

Official Record

Recording requested By  
EPIC SUPPORT SERVICES

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$47.00

Page 1 of 9

RPTT:

Recorded By: DP

Book- 244 Page- 0052



I hereby affirm that this document submitted for recording does not contain a Social Security number.

K Gastelum  
Signature

Kate Gastelum, Mortgage Closer  
Printed name & title

APN# 013-170-30

Recording Requested By:

Name: Taylor, Bean & Whitaker Mortgage Corp.  
Address: 1417 North Magnolia Ave  
City/State/Zip: Ocala, FL 34475

If legal description is a metes and bounds description, furnish the following information:

Legal Description obtained from Deed (type of document), Book 49, Page 513, Document Number 093584, recorded 3-27-1990 (date) in the Lincoln County Recorder office.

If Surveyor, please provide name and address.

Return to:  
Epic Support Services  
7845 12th Avenue S.  
Bloomington, MN 55425  
Ph: 952-854-9500

This page added to provide additional information required by NRS 111.312 Sections 1-4. (Additional recording fee applies.)

**This cover page must be typed.**



0132526

Book 244  
Page 53

08/25/2008  
Page 2 of 8

[Space Above This Line For Recording Data]

# LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

MIN: 100029500021200344

Loan Number: 2120034

This Loan Modification Agreement ("Agreement"), made this **11th** day of **July 2008**,  
between **Dale Wallis** and **Sharla Wallis**

("Borrower"),

**Taylor, Bean & Whitaker Mortgage Corp.**

("Lender"), and Mortgage Electronic Registration Systems, Inc. ("Mortgagee"), amends and supplements  
(1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards  
Rider, if any, dated **December 18, 2007** and recorded in Book or Liber , at page(s)  
, and / or Instrument Number **0131454** , of the Public Records of

**Lincoln NV**

(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 **2 James Street, Callente, NV 89008**

[Property Address]

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument

Form 3179 1/01 (rev. 6/06)

MERS  
ITEM 7134L1 (0703)

GreatDocs™  
(Page 1 of 4)



\*0742062120034\*

7134\_20080415.100000



Loan Number: 2120034

the real property described being set forth as follows:  
**See Attached 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 **July 11, 2008**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$ 200,000.00**, 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 **6.3750%**, from **July 11, 2008**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,297.65**, beginning on the **1st** day of **September 2008**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **6.3750%** will remain in effect until principal and interest are paid in full. If on **August 01, 2038** (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:


Loan Number: 2120034

- (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) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
  - (d) 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.
  - (e) 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.
  - (f) 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.

Loan Number: 2120034

By signing this Agreement, Borrower acknowledges receipt of pages 1 through 4 of this Agreement.

Taylor, Bean & Whitaker Mortgage Corp. \_\_\_\_\_ (Seal)  
-Lender

By:   
Kimberly A Porter  
Director Retail Ops

Dale Wallis \_\_\_\_\_ (Seal)  
-Borrower

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

Sharla Wallis \_\_\_\_\_ (Seal)  
-Borrower

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

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

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

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



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Loan Number: 2120034

By signing this Agreement, Borrower acknowledges receipt of pages 1 through 4 of this Agreement.

Taylor, Bean & Whitaker Mortgage Corp. (Seal)  
-Lender

By: Kimberly A Porter  
Director Retail Ops

Dale Wallis (Seal) (Seal)  
Dale Wallis -Borrower -Borrower

Sharla Wallis (Seal) (Seal)  
Sharla Wallis -Borrower -Borrower

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

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

07/11/2008

Loan Number 2120034

State of NV  
County of Lincoln

On this day personally appeared before me  
**Dale Wallis** and **Sharla Wallis**  
To me known to be the individual(s) described in and who executed the within and foregoing instrument,  
and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for  
the uses and purposes therein mentioned.

Given under my hand and official seal this instrument was acknowledged before me  
this 11th day of July 2008

My Commission expires:

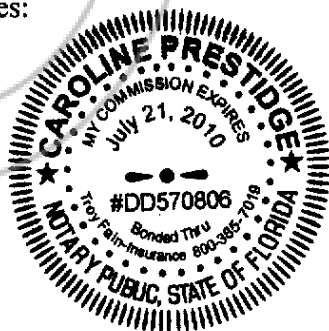
\_\_\_\_\_  
Notary Public:

State of ~~NV~~ Florida  
County of ~~Lincoln~~ Citrus

Before me, the undersigned, a Notary Public in and for the said County and State, personally appeared  
Kimberly A Porter, to me known, who, being duly sworn by me, did say that  
she is the, Director Retail Ops of the corporation named herein which executed the within  
instrument, that the seal affixed to said instrument is the corporate seal of said corporation; and said  
instrument was signed and sealed on behalf of said corporation pursuant to its by-laws or a resolutions of  
its Board of Directors and that he acknowledges said instrument to be free act and deed of said  
corporation.

Given under my hand and official seal this instrument was acknowledged before me  
this 11th day of July 2008

My Commission expires:



[Signature]  
Notary Public:



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07/11/2008

Loan Number 2120034

State of NV

County of Lincoln

On this day personally appeared before me

**Dale Wallis and Sharla Wallis**

To me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this instrument was acknowledged before me this 11th day of July 2008

My Commission expires: 3-26-2012



*Emily Jones*  
Notary Public:

State of ~~NV~~ Florida

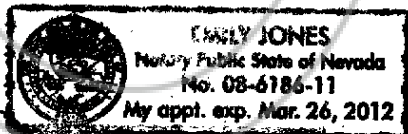
County of ~~Lincoln~~ Citrus

Before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Kimberly A Porter

to me known, who, being duly sworn by me, did say that she is the, Director Retail Ops of the corporation named herein which executed the within instrument, that the seal affixed to said instrument is the corporate seal of said corporation; and said instrument was signed and sealed on behalf of said corporation pursuant to its by-laws or a resolutions of its Board of Directors and that he acknowledges said instrument to be free act and deed of said corporation.

Given under my hand and official seal this instrument was acknowledged before me this 11th day of July 2008

My Commission expires: 3-26-2012



*Emily Jones*  
Notary Public:

C0161L0





**Schedule "A" Legal Description**

THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 67 EAST EXCEPTING THEREFROM THE WESTERLY 50 FEET FOR ROAD AND POWER EASEMENTS.

PER NRS 111.312, THE LEGAL DESCRIPTION PREVIOUSLY APPEARED IN DEED #093584, RECORDED IN BOOK 89, PAGE 513, RECORDED ON MARCH 27, 1990 IN THE LINCOLN COUNTY RECORDS, LINCOLN COUNTY, NEVADA.

THE ABOVE PROPERTY IS SITUATED IN LINCOLN COUNTY, STATE OF NEVADA.

PID # 13 170 30

ADDRESS:  
2 JAMES STREET  
CALIENTE, NV 89008

