

APN: 1220-28-510-053

When Recorded Return To:

Loan Modification Solutions

3220 El Camino Real

Irvine, CA 92602

(800) 323-0165

MODIFICATION AGREEMENT

Handwritten notes: 2205 SEP 10 43 - 2021

- I, the undersigned, hereby affirm that this document 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 this document submitted for recording does contain the social security number of a person or persons as required by law:

(state specific law)

[Handwritten Signature]

 Signature of:

Assistant Vice President

_____ Title

Signed in Counter-Part

This page is added to provide additional information required by NRS 111.312 Sections 1-2. This cover page must be typed or printed. Additional recording fee applies.



Assessor's Parcel No.: 1220-28-510-053

Recording Requested by:

SELENE FINANCE LP, as attorney in fact for U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust

When Recorded Mail To:

ServiceLink

Attn: Loan Modification Solutions

3220 El Camino Real

Irvine, CA 92602

This document prepared by:

Selene Finance LP
Camron Spivey

3501 Olympus Blvd, Suite 500

Dallas, TX 75019

Mail Tax Statement To:

NEIL S. BUGELY

1367 RANCHO RD

GARDNERVILLE, NV 89460

[Space Above This Line For Recording Data]

38696

Investor Loan No: 1851291

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **16th** day of **February, 2023**, between **NEIL S. BUGELY, MARRIED AND LAURIE D. BUGELY, MARRIED, HUSBAND AND WIFE** ("Borrower") and **SELENE FINANCE LP, as attorney in fact for U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **June 23, 2005**, in the amount of **\$224,000.00** and recorded on **July 6, 2005** in Book, Volume, or Liber No. **0705**, at Page **1779** (or as Instrument No. **0648729**), of the **Official** (Name of Records) Records of **DOUGLAS, NEVADA** (County and State, or other jurisdiction) 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

1367 RANCHO ROAD, GARDNERVILLE, NV 89460

(Property Address)



the real property described 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 **March 1, 2023**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$317,524.92**, 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 **5.500%**, from **March 1, 2023**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,709.21**, beginning on the **1st** day of **April, 2023**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.500%** will remain in effect until principal and interest are paid in full. If on **December 1, 2057** (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.

By checking this box, Borrower also consents to being contacted by text messaging .



6. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.

[Signature]
Borrower - NEIL S. BUGELY

Date: 02/24/2023

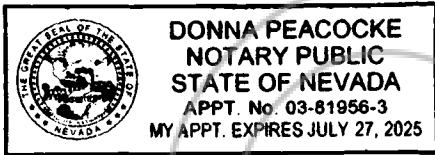
[Signature]
Borrower - LAURIE D. BUGELY

Date: 02/24/2023

ACKNOWLEDGMENT

State of Nevada §
County of Douglas §

The foregoing instrument was acknowledged before me on 02-24-2023 by NEIL S. BUGELY AND LAURIE D. BUGELY.



(Seal)

[Signature]
Signature of Person Taking Acknowledgment
Donna Peacocke
Printed Name
Notary Public
Title or Rank
Serial Number, if any: 03-81956-3
My Commission Expires: 07/27/2025



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
SELENE FINANCE LP, as attorney in fact for U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust

By: *Tonya Higginbotham* MAR 03 2023
Tonya Higginbotham -Lender Date of Lender's Signature
Assistant Vice President

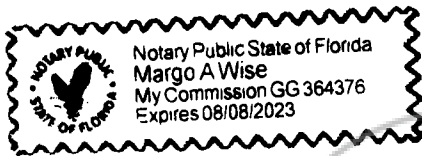
ACKNOWLEDGMENT

State of Florida

§
§
§

County of Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this MAR 03 2023 by Tonya Higginbotham, Assistant Vice President of SELENE FINANCE LP, as attorney in fact for U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust, a Delaware limited partnership, on behalf of the limited partnership. He/she is personally known to me or who has produced D/A as identification.



Margo A Wise
Signature of Person Taking Acknowledgment

Margo A Wise
Name Typed, Printed or Stamped

Notary
Title or Rank

Serial Number, if any: _____

My Commission Expires: _____

(Seal)



EXHIBIT A

BORROWER(S): NEIL S. BUGELY, MARRIED AND LAURIE D. BUGELY, MARRIED, HUSBAND AND WIFE

LOAN NUMBER: 2005005980

LEGAL DESCRIPTION:

STATE OF NEVADA, COUNTY OF DOUGLAS, AND DESCRIBED AS FOLLOWS:

THE FOLLOWING DESCRIBED REAL PROPERTY SITUATE IN THE CITY OF GARDNERVILLE, COUNTY OF DOUGLAS, AND STATE OF NEVADA, TO WIT: ALL THAT REAL PROPERTY IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BEING ASSESSOR'S PARCEL NUMBER 29-335-04, SPECIFICALLY DESCRIBED AS: LOT 1089, AS SHOWN ON THE MAP OF GARDNERVILLE RANCHOS UNIT NO. 7, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA. TAX ID #: 1220-28-510-053 BY FEE SIMPLE DEED FROM KEUPER KUSTOM HOMES, INC., A NEVADA CORPORATION AS SET FORTH IN DEED BOOK 692, PAGE 1905 AND RECORDED ON 6/10/1992, DOUGLAS COUNTY RECORDS. THE SOURCE DEED AS STATED ABOVE IS THE LAST RECORD OF VESTING FILED FOR THIS PROPERTY. THERE HAVE BEEN NO VESTING CHANGES SINCE THE DATE OF THE ABOVE REFERENCED SOURCE.

Assessor's Parcel No.: 1220-28-510-053

ALSO KNOWN AS: 1367 RANCHO ROAD, GARDNERVILLE, NV 89460



Loan No. **2005005980**

Borrowers ("Borrower"): **NEIL S. BUGELY, MARRIED AND LAURIE D. BUGELY, MARRIED, HUSBAND AND WIFE**

LOAN MODIFICATION AGREEMENT RIDER

THIS LOAN MODIFICATION AGREEMENT RIDER is made this **16th** day of, **February, 2023**, by and between the undersigned borrower (the "Borrower") and **SELENE FINANCE LP, as attorney in fact for U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust**, (the "Lender") and is incorporated into and shall be deemed to amend and supplement that certain LOAN MODIFICATION AGREEMENT (the "Agreement") of the same date executed by the Borrower and Lender as of the date above.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Agreement, Borrower and Lender further covenant and agree as follows:

1. Escrow Items

Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked. Borrower is hereby advised that beginning on the monthly payment due date set forth above, the amount of Escrow Items will be included with Borrower's monthly payment of principal and interest.


2. Interest Accrual Change.

Depending on the terms of your original note, interest may have accrued on a daily basis. According to the terms of your loan modification, interest will now accrue on an amortizing basis.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this LOAN MODIFICATION AGREEMENT RIDER.



NEIL S. BUGELY (Seal)
-Borrower



LAURIE D. BUGELY (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

