

DOUGLAS COUNTY, NV

2018-923277

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12/06/2018 12:58 PM

FIRST AMERICAN TITLE INSURANCE COMPANY

KAREN ELLISON, RECORDER

Recording Requested By:

First American Mortgage Solutions
1795 International Way
Idaho Falls, ID 83402

Record and Return To:

First American Mortgage Solutions
1795 International Way
Idaho Falls, ID 83402

AGREEMENT FOR MODIFICATION, RE-AMORTIZATION, OR EXTENSION OF A MORTGAGE

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AGREEMENT FOR MODIFICATION, RE-AMORTIZATION, OR EXTENSION OF A MORTGAGE

This Agreement for Modification, Reamortization, or Extension of a Mortgage ("Agreement"), made this 3rd day of October, 2018, between ERIN B ALBERT, RYAN S ALBERT ("Borrower") and Broker Solutions Inc. DBA New American Funding ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS") [{"Beneficiary"}] [{"Beneficiary"}] amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed ("Security Instrument") dated 8/24/2018 Doc# 2018-918506 and recorded in official records of Douglas County, State of Nevada, (2) the Note, bearing the same date as, and secured by the Security Instrument, and (3) prior extensions or modifications of the Note and Security Instrument, if any. The Note and Security Instrument, together with any prior extensions or modifications thereof, are referred to in this Agreement as the "Mortgage," and the Mortgage covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

1663 KISS LN MINDEN NV 89423

(Property Address)

the real property described being set forth as follows: See Exhibit "A" Attached

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Mortgage):

1. Under the terms of the Mortgage, there remains unpaid as of the first day of the month in which this Agreement is made, the sum of U.S. \$352,136.63 of principal, \$317,692.00 of interest thereon, \$0.00 of advances made by the Lender thereunder, and U.S. \$0.00 of interest on such advances, aggregating a total sum of U.S. \$669,828.63 for which amount the Borrower is indebted to the Lender under the Mortgage.
2. Lender has accepted or will hereby accept from the Borrower the sum of U.S. \$100,000.00, which is to be applied to the unpaid principal balance (including advances, if any), and the sum of U.S. \$0.00, which is to be applied to the delinquent interest due on the principal balance (including advances, if any), each of which amounts shall be applied as of the date of this Agreement.
3. After application of the amounts provided by Borrower as described in paragraph 2, Borrower promises to pay to Lender U.S. \$352,136.63 ("Unpaid Principal Balance") plus interest on the Unpaid Principal Balance at the yearly rate of 4.875%. The interest rate Borrower will pay may change in accordance with the terms of the Mortgage. The amount of the Borrower's monthly payment of principal and interest is U.S. \$1,865.84, which amount shall be paid to Lender beginning on the 1st day of November, 2018. The amount of Borrower's monthly payment may change in accordance with the terms of the Mortgage. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full. If on September 1, 2048 ("Maturity Date"), Borrower still owes amounts under the Mortgage as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Servicing Loan #: 3000254992

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 Mortgage.

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

5. Borrower also will comply with all other covenants, agreements, and requirements of the Mortgage, 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 Mortgage.
6. Borrower understands and agrees that:
 - (a) All the rights and remedies, stipulations, and conditions contained in the Mortgage relating to default in the making of payments under the Mortgage shall also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Mortgage, shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Mortgage 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 Mortgage, 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 Mortgage 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 Mortgage.
 - (d) 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 Borrower.
 - (e) "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 [Mortgagee] [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.

Servicing Loan #: 3000254992

In Witness Whereof, the lender and I have executed this Agreement

Erin B Albert

By: ERIN B ALBERT

[Signature]

By: RYAN S ALBERT

BORROWER ACKNOWLEDGEMENT

County of: Douglas State of: Nevada

On 10/29/2018 Before me, Jordyn Mazzie Notary Public

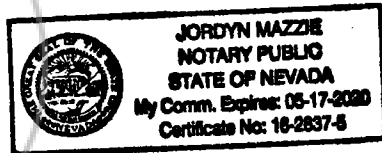
Personally appeared Erin B Albert & Ryan S Albert

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are/subscribed to the within instrument and acknowledged to me that he/she/they executed in his/her/their authorized capacity(ies), and that by his/her/their signatures on the instrument the person(s), or the entity upon behalf of which person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of this state that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature [Signature] (Seal)



Servicing Loan #: 3000254992

Broker Solutions Inc., dba New American Funding

By: 
Roger Stotts, EVP

Date: 11/2/18

Mortgage Electronic Registration Systems, Inc.
Nominee for Lender

LENDER ACKNOWLEDGMENT

State of Texas

County of Williamson

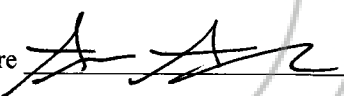
On 11/2/18 before me, Austin Alaniz

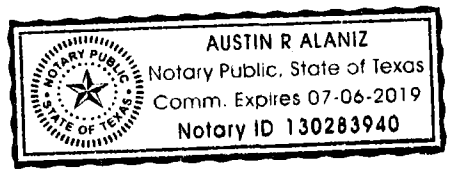
Personally appeared Roger Stotts

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas a that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature 
AUSTIN R ALANIZ



Servicing Loan #: 3000254992

EXHIBIT "A"

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

A Parcel of land, located in the East 1/2 of the Northwest 1/4 of section 11, Township 13 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, more particularly described as follows:

**Commencing at the Northwest corner of said Section 11, proceed South 89°59'11" East, 1,644.98 feet, to a point;
Thence South 0°01'10" East, 1,760.00 feet, to a point;
Thence South 89°59'11" East, 495.00 feet, to a point;
Thence South 0°01'10" East, 25.00 feet, to the Northeast corner and TRUE POINT OF BEGINNING of this parcel;
Thence continue South 0°01'10" East, 284.00 feet, to the Southeast corner of the parcel;
Thence North 89°59'11" West, 768.50 feet, to the Southwest corner of the parcel;
Thence North 0°07'27" West, 263.95 feet, to a point of tangent curvature;
Thence around a curve to the right, having a radius of 20.00 feet, a central angle of 90°08'16", and a length of 31.46 feet, to a point of tangency;
Thence South 89°59'11" East, 748.97 feet, to the TRUE POINT OF BEGINNING.**

Reference is hereby made to that certain record of survey for David G. Pumphrey, Recorded November 7, 1980, in Book 1180, Page 342, File No. 50428, Official Records of Douglas County, Nevada.

NOTE: The above metes and bounds description appeared previously in that certain Grant, Bargain and Sale Deed recorded in the office of the County Recorder of Douglas County, Nevada on June 12, 2003, in Book 603, Page 5894 as Document No. 579850 of Official Records.