

DOUGLAS COUNTY, NV

2022-987228

Rec:\$40.00

\$40.00

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07/13/2022 03:53 PM

STEWART TITLE COMPANY - NV

KAREN ELLISON, RECORDER

<b>A.P.N. No.:</b>	1022-16-001-069
<b>File No.:</b>	1546783 AMG
<b>Recording Requested By:</b>	
Stewart Title Company	
<b>When Recorded Mail To:</b>	
On Q Financial	
Attn Final Document Department	
615 S River Dr STE 170	
Tempe AZ 85281	

(for recorders use only)

### Loan Modification Agreement


#### Please complete Affirmation Statement below:

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law: \_\_\_\_\_

(State specific law)

  
 \_\_\_\_\_  
 Signature

Escrow Assistant  
 \_\_\_\_\_  
 Title

A Claypool  
Print Signature

This page added to provide additional information required by NRS 111.312 Sections 1 - 2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

When recorded, return to:  
On Q Financial, Inc.  
Attn: Final Document Department  
615 S. River Drive, Suite 170  
Tempe, AZ 85281  
Loan Number: 100720137001  
MERS Number: 100418500021867281

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

This Loan Modification Agreement ("Agreement"), made June 16, 2022, between JOSHUA LUNDQUIST AND KIMBERLY A MILLER-LUNDQUIST, HUSBAND AND WIFE, AND PHYLLIS CERVANTES, AN UNMARRIED WOMAN ("Borrower") and On Q Financial, Inc. ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS") [{"Mortgagee"}] [{"Beneficiary"}], amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated 04/16/2021 and e-Recorded as record # 2021-966325, on 04/27/2021, of the \_\_\_\_\_ Register of Deeds \_\_\_\_\_ Records of \_\_\_\_\_

Douglas County, NV \_\_\_\_\_ and (2) the Note, bearing the same date as, and secured by, the \_\_\_\_\_  
(County and State, or other Jurisdiction)  
Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

3780 Granite Way, Wellington, NV 89444

(Property Address)

the real property described being set forth as follows: See legal description attached hereto and made a part hereof as "Exhibit A"

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 06/16/2022, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$273,946.00 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 4.750%, from 06/01/2022. Borrower

promises to make monthly payments of principal and interest of U.S. \$1,429.03, beginning on 07/01/2022 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.750 % will remain in effect until principal and interest are paid in full. If on 06/01/2052 (the "Maturity Date"), 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 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.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, 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 Security Instrument; however, the following terms and provisions are forever canceled, 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. 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.

(f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

(g) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is the Nominee for Lender and Lender's successors and assigns and is acting solely for Lender. MERS is organized and existing under the laws of Delaware, and has an address of P.O. Box 2026, Flint, MI 48501-2026, and a street address of 1901 Voorhees Street, Suite C, Danville, IL 61834. The MERS telephone number is (888)679-MERS.

Joshua Lundquist (Seal)  
JOSHUA LUNDQUIST - Borrower

Kimberly A. Miller-Lundquist (Seal)  
KIMBERLY A MILLER-LUNDQUIST - Borrower

Phyllis Cervantes (Seal)  
PHYLLIS CERVANTES - Borrower

On Q Financial, Inc. (seal)

On Q Financial, Inc. - Lender

By: Tara Taylor  
Typed/Printed Name: Tara Taylor  
Title: VP

Date of Lender's Signature 07/11/2022

Mortgage Electronic Registration Systems, Inc.  
as nominee for Lender, its successor and assigns

By: Tara Taylor  
Typed/Printed Name: Tara Taylor  
Title: VP

Date 07/11/2022

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# NOTARY ACKNOWLEDGEMENT

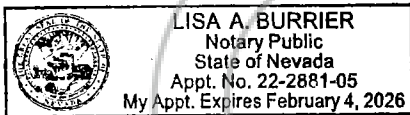
State of Nevada

County of Douglas

This instrument was acknowledged before me this 7 day of July  
(month), 2022 (year), by JOSHUA LUNDQUIST, KIMBERLY A MILLER-LUNDQUIST, AND PHYLLIS CERVANTES  
(Name of Signer Typed, Stamped or Printed)

       Personally Known  
X Produced Identification

Type and # of ID ND  
(Seal)



[Signature]  
(Signature Notary)

LISA A BURRIER

(Name of Notary Typed, Stamped or Printed)

Notary Public, State of NEVADA

## Document Description

This certificate is attached to page 3 of a Loan Modification Agreement (title  
or type of document), dated 06/16/2022, consisting of 7 pages.

# NOTARY ACKNOWLEDGEMENT

State of Arizona

County of Maricopa

This instrument was acknowledged before me this 11 day of July  
(month), 2022 (year), by Tara Taylor (name of signer).

Personally Known

Produced Identification

Type and # of ID \_\_\_\_\_

(Seal)



Maeghan K  
(Signature Notary)  
Maeghan April Kinnan

(Name of Notary Typed, Stamped or Printed)

Notary Public, State of Arizona

## Document Description

This certificate is attached to page 3 of a Loan Modification Agreement (title  
or type of document), dated 06/16/2022, consisting of 7 pages.

**EXHIBIT "A"**

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

**Lot 23, in Block E, as shown on the map of TOPAZ RANCH ESTATES UNIT  
NO. 4, filed in the office of the County Recorder of Douglas County, State of  
Nevada, on November 16, 1970, in Book 1 of Maps, Page 224, as Document No.  
50212.**

**Assessor's Parcel Number(s):  
1022-16-001-069**

