

PARCEL NUMBER: 122003210013

DOUGLAS COUNTY, NV

2021-962586

Rec:\$40.00

\$40.00 Pgs=8

02/26/2021 08:26 AM

FATICO-DTO

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.

**Eyerusalem Brehanu Menna**  
**Vice President Loan Documentation**

Signed

Print Name:



2.22.2021

**RECORDING REQUESTED BY and RETURN TO:**  
**FIRST AMERICAN TITLE CO.**  
**FAMS - DTO RECORDING**  
**3 FIRST AMERICAN WAY**  
**SANTA ANA, CA 92707-9991**

**LOAN MODIFICATION AGREEMENT (DEED OF TRUST)**  
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



This Document Prepared By:  
**JULIUS KELLY**  
**WELLS FARGO BANK, N.A.**  
**1 HOME CAMPUS**  
**DES MOINES, IA 50328**  
**(800) 416-1472**

When Recorded Mail To:  
**FIRST AMERICAN TITLE CO.**  
**FAMS – DTO RECORDING**  
**3 FIRST AMERICAN WAY**  
**SANTA ANA, CA 92707-9991**

**Tax/Parcel #: 122003210013**

**[Space Above This Line for Recording Data]**

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<b>Original Principal Amount: \$292,339.00</b>	<b>Investor Loan No.:</b>
<b>Unpaid Principal Amount: \$264,943.50</b>	<b>Loan No: (scan barcode)</b>
<b>New Principal Amount: \$264,943.50</b>	
<b>Total Cap Amount: \$0.00</b>	

## **LOAN MODIFICATION AGREEMENT (DEED OF TRUST)**

Executed on this day: **DECEMBER 18, 2020**

Borrower ("I")<sup>1</sup>: **RUSSELL LEE PETROSKY MARRIED, SHAMRA PETROSKY MARRIED**

Borrower Mailing Address: **1402 HONEY LOCUST AVE, GARDNERVILLE, NEVADA 89410**

Lender or Servicer ("Lender"): **WELLS FARGO BANK, N.A.**

Lender or Servicer Address: **1 HOME CAMPUS, DES MOINES, IA 50328**

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") **AUGUST 24, 2015** and the Note ("Note") date of **AUGUST 24, 2015** and Recorded on **AUGUST 28, 2015** in **INSTRUMENT NO. 2015-868862**, of the **OFFICIAL** Records of **DOUGLAS COUNTY, NEVADA**

Property Address ("Property"): **1402 HONEY LOCUST AVE, GARDNERVILLE, NEVADA 89410**

<sup>1</sup> If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I" or "my") shall include the plural (such as "we" or "our") and vice versa where appropriate.



Legal Description:

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

This Loan Modification Agreement ("Agreement") is made on **DECEMBER 18, 2020** by and between Borrower, as obligor(s), or as title holder(s) to the Property, as the context may require, and Lender. Borrower's obligations under the Note are secured by a properly recorded Mortgage, dated the same date as the Note encumbering the Property. Borrower agrees that, except as expressly modified in this Agreement, the Note and the Mortgage remain in full force and effect and are valid, binding obligations upon Borrower, and are properly secured by the Property.

This Agreement will amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are hereafter referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in the Loan Documents.

In consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows (notwithstanding anything to the contrary in the Loan Documents).

I understand that after I sign and return one copy of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement.

Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Loan Documents. Further, except as otherwise specifically provided in this Agreement, the Loan Documents will remain unchanged, and Borrower and Lender will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement:

**1. The Modification.**

- A. The current contractual due date has been changed from **OCTOBER 1, 2020** to **FEBRUARY 1, 2021**. The first modified contractual due date is **FEBRUARY 1, 2021**.
- B. The maturity date will now be **JANUARY 1, 2046**.
- C. Interest at the rate of **3.1250%** will begin to accrue on the unpaid principal balance of **\$264,943.50** ("Interest Bearing Principal Balance") as of **JANUARY 1, 2021**.
- D. The payment schedule for the modified loan is as follows:

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On
300	3.1250%	01/01/2021	\$1,273.68	\$271.22	\$1,544.90	02/01/2021



## 2. Additional Agreements.

I agree to the following:

- A. If applicable, the Note may contain 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 maximum rate the Borrowers must pay.
- B. If the Borrower's balance has been reduced as a result of this Agreement, it is understood that any credit life, accident and health, and involuntary unemployment insurance written in connection with the Loan has been cancelled, and that any refund of unearned premiums or charges made because of the cancellation of such credit insurance is reflected in the amount due under this Agreement. **Exception:** In the state of California, Life, A&H, and IUI insurance must be cancelled, with refunds applied to the account prior to entry of the settlement transaction, even though there is no reduction in balance as part of the settlement.
- C. If the Loan has "Monthly Add-On Premium" Credit Life or Credit Accident & Health Insurance coverage, it is understood and agreed that the Borrowers acceptance of this Agreement will result in the cancellation of the above-mentioned insurances.
- D. If the Borrower's homeowners insurance should lapse, **Wells Fargo Home Mortgage** reserves the right to place Lender Placed Insurance (LPI) on the account. If LPI is placed on the account, the monthly payment could increase. All other terms of the Agreement will not be affected by the LPI and will remain in effect in accordance with this Agreement.
- E. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Notice of Special Flood Hazard disclosure.
- F. **CORRECTION AGREEMENT:** The undersigned Borrower(s), for and in consideration of the approval, closing and funding of this Agreement, hereby grants **Wells Fargo Home Mortgage**, as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 180 days from the closing date of the undersigned's Modification, or the date any and all documents that the lender requires to be recorded have been successfully recorded at the appropriate office, whichever is later. Borrower agrees to make and execute such other documents or papers as necessary or required to effectuate the terms and conditions of this Agreement, which, if approved and accepted by Lender, shall bind and inure to their heirs, executors, administrators, and assigns of the Borrower.
- G. All the rights and remedies, stipulations, and conditions contained in the Loan Documents relating to default in the making of payments under the Loan Documents shall also apply to default in the making of the payments under this Agreement.



- H. I agree that this Agreement will be null and void if the Lender is unable to receive all necessary title endorsement(s), title insurance product(s) and/or subordination Agreement(s).
- I. Borrower must deliver to **Wells Fargo Home Mortgage** a properly signed modification Agreement without alteration by **JANUARY 2, 2021**. 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, if applicable, **Wells Fargo Home Mortgage** may deny or cancel this Agreement. If the Borrower returns a properly signed Agreement by said date, payments pursuant to the loan modification Agreement are due as outlined in this modification Agreement. **Wells Fargo Home Mortgage** may deny or cancel this loan modification Agreement if Borrower fails to make the first payment due pursuant to this loan modification Agreement.

**All Borrowers are required to sign and date this Agreement in blue or black ink only as the Borrowers' name appears below. If signed using any other color or method, the document will not be accepted and another copy of the Agreement will be sent to the Borrower to be signed.**

**By signing below, all Borrowers certify they have read this Agreement in its entirety, that all Borrowers know and understand the meaning and intent of this Agreement and that all Borrowers enter into this Agreement knowingly and voluntarily. By signing below, all Borrowers agree to all terms and conditions described on every page of this Agreement.**



In Witness Whereof, I have executed this Agreement.

[Signature]  
Borrower: RUSSELL LEE PETROSKY

1-7-2021  
Date

[Signature]  
Borrower: SHAMRA PETROSKY

1/7/2021  
Date

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

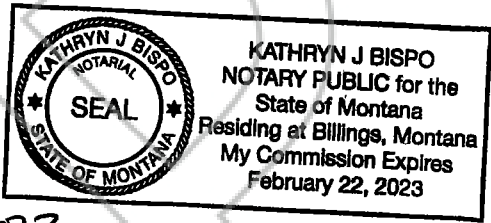
**BORROWER ACKNOWLEDGMENT**

STATE OF Montana  
COUNTY OF Yellowstone

This instrument was acknowledged before me on January 7, 2021 by  
RUSSELL LEE PETROSKY, SHAMRA PETROSKY (name(s) of person(s)).

[Signature]  
Notary Public

Printed Name: Kathryn J Bispo



(Seal)  
My commission expires: February 22, 2023



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

Eyerusalem Brohanu Menna  
By: (print name) Vice President Loan Documentation  
(title)

[Signature] 2.22.2021  
(sign) Date

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

**LENDER ACKNOWLEDGMENT**

STATE OF Minnesota

COUNTY OF Ramsey

**FEB 22 2021**

This instrument was acknowledged before me \_\_\_\_\_ (date) by Eyerusalem Brohanu Menna (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).

[Signature]  
Notary Public



Printed Name: HARLIE KAY ANDERSON

My Commission Expires:  
**JAN 31 2023**



**EXHIBIT A**

**BORROWER(S): RUSSELL LEE PETROSKY MARRIED, SHAMRA PETROSKY MARRIED**

**LOAN NUMBER: (scan barcode)**

**LEGAL DESCRIPTION:**

**THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF NEVADA,  
COUNTY OF DOUGLAS, AND DESCRIBED AS FOLLOWS:**

**LOT 12, IN BLOCK B, AS SET FORTH ON FINAL SUBDIVISION MAP LDA 01-047, A PLANNED  
UNIT DEVELOPMENT FOR ARBOR GARDENS, PHASE 1, FILED FOR RECORD IN THE  
OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON  
OCTOBER 18, 2002, IN BOOK 1002, PAGE 8115, AS DOCUMENT NO. 555262, AND BY  
CERTIFICATE OF AMENDMENT RECORDED FEBRUARY 20, 2003, IN BOOK 0203, AT PAGE  
7818, AS DOCUMENT NO. 567590 AND BY CERTIFICATE OF  
AMENDMENT RECORDED SEPTEMBER 28, 2004, IN BOOK 0904, PAGE 11209, AS DOCUMENT  
NO. 625221.**

**ALSO KNOWN AS: 1402 HONEY LOCUST AVE, GARDNERVILLE, NEVADA 89410**

