

APN No.: 1420-34-410-010

**After Recording Return To:**  
RUTH RUHL, P.C.  
Attn: Recording Department  
12700 Park Central Drive, Suite 850  
Dallas, Texas 75251

**Prepared By:**  
RUTH RUHL, P.C.  
12700 Park Central Drive, Suite 850  
Dallas, Texas 75251

\_\_\_\_\_ [Space Above This Line For Recording Data] \_\_\_\_\_  
CENLAR, FSB  
Loan No.: 0057732232

**LOAN MODIFICATION AGREEMENT**  
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 27th day of October, 2020, between DAVID B SINGER and WENDY S SINGER, HUSBAND AND WIFE ("Borrower/Grantor") and Ally Bank, whose address is 425 Phillips Blvd, Ewing, New Jersey 08618

("Lender/Grantee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Timely Payment Rewards Rider, if any, in the original loan amount of U.S. \$109,700.00 and dated May 6th, 2006, recorded June 5th, 2006, and recorded in Book/Liber 606, Page 1176, Instrument No. 0676560, of the Official Records of DOUGLAS County, Nevada, and further assigned to Lender and recorded on N/A, in Book N/A, Page N/A, Instrument No. N/A

(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 2634 KAYNE AVE, MINDEN, Nevada 89423

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the real property described being set forth as follows:  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.  
SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

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

1. As of November 1st, 2020, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 86,301.04, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.000%, from November 1st, 2020. Borrower promises to make monthly payments of principal and interest of U.S. \$ 308.94, beginning on the 1st day of December, 2020, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on November 1st, 2060, Borrower still owes amounts under this modification agreement, Borrower will pay these amounts in full on that date, which is called the ("Maturity Date"). The Borrower will make such payments at:

CENLAR, FSB  
425 Phillips Blvd.  
Ewing, NJ 08618

3. 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.

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4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the 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 specified date 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

(b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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.

5. Borrower understands and agrees that:

(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.

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11/4/2020  
Date

David B. Singer (Seal)  
DAVID B SINGER -Borrower

11-4-2020  
Date

Wendy S Singer (Seal)  
WENDY S SINGER -Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
-Borrower

**BORROWER ACKNOWLEDGMENT**

State of NEVADA §  
County of DOUGLAS §

The foregoing instrument was acknowledged before me KEILY SMITH ON NOVEMBER 4, 2020.  
[date], by DAVID B SINGER and WENDY S SINGER  
[name of person acknowledged].

(Seal)



Keily Smith

Notary Signature  
Printed/Typed Name KEILY SMITH  
Notary Public, State of NEVADA  
My Commission Expires: 9/27/2024

Loan No.: 0057732232

Ally Bank \_\_\_\_\_  
-Lender

4-6-21  
-Date

By: Felice Jones  
Felice Jones  
Vice President Document Execution

Its: \_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

State of New Jersey  
County of Atlantic

The foregoing instrument was acknowledged before me this April 6, 2021  
[date], by Felice Jones, V.P. Document Execution  
[name of officer or agent, title of officer or agent] of Ally Bank

, on behalf of said entity.

(Seal) ANABEL HOFFMAN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires May 7, 2024  
ID# 50104268

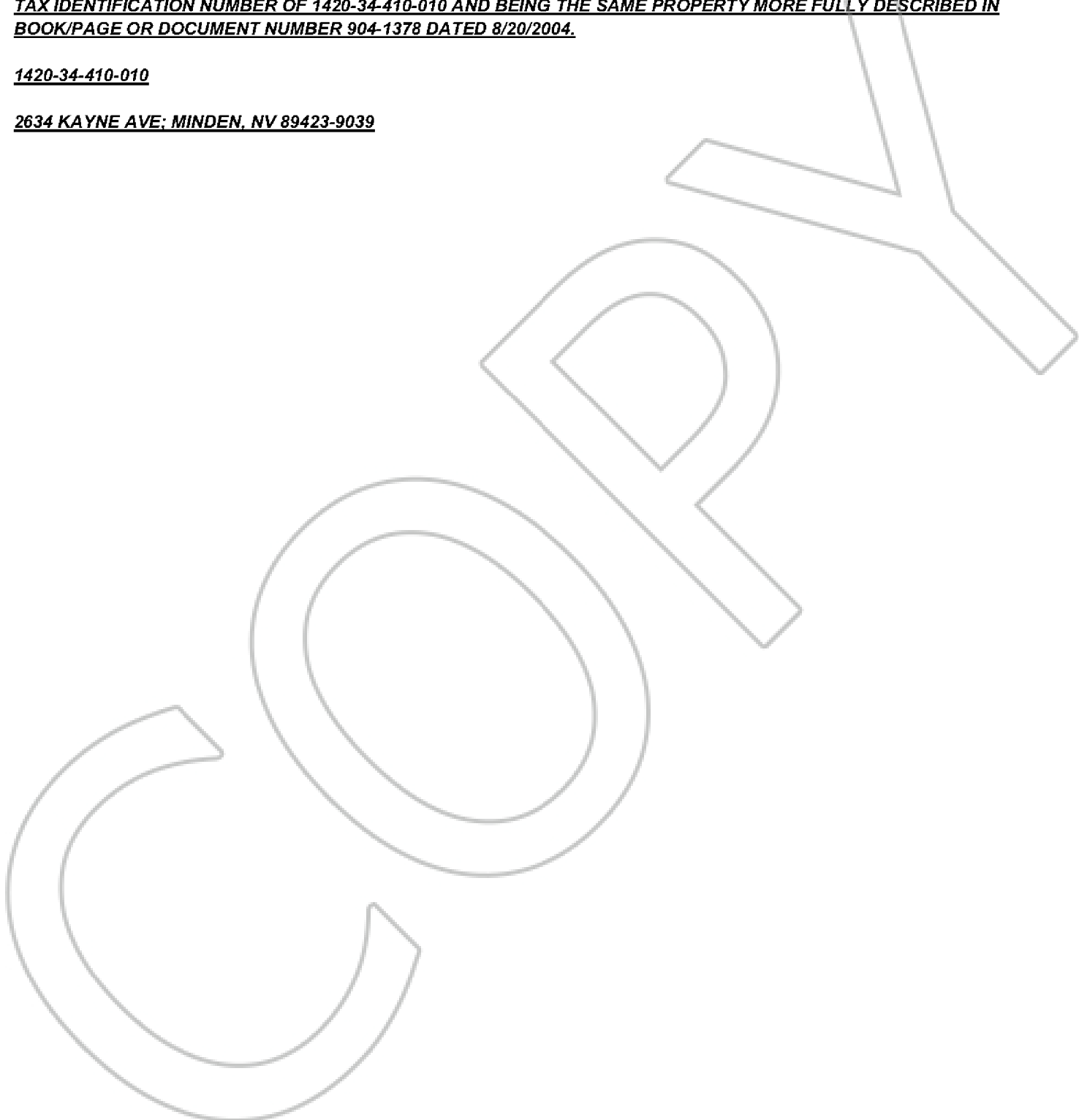
Anabel Hoffman  
Notary Signature  
Typed/Printed Name Anabel Hoffman  
Notary Public, State of New Jersey  
My Commission Expires: 5/7/24

**Exhibit A (Legal Description)**

**A PARCEL OF LAND SITUATED IN THE STATE OF NEVADA, COUNTY OF DOUGLAS, WITH A STREET LOCATION ADDRESS OF 2634 KAYNE AVE; MINDEN, NV 89423-9039 CURRENTLY OWNED BY DAVID B SINGER AND WENDY S SINGER HAVING A TAX IDENTIFICATION NUMBER OF 1420-34-410-010 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED IN BOOK/PAGE OR DOCUMENT NUMBER 904-1378 DATED 8/20/2004.**

**1420-34-410-010**

**2634 KAYNE AVE; MINDEN, NV 89423-9039**



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EXHIBIT B

**LOAN MODIFICATION AGREEMENT  
BANKRUPTCY DISCLOSURE ADDENDUM**

THIS LOAN MODIFICATION AGREEMENT BANKRUPTCY DISCLOSURE ADDENDUM is made this 27th day of October, 2020, and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date, given by the undersigned (the "Borrower") which modifies Borrower's Note and Security Instrument to Ally Bank

(the "Lender")

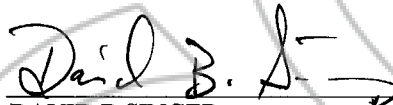
and covers the Property located at:

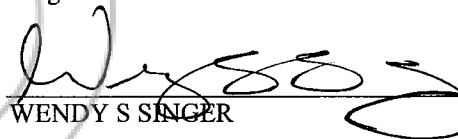
2634 KAYNE AVE, MINDEN, Nevada 89423  
*[Property Address]*

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

1. **Borrower has filed for a Chapter 13 bankruptcy and, Lender's final approval of the Loan Modification Agreement is contingent upon approval of the Loan Modification Agreement by the bankruptcy court, if required.**
2. **AFTER** execution of the Loan Modification Agreement, the bankruptcy court may award the Borrower a Chapter 13 bankruptcy discharge upon completion of the Chapter 13 plan payments.
3. Borrower understands and acknowledges that Borrower has had an opportunity to consult an attorney of Borrower's own choosing before Borrower executed the Loan Modification Agreement and this Loan Modification Agreement Bankruptcy Disclosure Addendum, and Borrower has either consulted with an attorney or has declined the opportunity to consult with an attorney.

Except as otherwise specifically provided in this Loan Modification Agreement Bankruptcy Disclosure Addendum, the terms of the Loan Modification Agreement will remain unchanged and in full effect.

  
\_\_\_\_\_  
DAVID B SINGER -Borrower

  
\_\_\_\_\_  
WENDY S SINGER -Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

Loan No.: 0057732232

Ally Bank

-Lender

11-20-2020

-Date

By: Felice Jones

Felice Jones

Its: Vice President Document Execution

Vice President Document Execution