method, the document will not be accepted and another copy of the Agreement will be sent to the Borrower to be signed.

By signing below, all Borrowers certify they have read this Agreement in its entirety, that all Borrowers know and understand the meaning and intent of this Agreement and that all Borrowers enter into this Agreement knowingly and voluntarily. By signing below, all Borrowers agree to all terms and conditions described on every page of this Agreement.

In Witness Whereof I have executed this Agreement.

Sharon Martin
Borrower: SHARON MARTIN

2-4-2016
Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

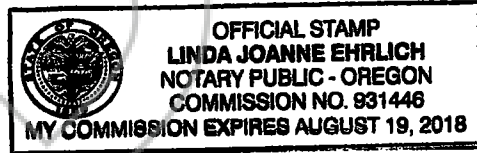
STATE OF Oregon
COUNTY OF Flood River

This instrument was acknowledged before me on February 4, 2016 by
SHARON MARTIN (name(s) of person(s)).

Linda Joanne Ehrlich
Notary Public

Printed Name: Linda Joanne Ehrlich

(Seal)
My commission expires: August 19, 2018



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A., S/B/M WELLS FARGO HOME MORTGAGE, INC.

By: (print name) Asnaku Cherenet (title) Vice President Loan Documentation (sign) Asn. Date 02/18/16

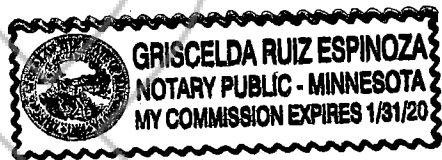
[Space Below This Line for Acknowledgments]

STATE OF Minnesota COUNTY OF Dakota

The instrument was acknowledged before me this 2/18/16 by the Asnaku Cherenet

Vice President Loan Documentation of WELLS FARGO BANK, N.A., S/B/M WELLS FARGO HOME MORTGAGE, INC., a Vice President Loan Documentation, on behalf of said company.

[Signature]
Notary Public



Printed Name: Griscelda Ruiz Espinoza
My commission expires: 1/31/20

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

EXHIBIT A

BORROWER(S): SHARON MARTIN, A SINGLE PERSON

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

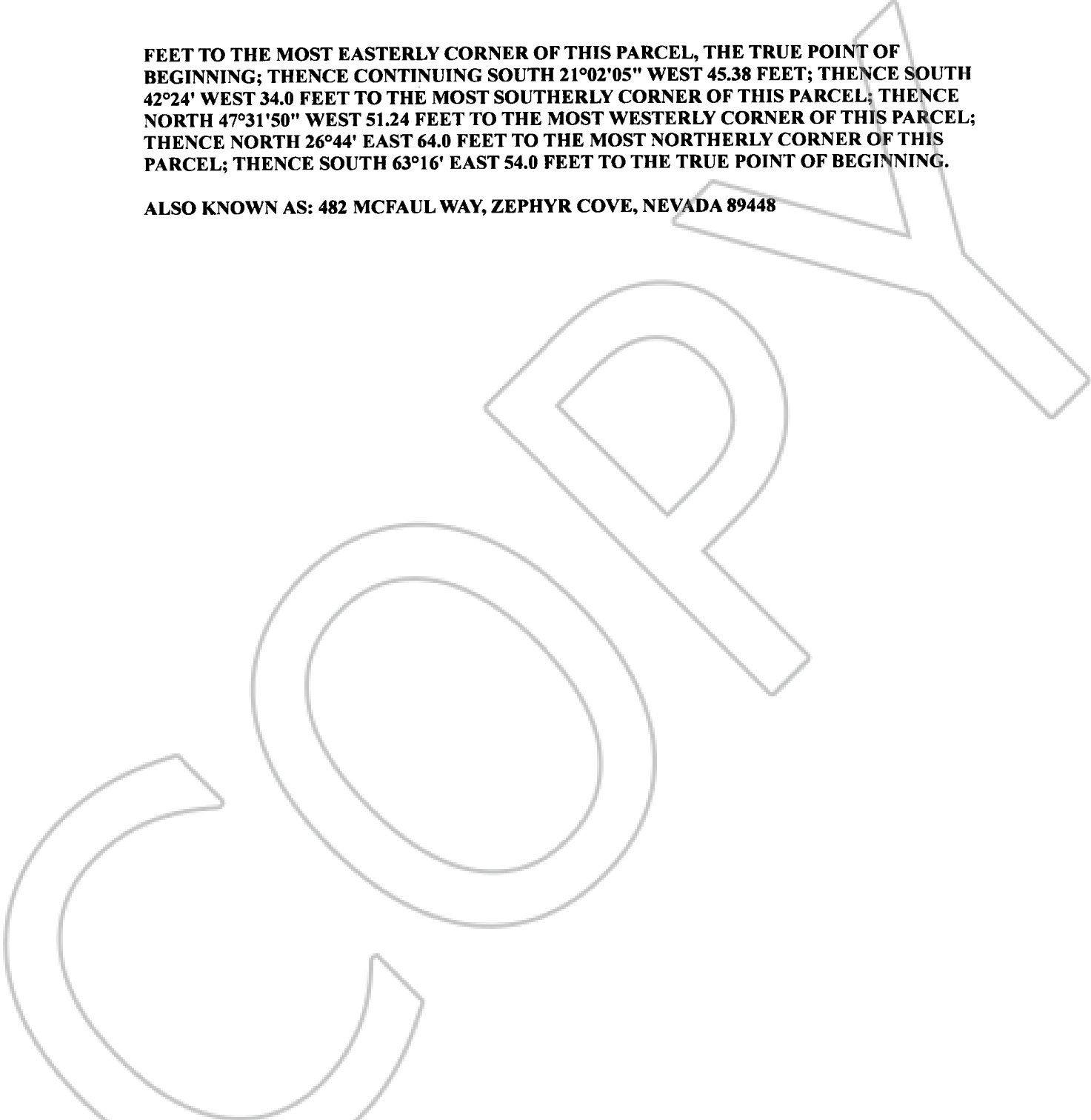
ALL THAT CERTAIN LOT, PIECE OR PARCEL LOT OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVEDA, DESCRIBED AS FOLLOWS:

THE LAND REFERRED TO IS SITUATE IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 13 NORTH, RANGE 18 EAST, COUNTY OF DOUGLAS, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF PARCEL 2 AS DESCRIBED IN THAT CERTAIN INSTRUMENT RECORDED DECEMBER 11, 1964, IN BOOK 28 OF OFFICIAL RECORDS, AT PAGE 284, DOUGLAS COUNTY, NEVADA, AND OF THE SOUTHWESTERLY LINE OF MCFAUL WAY AS SHOWN ON THE CERTAIN MAP OF ROUND HILL VILLAGE UNIT NO. 1, FILED IN THE OFFICE OF THE RECORDER OF DOUGLAS COUNTY, NEVADA, ON APRIL 21, 1965 UNDER DOCUMENT NO. 27741; SAID POINT BEING ALSO DESCRIBED AS BEING SOUTH 47°13'00" WEST 30.00 FEET AND NORTH 42°47'00" WEST 221.52 FEET FROM THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE IN MCFAUL WAY SHOWN AS NORTH 42°47'00" WEST 265.81 FEET ON SAID MAP; THENCE SOUTH 42°24'00" WEST 180.00 FEET; THENCE NORTH 47°36' WEST 170.24 FEET; THENCE NORTH 26°44' EAST 36.8 FEET TO THE TRUE POINT OF BEGINNING, WHICH IS THE MOST WESTERLY CORNER OF THIS PARCEL; THENCE CONTINUING NORTH 26°44' EAST 89.2 FEET TO THE MOST NORTHERLY CORNER OF THIS PARCEL; THENCE SOUTH 63°16' EAST 62.0 FEET; THENCE SOUTH 11°13'30" WEST 26.15 FEET; THENCE SOUTH 26°44' WEST 64.0 FEET TO THE MOST SOUTHERLY CORNER OF THIS PARCEL; THENCE NORTH 63°16' WEST 69.0 FEET TO THE TRUE POINT OF BEGINNING. TOGETHER WITH THE RIGHT TO USE A STRIP OF LAND 25 FEET IN WIDTH CONTIGUOUS TO THE NORTHWESTERLY SIDE OF PARCEL 5, DESCRIBED IN EXHIBIT A ATTACHED TO DEED OF TRUST RECORDED IN BOOK 35 OF OFFICIAL RECORDS AT PAGE 663, FOR ROADWAY PURPOSES, AND FOR THE INSTALLATION, OPERATION, REPAIR AND REPLACEMENT OF SEWER MAINS AND PUBLIC UTILITY SERVICE. TOGETHER WITH AN UNDIVIDED ONE-SIXTH INTEREST IN AND TO THE FOLLOWING PARCEL OF LAND: COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF PARCEL 2 AS DESCRIBED IN THAT CERTAIN INSTRUMENT RECORDED DECEMBER 11, 1964, IN BOOK 28 AT PAGE 284, DOUGLAS COUNTY, NEVADA AND OF THE SOUTHWESTERLY LINE OF MCFAUL WAY AS SHOWN ON THE CERTAIN MAP OF ROUND HILL VILLAGE UNIT NO. 1, FILED IN THE OFFICE OF THE RECORDER OF DOUGLAS COUNTY, NEVADA ON APRIL 21, 1965 UNDER DOCUMENT NO. 27741; SAID POINT BEING ALSO DESCRIBED AS BEING SOUTH 47°13'00" WEST 30.00 FEET AND NORTH 42°47'00" WEST 221.52 FEET FROM THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE IN MCFAUL WAY SHOWN AS NORTH 42°47'00" WEST 265.81 FEET ON SAID MAP; THENCE NORTH 42°47' WEST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MCFAUL WAY 44.29 FEET; THENCE SOUTH 83°42' WEST 58.5 FEET; THENCE SOUTH 21°02'05" WEST 10.21

FEET TO THE MOST EASTERLY CORNER OF THIS PARCEL, THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 21°02'05" WEST 45.38 FEET; THENCE SOUTH 42°24' WEST 34.0 FEET TO THE MOST SOUTHERLY CORNER OF THIS PARCEL; THENCE NORTH 47°31'50" WEST 51.24 FEET TO THE MOST WESTERLY CORNER OF THIS PARCEL; THENCE NORTH 26°44' EAST 64.0 FEET TO THE MOST NORTHERLY CORNER OF THIS PARCEL; THENCE SOUTH 63°16' EAST 54.0 FEET TO THE TRUE POINT OF BEGINNING.

ALSO KNOWN AS: 482 MCFAUL WAY, ZEPHYR COVE, NEVADA 89448





Wells Fargo Home Mortgage
MAC N9408-013
2701 Wells Fargo Way
1st Floor, Suite 1050
Minneapolis, MN 55408

January 06, 2016

Sharon Martin
PO Box 748
White Salmon WA 98672 0748

Subject: Assignment of Rent Rider

Dear Sharon Martin :

1-4 Family Modification Agreement Rider Assignment of Rents
THIS 1-4 FAMILY MODIFICATION AGREEMENT RIDER ASSIGNMENT OF RENTS ("1-4 Family Rider") effective January 06, 2016 is incorporated into that certain Loan Agreement (the "Modification") of the same date made by Sharon Martin (the "Borrower") incorporated into and amends and supplements the Security Instrument executed by Borrower to secure the Note. The Security Instrument covers the Property as defined and described in the Security Instrument and located at:
482 Mcfaul Way Zephyr Cove NV 89448

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a LM146/RAL/Page 1

Together we'll go far





Wells Fargo Home Mortgage
MAC N9408-C13
2701 Wells Fargo Way
1st Floor, Suite 1050
Minneapolis, MN 55408

Page 2/Assignment of Rent Rider

leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5 of the Security Instrument.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 of the Security Instrument is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 of the Security Instrument concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 of the Security Instrument shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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Together we'll go far





Wells Fargo Home Mortgage
MAC N9408-013
2701 Wells Fargo Way
1st Floor, Suite 1050
Minneapolis, MN 55408

January 06, 2016

Sharon Martin
PO Box 748
White Salmon WA 98672 0748

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If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sum secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7 of the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or
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waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

J. PRIOR ASSIGNMENT OF RENTS. This 1-4 Family Rider supersedes the provisions of any previous 1-4 Family Rider Assignment of Rents (a "Previous Assignment") executed by Borrower pertaining to the Property. If a Previous Assignment has been executed by the Borrower, then the assignment and lien granted in the assignment of Rents contained in Paragraph H of this 1-4 Family Rider shall relate back in time to the date and priority of any such Previous Assignment.

K. CAPITALIZED TERMS. Capitalized terms used in this 1-4 Family Rider shall have the meanings ascribed to them in the Modification except as otherwise specifically set forth in this 1-4 Family Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

2/4/16 *Sharon Martin* _____ (Seal)
Date Sharon Martin

Date _____ (Seal)

Date _____ (Seal)

^(AE)
Date ~~Wells Fargo Home Mortgage~~

Asnaku Cherenet
Vice President Loan Documentation

02/18/16

By: *Asnaku Cherenet*
Wells Fargo Bank, N.A.

^(AE)
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