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KAREN ELLISON, RECORDER

Tax Parcel No. 1420-28-601-002

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Original Recording Date: April 03, 2008

Loan No: 609388343

Original Loan Amount: \$280,250.00

Investor Loan No: 1706812607

New Money: \$10,557.63



REF126590186A

LOAN MODIFICATION AGREEMENT

(Providing For Fixed Interest Rate)

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 9th day of December, 2016, between **RAYMOND L. TEMS** ("Borrower") and **Nationstar Mortgage LLC**, whose address is **8950 CYPRESS WATERS BLVD, COPPELL, TX 75019** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **April 01, 2008** and recorded in Book/Liber **408**, Page **926**, Instrument No: **720816** and recorded on **April 03, 2008**, of the Official Records of **DOUGLAS County, NV** 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

2925 VICKY LANE, MINDEN, NV 89423,

(Property Address)

the real property described being set forth as follows:



110045769

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):

1. As of **December 1, 2016**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$280,032.15**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 **3.625%**, from



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December 1, 2016. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,105.91**, beginning on the **1st** day of **January, 2017**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.625%** will remain in effect until principal and interest are paid in full. If on **December 1, 2056** (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.

3. 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. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.



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- (c) 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.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required 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.
- (f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging [].

- (g) In the event of any action(s) arising out of or relating to this Agreement or in connection with any foreclosure action(s) dismissed as a result of entering into this Agreement, if permitted by applicable law, I will remain liable for and bear my own attorney fees and costs incurred in connection with any such action(s).
 - (h) Borrower understands that the mortgage insurance premiums on the Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which the borrower may request cancellation of mortgage insurance may change as a result of the New Principal Balance.
6. In the event that I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the loan documents and did not reaffirm the mortgage debt under applicable law, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.
 7. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.

8. This Agreement modifies an obligation secured by an existing security instrument recorded in



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DOUGLAS County, NV, upon which all recordation taxes have been paid. As of the date of this agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$269,474.52. The principal balance secured by the existing security instrument as a result of this Agreement is \$280,032.15, which amount represents the excess of the unpaid principal balance of this original obligation.

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

[Signature]
RAYMOND L. TEMS -Borrower

Date: 01/03/2017

_____ [Space Below This Line For Acknowledgments] _____

State of Nevada

County of Carson

This instrument was acknowledged before me, a Notary Public on
1/3/17 (Date-Month, Day and Year) by

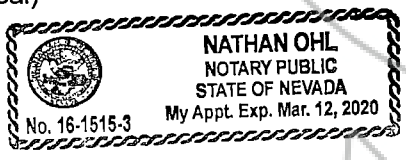
RAYMOND L. TEMS.

[Signature]
(Signature of notarial officer)
Nathan OHL (notary public)
(Printed Name of notarial officer)

Notary public
(Title or rank)

My commission expires : March 12, 2020

(Seal)



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Nationstar Mortgage LLC

By: Aza Habibiya (Seal) - Lender
Name: Aza Habibiya
Title: Assistant Secretary

1/19/17
Date of Lender's Signature

_____[Space Below This Line For Acknowledgments]_____

The State of TX
County of Dallas

Before me Justin T. Geller /Notary Public (name/title of officer) on this day
(Please Print Name)

personally appeared Aza Habibiya, 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.

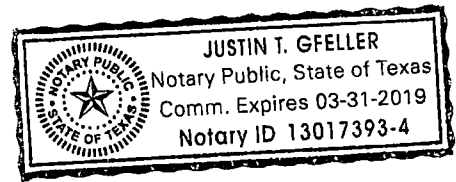
Given under my hand and seal of office this 19th day of January, A.D., 2017.

Justin T. Geller
Signature of Officer

Justin T. Geller
(Printed Name of Officer)

Notary Public
Title of Officer

My Commission expires: 3/31/2019



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Exhibit "A"

Loan Number: **609388343**

Property Address: **2925 VICKY LANE, MINDEN, NV 89423**

Legal Description:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS: A PARCEL OF LAND SITUATED IN AND BEING A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 14 NORTH, RANGE 20 EAST, M.D.B. AND M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHWEST CORNER OF THE PARCEL OF LAND CONVEYED TO ALFRED E. IRMER, ET UX, IN DEED RECORDED JULY 24, 1979, IN BOOK 779, PAGE 1377, DOCUMENT NO. 34771 OF OFFICIAL RECORDS; THENCE NORTH 00 DEGREES 09 MINUTES 00 SECONDS EAST, A DISTANCE OF 224.27 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 26 SECONDS EAST, A DISTANCE OF 195.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 00 SECONDS WEST, A DISTANCE OF 224.46 FEET TO THE SOUTHERLY LINE OF THE IRMERS PARCEL OF LAND SET FORTH HEREINABOVE; THENCE SOUTH 89 DEGREES 49 MINUTES 52 SECONDS WEST, A DISTANCE OF 195.00 FEET TO THE POINT OF BEGINNING.



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