

PARCEL NUMBER: 1420-07-818-006

DOUGLAS COUNTY, NV **2018-920735**
Rec:\$35.00
\$35.00 Pgs=9 10/11/2018 08:14 AM
WELLS FARGO HOME MORTGAGE-FD
KAREN ELLISON, RECORDER

I hereby affirm that this document which has been submitted for recording does not contain any personal information, as defined by Nevada Revised Statute 239B.030, about any person.

Signed *Talea Meas* 9/12/18

Print Name: **Talea Mhom Meas**
Vice President Loan Documentation

RECORDING REQUESTED BY and RETURN TO:
WELLS FARGO BANK, N.A.
ATTN: LIEN PROCESSING
P.O. BOX 31557
BILLINGS, MT 59107-9900

MODIFICATION AGREEMENT
Title of Document

Signed in Counter Part

This cover page must be typed or printed in black ink
Additional \$1.00 charged for recording cover page

HEQ-MT 

This Document Prepared By:
WENDI M STEINKAMP
WELLS FARGO BANK, N.A.
1000 BLUE GENTIAN ROAD, SUITE 300,MAC X9999-01N
EAGAN, MN 55121
(866) 421-6043

When Recorded Mail To:
WELLS FARGO BANK, N.A.
ATTN: LIEN PROCESSING
P.O. BOX 31557
BILLINGS, MT 59107-9900

Tax/Parcel #: 1420-07-818-006

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Original Principal Amount: \$73,000.00
Unpaid Principal Amount: \$53,629.73
New Principal Amount \$53,629.73
Total Cap Amount: \$0.00

Investor Loan No.:
Loan No: **1998**

MODIFICATION AGREEMENT (DEED OF TRUST)

This Modification Agreement ("Agreement"), made this 27TH day of AUGUST, 2018, between **MICHAEL A. MESERVEY WHO ACQUIRED TITLE AS MICHAEL MESERVEY AKA MICHAEL A. MESERVY AND MARYELLEN MESERVEY WHO ACQUIRED TITLE AS MARY MESERVEY AKA MARY ELLEN MESERVY, MARRIED**

("Borrower"), whose address is **3401 PRINCETON AVE, CARSON CITY, NEVADA 89705**, and **WELLS FARGO BANK, N.A. ("Lender")**, whose address is **1000 BLUE GENTIAN ROAD, SUITE 300,MAC X9999-01N, EAGAN, MN 55121**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **SEPTEMBER 29, 2007** and recorded on **OCTOBER 16, 2007** in **INSTRUMENT NO. 0711210 BOOK 1007 PAGE 4274**, of the **OFFICIAL** Records of **DOUGLAS COUNTY, NEVADA**, 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

3401 PRINCETON AVE, CARSON CITY, NEVADA 89705

(Property Address)

the real property described being set forth as follows:

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

1. RECITALS

- a. In this Modification Agreement ("Agreement"), the words "I," "me," and "my" refer to each borrower who signs this Agreement. The words "You," "Your," and "Bank" refer to Wells Fargo Bank, N.A.
- b. This Agreement modifies my **line of credit** dated **SEPTEMBER 29, 2007** in the original principal amount of **\$73,000.00**, made payable to Bank or its predecessor-in-interest (the "Note"). The Note is secured by a mortgage or deed of trust or other security document (the "Security Instrument") dated the same date as the Note, secured by my property above (the "Property"). The Security Instrument is also changed to the extent necessary to reflect the changes in this Agreement. Finally, this Agreement amends and supersedes the terms of any modification, forbearance and/or trial period plan or workout plan previously entered into, if any, on this Account.
- c. The "Effective Date" of this Agreement shall be the date that this Agreement, signed by all Borrowers, is received by the Bank. I understand that if the executed Agreement is not received by the Bank within fifteen (15) days of the Date of this Agreement shown above, this Agreement shall be void, and none of its provisions shall apply.

2. CURRENT TERMS

The current terms of my Note, as of the date of this Agreement shown above, are:

Account Ending in ****1998

- Outstanding Principal Balance: **\$3,520.19**
- Monthly payment: **\$100.00**
 - Payment consists of **PRINCIPAL AND INTEREST**
- Interest rate: variable currently **6.3750%** per year with a ceiling of **18.000%**
- Monthly Due Date: **The 17TH day of each month**
- Maturity Date: **MARCH 17, 2043**

Account Ending in ****1001

- Outstanding Principal Balance: **\$50,109.54**
- Monthly payment: **\$358.82**
 - Payment consists of **PRINCIPAL AND INTEREST**
- Interest rate: **7.2400%** per year – this rate is **fixed**
- Maturity Date: **MARCH 17, 2043**

3. MODIFIED TERMS

- a. I have requested, and the Bank has agreed, to modify my Note as described in this Agreement.
- b. I agree that I will comply with and be bound by all covenants, agreements, and requirements of my original Account documents, except to the extent that such documents are modified by the Agreement. I certify that the Account documents are composed of duly valid, binding agreements, enforceable in accordance with their terms. I understand that nothing in the Agreement shall be understood or

constructed to be a satisfaction or release in whole or in part of the obligations contained in the loan documents as modified by this Agreement. If my Account is currently in foreclosure, the Bank agrees to suspend or cancel the foreclosure action, so long as the terms and conditions of this Agreement are met.

- c. I agree that each of the balances of my Note set forth above (if more than one is shown) shall be consolidated into one modified account, and the new modified terms of my Note as set forth below in this Agreement shall apply to the entire consolidated balance of my Note.
- d. The new terms of my Note pursuant to this Agreement are as follows:
 - New Principal Balance: **\$53,629.73**
 - Maturity Date (the "New Maturity Date"): **JULY 17, 2043**
 - Interest rate, monthly payment and monthly due dates are outlined below
- e. My first payment under the new terms above will be due on **OCTOBER 17, 2018**.
- f. I understand that my interest rate will follow the rate schedule outlined below, and shall step up on the dates and to the rates outlined in the schedule.
- g. My modified interest rate and payment schedule is as follows:

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payment Begins On	Number of Monthly Payments
1-298	6.3750%	08/27/2018	\$358.91	10/17/2018	298

- h. I understand that the Monthly Payment consists only of principal and interest. The final payment will be the amount needed to repay the outstanding balance under the new terms shown above in full, including any Deferred Principal Amount portion of the outstanding balance. This assumes that all payments will be made on their due dates. If my payments are not consistently made when due, my new monthly Payment may not fully repay the amount owed over the term of the Note and my final payment may be higher
 - i. The Bank has agreed to waive unpaid interest accrued to the Date of this Agreement, and any late charges accrued to the Date of this Agreement that I may owe other than principal. The Bank also waives any penalty for fulfill or partial prepayment of the Account, if present in the original Note
4. **INTEREST RATE DISCOUNTS REPLACED**
The reduced interest rate replaces any discounts, including for automatic payments and rate buy-downs, I may previously have received, whether or not that discount is specified in this section.
5. **SALE OF PROPERTY**
Upon sale, transfer, hypothecation, assignment, or encumbrance, whether voluntary, involuntary, or by operation of law, of all or any part of the Property or any interest therein, then at its sole option, the Bank may, by written notice declare all obligations secured hereby immediately due and payable, except to the extent that such acceleration is prohibited by law.

6. **BORROWER CERTIFICATION**

I attest, under penalty for perjury, all documents and information that I provided to the Bank are true and correct. I agree to execute any documents, including corrected documents and replacements for lost documents, necessary to consummate the transactions contemplated in the Agreement, within fifteen (15) days of the Bank's request.

7. **TERMINATION OF FUTURE ADVANCES**

If my account is a line of credit, Bank and I have previously agreed that I no longer have any draw privileges on the Account. This was a permanent change and not contingent on this modification.

8. **HOME ASSET MANAGEMENT ACCOUNT ("HAMA Accounts")**

I agree that if the Account evidenced by my Note is a HAMA account, I consent to the permanent termination of the following features of my Account

- Increases and/or reviews of the credit line based upon increases in the property value.
- Increases and/or reviews of the credit line based upon the amount of principal paid on my first mortgage.

9. **OPTIONAL PAYMENT PROTECTION CANCELLATION**

If I purchased optional credit insurance or an optional debt cancellation plan in connection with the credit agreement, and if such insurance or plan was not previously cancelled, I have requested that such credit insurance or debt cancellation plan be cancelled. Credit insurance means credit life, disability, and/or involuntary unemployment insurance. Debt Cancellation means the Loan Assurance Plan.

10. **TITLE INSURANCE**

I agree that this Agreement will be null and void if you are unable to receive all necessary title endorsement(s), title insurance product(s) and/or subordination agreement(s).

11. **MODIFICATION OF FIRST LIEN ACCOUNT REQUIRED.**

I understand and agree that the Security Instrument creates a second lien on the Property, and that this Agreement is conditioned upon the successful modification of my other account with the Bank (which may be a Wells Fargo Home Mortgage account) which is secured by a first lien on the Property (the "first lien account"). If the first lien account is not modified under the existing, separately proposed modification by its modification effective date, then this Agreement will become void and the Note will not be modified and I will still be responsible for the full amount owed on the Note and any past due amounts according to the contractual terms of the Note.

12. **NOTICE TO CONSUMER**

This is a Consumer Credit Transaction. I understand that:

- I should not sign this Agreement before I read the entire document, even if otherwise advised.
- I should not sign this Agreement if it contains any blank spaces.
- I am entitled to an exact copy of this Agreement and any other agreements I sign.
- If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure.
- Borrower must deliver to Wells Fargo Home Equity a properly signed modification Agreement by SEPTEMBER 11, 2018. If Borrower does not return a properly signed modification Agreement by this date and make all payments pursuant to the trial plan Agreement or any other required pre-

modification payments, Wells Fargo Home Equity may deny or cancel the modification. If the Borrower returns properly signed modification Agreement by said date, payments pursuant to the loan modification Agreement are due as outlined in this modification Agreement. Wells Fargo Home Equity may deny or cancel this loan modification Agreement if Borrower fails to make the first payment due pursuant to this loan modification Agreement.

COOPER

I received and read a completed copy of this Agreement before I signed it. I agree to all its terms. ALL BORROWERS MUST SIGN THIS AGREEMENT AND RETURN ALL PAGES OF THIS DOCUMENT IN ORDER FOR IT TO BE EFFECTIVE

Michael Meservey
Borrower: MICHAEL A. MESERVEY WHO ACQUIRED TITLE AS MICHAEL MESERVEY AKA MICHAELA A. MESERVY

8/31/18
Date

Mary Ellen Meservey
Borrower: MARY ELLEN MESERVEY WHO ACQUIRED TITLE AS MARY MESERVEY AKA MARY ELLEN MESERVY

8/31/18
Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

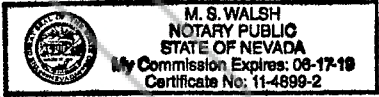
STATE OF Ne0404
COUNTY OF Douglas

This instrument was acknowledged before me on August 31, 2018 by MICHAELA A. MESERVEY WHO ACQUIRED TITLE AS MICHAEL MESERVEY AKA MICHAEL A. MESERVY, MARY ELLEN MESERVEY WHO ACQUIRED TITLE AS MARY MESERVEY AKA MARY ELLEN MESERVY (name(s) of person(s)).

M
Notary Public

Printed Name: M. S. Walsh

(Seal)
My commission expires: 6/17/19



In Witness Whereof, the Lender has executed this Agreement.

WELLS FARGO BANK, N.A.

Talea Mhom Meas
Vice President Loan Documentation
By: (print name) _____
(title)

Talea Mhom Meas
(sign)

9/12/18
Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF MINNESOTA

COUNTY OF Dakota

This instrument was acknowledged before me 9/12/18 (date) by

Talea Mhom Meas (name(s) of person(s)) as Vice President Loan Documentation (type of authority, e.g., officer, trustee, etc.) of **WELLS FARGO BANK, N.A.** (name of party on behalf of whom the instrument was executed).

Jessica Gadea Sanchez
Notary Public

Printed Name: Jessica Gadea Sanchez

My Commission Expires:
01/31/2022

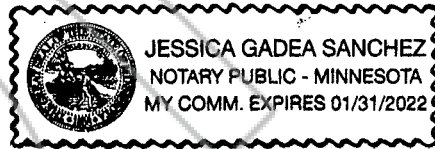


EXHIBIT A

**BORROWER(S): MICHAELA. MESERVEY WHO ACQUIRED TITLE AS MICHAEL MESERVEY
AKA MICHAELA. MESERVY AND MARYELLEN MESERVEY WHO ACQUIRED TITLE AS
MARY MESERVEY AKA MARY ELLEN MESERVY, MARRIED**

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

**The land referred to in this document is situated in the STATE OF NEVADA, COUNTY OF DOUGLAS,
CITY OF CARSON CITY, and described as follows:**

**LOT 6, BLOCK C, AS SHOWN ON THE MAP OF IMPALA MOBILE HOME ESTATE UNIT
NUMBER 2, RECORDED APRIL 7, 1982 IN BOOK 482, PAGE 366, AS DOCUMENT NUMBER
66654, OFFICIAL RECORDS, DOUGLAS COUNTY, NEVADA.**

ALSO KNOWN AS: 3401 PRINCETON AVE, CARSON CITY, NEVADA 89705