

DOUGLAS COUNTY, NV

2017-901630

Rec:\$20.00

\$20.00 Pgs=7

07/20/2017 08:26 AM

PHH MORTGAGE

KAREN ELLISON, RECORDER

Tax Parcel No. 122016210091

After Recording Return To:  
PHH Mortgage Services  
1 Mortgage Way  
Mount Laurel, NJ 08054  
Return to Phone: 877-766-8244

[Space Above This Line For Recording Data]

Original Recording Date: February 06, 2007

Loan No: 0040605453

Original Loan Amount: \$268,600.00

Investor Loan No: 4005241574

Original Lender Name: Mortgage Electronic  
Registration Systems, Inc., as nominee for GE

MIN Number: 1000200 0040605453 0

Money Bank, its successors and assigns

New Money: \$4,842.72

Prepared Date: June 14, 2017

### 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 14th day of June, 2017, between **SCOTT A KUNOW, AN UNMARRIED MAN** ("Borrower") and **GE Money Bank**, whose address is **4246 South Riverboat Road, Suite 200, Salt Lake City, UT 84123** ("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 **January 22, 2007** and recorded in Book/Liber **0207, Page 01698**, Instrument No: **0694451** and recorded on **February 06, 2007**, 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

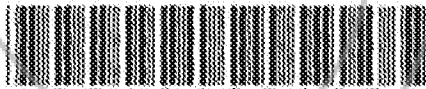
**1289 MANHATTAN WAY, GARDNERVILLE, NV 89460,**

(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

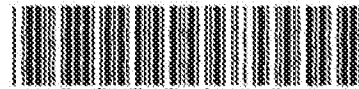


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LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Loan No: 0040605453

23006 08/14



\* 7 8 5 5 1 \* 1 4 \*

Form 3179 1/01 (rev 4/14)

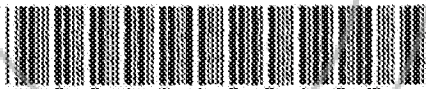
(page 1 of 8)

follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **July 1, 2017**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$239,930.31**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$50,000.00** 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 **\$189,930.31**. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of **4.250%**, from **July 1, 2017**. Borrower promises to make monthly payments of principal and interest of U.S. **\$823.58**, beginning on the **1st day of August, 2017**, and continuing thereafter on the same day of each succeeding month until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The yearly rate of **4.250%** will remain in effect until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The new Maturity Date will be **July 1, 2057**.
3. Borrower agrees 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 Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
4. 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.

5. 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.
6. Borrower understands and agrees that:

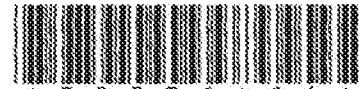


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LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Loan No: 0040605453

83006 08/14



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Form 3179 1/01 (rev. A/14)

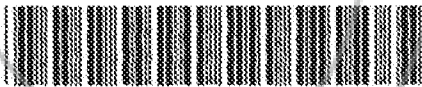
(page 2 of 6)

- (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.
- (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 [  ].

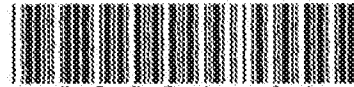
- (g) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the Beneficiary of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.



LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Loan No: 0040605453

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This Agreement modifies an obligation secured by an existing security instrument recorded in 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 \$235,087.59. The principal balance secured by the existing security instrument as a result of this Agreement is \$239,930.31, 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.

Scott A. Kunow (Seal)  
SCOTT A KUNOW -Borrower

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

State of Nevada

County of Douglas

This instrument was acknowledged before me, a Notary Public on


6/20/2017 by SCOTT A KUNOW.

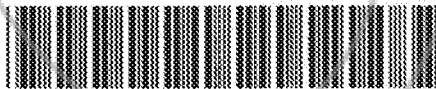
[Signature]  
(Signature of notarial officer)

Notary Public  
(Title or rank)

My commission expires : 10-07-2019

(Seal)  
Origination Company: **GE Money Bank**  
NMLSR ID: 2726

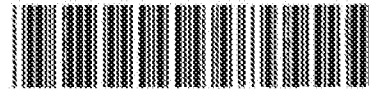
 **Jon Salisbury**  
Notary Public - Nevada  
Washoe County  
Comm. #15-3211-2  
My Comm. Expires 10-07-2019



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LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Loan No: 0040605453  
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GE Money Bank

By: [Signature] (Seal) - Lender  
Name: DANA CONSALO, ASST. V.P.

Title: PHH Mortgage Corporation as Limited Power of Attorney for GE Money Bank

6-29-17  
Date of Lender's Signature

[Space Below This Line For Acknowledgments]  
State of New Jersey, County of Burlington

On 6-29, 20 17, before me, TUYET THI-BACH TRAN  
(please print NOTARY PUBLIC's name)

a Notary Public in and for said State, personally appeared

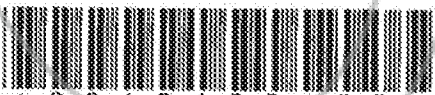
DANA CONSALO, ASST. V.P. of the

Corporation, 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 they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]  
Notary Public

Notary Public of New Jersey  
My Commission expires: \_\_\_\_\_

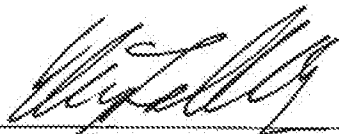
Tuyet Thi-Bach Tran  
Notary Public of New Jersey  
My Commission Expires March 13, 2019



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LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
Loan No: 0040605453  
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(page 5 of 6)

  
Mortgage Electronic Registration Systems, Inc.  
Nominee for Lender and its successors and assigns

Title: Assistant Secretary

Name  
Elizabeth Lashley, Asst. Secretary

Title  
Date of Signature: 6/29/17  
[Space Below This Line For Acknowledgments]

State of New Jersey, County of Burlington SS.:

I CERTIFY that on 6-29-17  
Elizabeth Lashley, Asst. Secretary

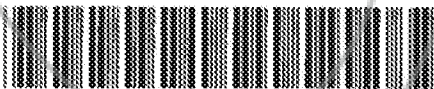
Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as Asst Secretary  
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
- of \_\_\_\_\_ the entity named in this instrument; and;
- (c) executed this instrument as the act of the entity named in this instrument.

  
(Print name and title below signature)

6-29-17  
Date

Tuyet Thi-Bach Tran  
Notary Public of New Jersey  
My Commission Expires March 13, 2019



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LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
Loan No: 0040605453  
8300b.08/14



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Loan # 0040605453

Exhibit a

**LEGAL DESCRIPTION**

**THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF NV, COUNTY OF DOUGLAS, CITY OF GARDNERVILLE AND DESCRIBED AS FOLLOWS:**

**LOT 6, IN BLOCK D, AS SAID LOT AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED "AMENDED MAP OF RANCHOS ESTATES", FILE FOR RECORD ON OCTOBER 30, 1972, IN BOOK 1072, PAGE 642, AS DOCUMENT NO. 62493.**