

PARCEL NUMBER: 1220-26-210-046

DOUGLAS COUNTY, NV

**2021-967604**

Rec:\$40.00

\$40.00 Pgs=7

05/18/2021 08:13 AM

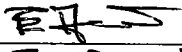
FATICO-DTO

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.

Signed

Print Name:

  
Ed Donic

**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

0440272433



**836 BLUEROCK RD, GARDNERVILLE, NEVADA 89460**  
(Property Address)

the real property described is located in **DOUGLAS COUNTY, NEVADA** and being set forth as follows:

**SEE EXHIBIT "A" 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, **APRIL 1, 2021** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$219,724.56**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. **\$6,039.30**. **This Unpaid Principal Balance has been reduced by the HUD Partial Claim amount of \$0.00.**
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 **3.2500%**, from **APRIL 1, 2021**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,063.89**, beginning on the **1ST** day of **MAY, 2021**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JULY 1, 2046** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The 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 the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified 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; and
  - (b) all terms and provisions of any adjustable rate rider, 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. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.**

6. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary 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.

**COOPER**

In Witness Whereof, I have executed this Agreement.

Jolene A. Patrick  
Borrower: JOLENE A. PATRICK

3/27/2021  
Date

James B. Patrick III  
Borrower: JAMES B. PATRICK III

03/27/2021  
Date

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

**BORROWER ACKNOWLEDGMENT**

STATE OF NEVADA  
COUNTY OF Douglas

This instrument was acknowledged before me on 27<sup>th</sup> March 2021 by JOLENE A. PATRICK, JAMES B. PATRICK III (name(s) of person(s)).

Foster Kenton III  
Notary Public

Printed Name: Foster Kenton III

(Seal)  
My commission expires: 11-23-2024



In Witness Whereof, the Lender has executed this Agreement.

LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA

By [Signature]  
Dawn Berry (print name)  
Bank Officer (title)

3/31/2021  
Date

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

**LENDER ACKNOWLEDGMENT**


STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization. this 31 day of MARCH, 2021 (year), by Dawn Berry (name of person) as Bank Officer (type of authority,....e.g. officer, trustee, attorney in fact) for LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA (name of party on behalf of whom instrument was executed).

[Signature]  
(Signature of Notary Public - State of Florida)

Candice Chever  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification  
Type of Identification Produced \_\_\_\_\_

 Candice Chever  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG092736  
Expires 4/10/2021



**EXHIBIT A**

**BORROWER(S): JOLENE A. PATRICK AND JAMES B. PATRICK, III, WIFE AND HUSBAND AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

**LOAN NUMBER: 0440272433**

**LEGAL DESCRIPTION:**

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

**LOT 12, AS SHOWN ON THE MAP OF GARDNERVILLE RANCHES UNIT NO.6, FILED FOR RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON MAY 29, 1973, AS FILE NO.66512**

**ALSO KNOWN AS: 836 BLUEROCK RD, GARDNERVILLE, NEVADA 89460**