DOUGLAS COUNTY, NV

Rec:\$35.00 Total:\$35.00

2018-917253 07/26/2018 02:10 PM

US BANK HOME MORTGAGE

Pgs=4



KAREN ELLISON, RECORDER

## **AFFIDAVIT**

In RE: WYRICK. - Loan# 2200676978

State of: Missouri County of: Vernon

Before me, Patricia Duncan on 30 day of April, 2018 appeared the undersigned Christina McAllister, who being duly sworn deposes and states under oath as follows:

- 1. I am over the age of 18 and suffer no legal disabilities. I am an officer of U.S Bank N.A. I have personal knowledge of the facts contained here in and they are true and correct.
- 2. The firm of U.S. BANK NATIONAL ASSOCIATION, closed a transaction for DANIEL WYRICK AND STACEY WYRICK, husband and wife. As part of the closing of this transaction, a Mortgage was recorded.

For reasons unknown, said Mortgage was recorded with/without the ADJUSTABLE RATE RIDER on document recorded at Document Number 2017-895321 Book na & Page na on MARCH 1, 2017 in Douglas County, NEVADA.

3. This affidavit is made to ADD THE ADJUSTABLE RATE RIDER and to serve as notice to all subsequent purchasers, attorneys, and title insurance companies of the aforementioned and may be relied upon.

PATRICIA DUNCAN My Commission Expires November 12, 2021 **Barton County** Commission #13400322

U.S. BANK N.A.

CHRISTINA MCALLISTER, Vice President

NOTARY PUBLIC – PATRICIA DUNCAN

After Recording Return to: U.S. BANK HOME MORTGAGE 221 W CHERRY ST NEVADA, MO 64772

## ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 28th day of February, 2017, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to U.S. Bank National Association (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 1644 Carlson Dr., Gardnerville, NV 89410 [Property Address].

THE NOTE CONTAINS 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 MINIMUM AND MAXIMUM RATES THE BORROWER MUST PAY.

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

A. Interest Rate And Monthly Payment Changes. The Note provides for an initial interest rate of 5.375%. The Note provides for changes in the interest rate and the monthly payments as follows:

- 4. Interest Rate And Monthly Payment Changes.
  - (A) Change Dates. The interest rate I will pay may change on the first day of March, 2020, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date".
  - (B) The Index. Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index value available as of the date 45 days before each Change Date is called the "Current Index," provided that if the Current Index is less than zero, then the Current Index will be deemed to be zero for purposes of calculating my interest rate.

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes. Before each Change Date, the Note Holder will calculate my new interest rate by adding three and one-quarter percentage points (3.25%) (the "Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

2200676978

MULTISTATE ADJUSTABLE RATE RIDER-ARM 5-2-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT **VMP®** 

Wolters Kluwer Financial

Services

2017030117.1.0.4102-J20160926Y

Form 3111 1/01 (rev. 6/16)

08/2016 Page 1 of 3

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

- **(D)** Limits on Interest Rate Changes. The interest rate I am required to pay at the first Change Date will not be greater than 7.375% or less than 3.25%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.375% or less than the Margin.
- **(E)** Effective Date of Changes. My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.
- **(F) Notice of Changes.** The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.
- B. Transfer Of The Property Or A Beneficial Interest In Borrower. Section 18 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or 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 the transfer of title by Borrower at a future date to a purchaser.

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 this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

2200676978

MULTISTATE ADJUSTABLE RATE RIDER—ARM 5-2—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT VMP®

Wolters Kluwer Financial Services

2017030117.1.0.4102-J20160926Y Form 3111 1/01 (rev. 6/16)

08/2016 Page 2 of 3 If Lender exercises the option to require immediate payment in full, 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 given in accordance with Section 15 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 this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Borrower

DANLEY WYRICK

STACEY WYRICK

2200676978

MULTISTATE ADJUSTABLE RATE RIDER-ARM 5-2-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT VMP®

Wolters Kluwer Financial Services

2017030117.1.0.4102-J20160926Y Form 3111 1/01 (rev. 6/16)

08/2016 Page 3 of 3