

**DOC # 0145372**

05/07/2014

11:18 AM

**Official Record**

Recording requested By  
BLUE STREAK DOCS LLC

**Lincoln County - NV**

**Leslie Boucher - Recorder**

Fee: **\$43.00**

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RPTT:

Recorded By: AE

Book- 287 Page- 0071



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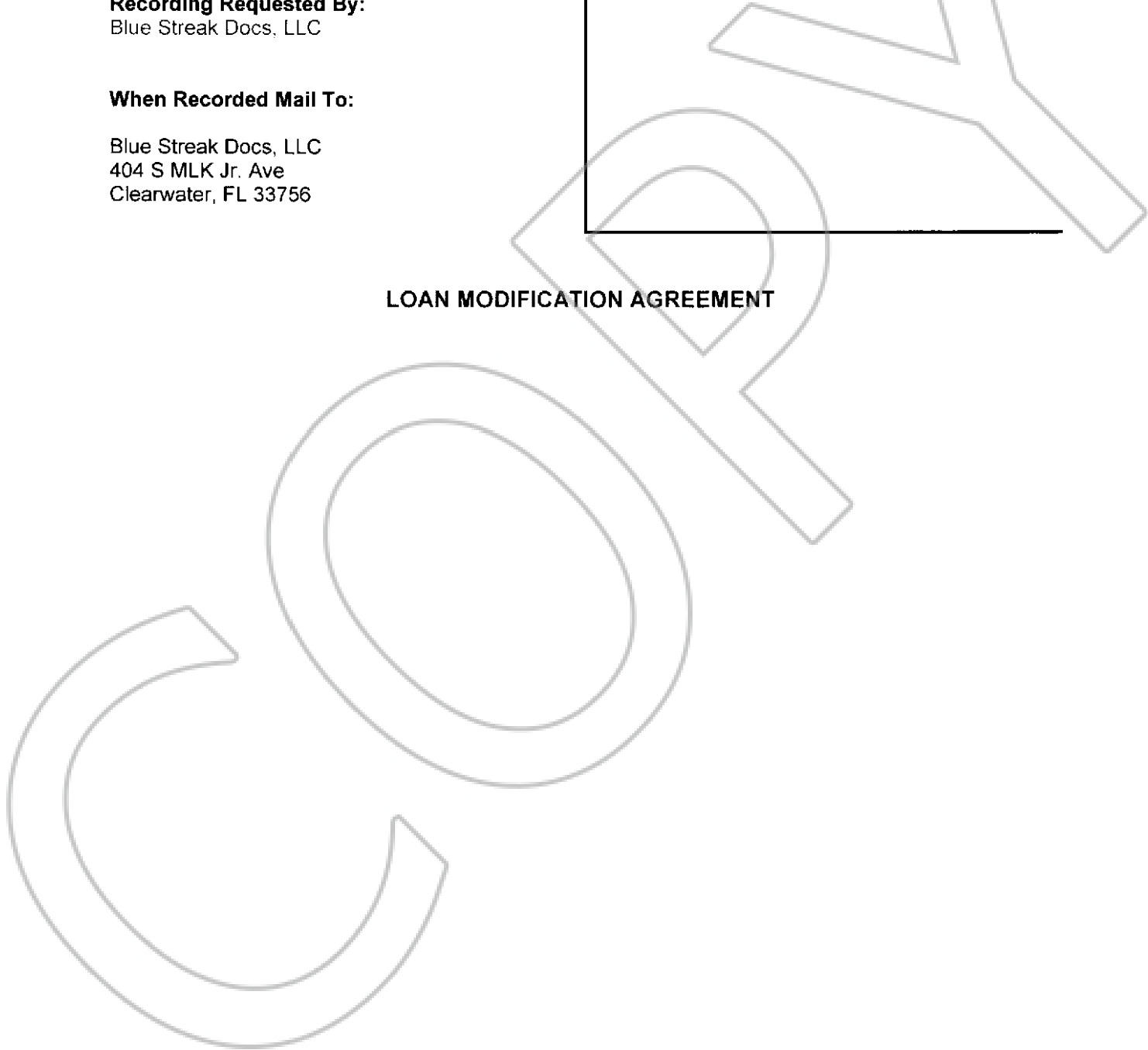
A.P.N. 013-150-07  
R.P.T.T. \$0.00

**Recording Requested By:**  
Blue Streak Docs, LLC

**When Recorded Mail To:**

Blue Streak Docs, LLC  
404 S MLK Jr. Ave  
Clearwater, FL 33756

**LOAN MODIFICATION AGREEMENT**





MPG-1303213 [Space Above This Line For Recording Data]

After recording please return to:  
**OneWest Bank, F.S.B.**  
 2900 Esperanza Crossing  
 Austin, TX 78756

Recorded at:  
 Blue Springs  
 404 S. Mill St., Suite 101  
 Clearwater, FL 34636

VA Case No. 45-45-6-272988  
 OneWest Bank Loan No. 3002974867  
 MIN: 100055400009063482  
 This is a document prepared by:  
 Cristina Badura /OneWest Bank

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS  
 ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND  
 ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE  
 THE SECURITY INSTRUMENT IS RECORDED

1307972

**LOAN MODIFICATION AGREEMENT**

**LARRY WIMSATT AND SHARON WIMSATT, HUSBAND AND WIFE AS COMMUNITY PROPERTY**

This Loan Modification Agreement ("Modification"), is effective 7/1/2013 between Larry Wimsatt & Sharon Wimsatt, ("Borrower") and **IndyMac Mortgage Services, A Division of OneWest Bank, F.S.B. ("Indymac")** ("Lender"), and amends and supplements (1) the Note (the "Note") made by the borrower in the original principal sum of U.S. \$173,027.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated 1/11/2008 and recorded on 1/18/2008 as Document or Instrument Number 0130907 or in book or liber 238, at page(s) 701, of the official records of Lincoln, Nevada [County and State or other jurisdiction]. The Security Instrument, which was entered into as security for the performance of the Note, which encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at: 1000 Skyline, Caliente, NV 89008

The real property is described as follows: SEE EXHIBIT "A"  
 Assessor's Parcel No. 013-150-07

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and the Lender agree to modify the terms of the Note and Security Instrument as follows (notwithstanding anything on the contrary contained in the Note and Security Instrument):

1. The Borrower represents that the Borrower is the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums, and other expenses necessary to protect or enforce it's interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$14,374.38, have been added to the indebtedness under the terms of the Note and Security Instrument. As of 7/17/2013, the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$178,853.00.
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at a yearly rate of 3.8750% beginning 7/1/2013. The Borrower promises to make monthly payments of principal and interest of U.S. \$841.03, beginning 8/1/2013, and continuing thereafter on the same day of each succeeding month. If on



OneWest Bank No. 3002974867

- 7/1/2043 (the "Modified Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Maturity Date of 7/1/2043. The Borrower will make such payments at: OneWest Bank, P.O. Box 78826, Phoenix, AZ 85062 or at such other place as the Lender may require.
4. Except to the extent that they are modified by this Modification, the Borrower will comply with all all the covenants, agreements, and requirements of the Note and 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.
  5. Nothing in this Modification 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 spcifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full affect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.
  6. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification.  
 [Check applicable box(es)]  1-4 Family Rider - Assignment of Rents  Modification due on transfer rider
  7. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. In some cases where the loan has been regestered with MERS who has only legal title to the interest granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right: to exercise any or all of those interests, inlcuding, but no limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but no limited to, releasing and canceling the mortgage loan.
  8. This loan is not assumable without the approval of the Department of Veterans Affairs or its authorized agent.

[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument]

7.22.13  
Date

Larry Wimsatt  
Larry Wimsatt - Borrower

7/22/13  
Date

Sharon Wimsatt  
Sharon Wimsatt - CoBorrower



OneWest Bank No. 3002974867

State of Nevada  
County of Lincoln

On this 22nd day of July, 2013, before me Ms. Catherine Tennille,  
Notary Public, personally appeared Larry Wimsatt & Sharon Wimsatt  
personally known to me, or proved to me on the basis of satisfactory evidence to be the person(s)  
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on  
the instrument the person, or entity upon behalf of which the person acted, executed this instrument.

WITNESS my hand and official seal



W. Catherine Tennille  
Signature of Notary Public  
(Notary Seal)

[Attach Acknowledgment in Accordance with Laws of Jurisdiction]

Lender:  
IndyMac Mortgage Services, A Division of OneWest Bank, F.S.B.

8-6-2013  
Date

[Signature]  
Charles Barefoot, Vice President

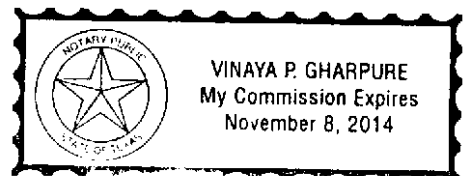
State of Texas  
County of Travis

On this 6th day of Aug., 2013, before me Vinaya P. Gharpure,  
Public, personally appeared Charles Barefoot, Vice President of IndyMac Mortgage Servicing,  
A Division of OneWest Bank, F.S.B, personally known to me, or proved to me on the basis of satisfactory evidence to  
be the person whose name is subscribed to the within instrument and acknowledged to me that she  
executed the same in her authorized capacity, and that by her signature on the instrument the person,  
or entity upon behalf of which the person acted, executed this instrument.

WITNESS my hand and official seal

[Signature]

Signature of Notary Public  
(Notary Seal)





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## EXHIBIT "A"

A Portion of Section 10, Township 3 South, Range 67 East, M.D.B. & M., more particularly described as follows:

Parcel 1 of that certain parcel map Recorded May 28, 1996 in Book A of Plats, Page 484 A-B as file No. 105257, files in the Office of the County Recorder, Lincoln County, Nevada.

