

DOUGLAS COUNTY, NV

2021-976879

Rec:\$40.00

\$40.00

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11/12/2021 08:41 AM

FATICO-DTO

KAREN ELLISON, RECORDER

PARCEL NUMBER: **1220-24-101-017**

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:

**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

 0505132705

This Document Prepared By:
CAMRON SPIVEY
FLAGSTAR BANK, FSB
FAY 1601 LBJ FREEWAY
SUITE 150 FARMERS BRANCH, TX 75234
800-393-4887

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

Tax/Parcel #: 1220-24-101-017

_____ [Space Above This Line for Recording Data] _____

Original Principal Amount: \$390,500.00

FHA/VA/RHS Case No.:043

Unpaid Principal Amount: \$453,672.80

434361563693

New Principal Amount: \$480,754.07

Loan No: 0505132705

New Money (Cap): \$27,081.27

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement (“Agreement”), made this **27TH** day of **OCTOBER, 2021**, between **JASON CALL AND WENDY CALL, HUSBAND AND WIFE** (“Borrower”), whose address is **757 PINTO CIRCLE, GARDNERVILLE,**

NEVADA 89410 and FLAGSTAR BANK, FSB ("Lender"), whose address is **FAY 1601 LBJ FREEWAY, SUITE 150 FARMERS BRANCH, TX 75234**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **MARCH 16, 2018** and recorded on **MARCH 22, 2018** in **INSTRUMENT NO. 2018-911878**, 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

757 PINTO CIRCLE, GARDNERVILLE, NEVADA 89410
(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, **NOVEMBER 1, 2021** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$480,754.07**, 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. **\$27,081.27**.
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 **NOVEMBER 1, 2021**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$2,092.27**, beginning on the **1ST** day of **DECEMBER, 2021**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **NOVEMBER 1, 2051** (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.

In Witness Whereof, I have executed this Agreement.

Jason Call
Borrower: **JASON CALL**

11/5/21
Date

Wendy Call
Borrower: **WENDY CALL** *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

11/5/21
Date

[Space Below This Line for Acknowledgments]

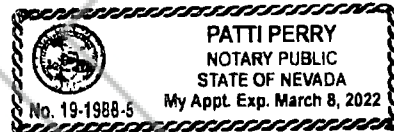
BORROWER ACKNOWLEDGMENT

STATE OF NEVADA
COUNTY OF Douglas

This instrument was acknowledged before me on
Nov. 05, 2021 by JASON CALL, WENDY CALL (name(s) of person(s)).

Patti Perry
Notary Public

Printed Name: PATTI PERRY



(Seal)
My commission expires: 03/08/2022

In Witness Whereof, the Lender has executed this Agreement.

FLAGSTAR BANK, FSB

By *[Signature]* Zachariah Scales Vice President 11/10/21
(print name) (title) Date

_____ [Space Below This Line for Acknowledgments] _____

LENDER ACKNOWLEDGMENT

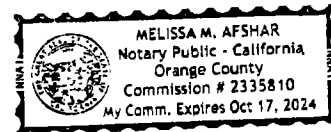
STATE OF California
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 11/10/2021
by Zachariah Scales, the N.P. of
FLAGSTAR BANK, FSB, a company, on behalf of said company.

_____ This document was notarized using a remote notarization electronic platform pursuant to MCL 55.286b.

[Signature]
Notary Public

Printed Name: Melissa M. Afshar
My commission expires: 10/17/2024



Drafted By:
FLAGSTAR BANK, FSB
FAY 1601 LBJ FREEWAY
SUITE 150 FARMERS BRANCH, TX 75234

EXHIBIT A

BORROWER(S): JASON CALL AND WENDY CALL, HUSBAND AND WIFE

LOAN NUMBER: 0505132705

LEGAL DESCRIPTION:

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

A PARCEL OF LAND SITUATED IN AND BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 13 NORTH, RANGE 20 EAST, M. D. B. AND M., AS FURTHER BEING A PORTION OF LOT 22, AS SHOWN ON THE OFFICIAL MAP OF RUHENSTROTH RANCHOS SUBDIVISION, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER ON APRIL 14, 1965, AS DOCUMENT NO. 27706, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

PARCEL 22-2, AS SET FORTH ON THAT CERTAIN PARCEL MAP FOR JACOB D. RYMEL, ET UX, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER ON NOVEMBER 27, 1978, IN BOOK 1178, PAGE 1502, DOCUMENT NO. 27644, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

ALSO KNOWN AS: 757 PINTO CIRCLE, GARDNERVILLE, NEVADA 89410