DOC # 0149248

05/03/2016

33:19 PM

Official Record

Recording requested By FIRST AMERICAN TITLE COMPANY

Lincoln County - NV Leslie Boucher - Recorder

Fee: \$43.00

Page 1 of 5 Recorded By: HB

Book- 302 Page- 0638



When Recorded/ Return To: Land Home Financial Services Inc 1355 Willow Way, Suite 250 Concord, CA 94520

195-3473823-04

[Space Above This Line For Recording Data ]

Loan# 237175 MIN: 1001138-0000237175-0 FHA Case #: 332-6181058-703 MERS Phone: 1-888-679-6377

## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 19th day of APRIL 2016 between STANLEY E. LIEDEL AND PATRICIA LIEDEL, HUSBAND AND WIFE AS JOINT TENANTS, ("borrower") Land Home Financial Services, A California Corporation ("Lender"), 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 NOVEMBER 12, 2015, and granted or assigned to Mortgage Electronic Registration Systems, Inc., as mortgagee of record (soley as nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026 and recorded on the 19th DAY OF NOVEMBER 2015 AS DOCUMENT NUMBER 148579 of the County Recorder's Official Records of LINCOLN 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:

281 MOUNTAIN VIEW STREET PIOCHE, NV 89043

The real property described being set for 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 and Security Instrument):

1. As of MAY 1, 2016 the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$130,156.00 consisting of the amounts(s) loaned to Borrower by Lender and any interest capitalized to date.

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 4.25% from MAY 1, 2016. Borrower promises to make monthly payments of principal and interest of U. S. \$979.14 beginning on the 1st day of JUNE 1, 2016 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.25% will remain in effect until principal and interest is paid in full. Be executing this Agreement, Borrower waives any timely Payment Rewards rate reduction to which Borrower may be entitled. If on MAY 1, 2031 (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.

Borrower will make such payments at Land Home Financial Services, Inc., 1355 Willow Way, Suite 250, Concord, CA 94520 or at such other place as Lender may require.

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 this 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 that notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this 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 limitations, 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, 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 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. 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 the 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.

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JOHN WAITE, VI	KE PRESIDENT		//	
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State of Illing	ois	-	\ /	
County of Oale				
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Notary Public, perso			1	<b>)</b>
<u>Patricia</u> L	atisfactory evidence to	ho the negon(e) u	rhaga mama(a) ia/ana ar	, who proved to
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	(s) acted, executed the		rument the person(s),	or the chirty apon condit
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I certify under PEN	ALTY OF PERJURY	under the laws of t	he State of California	that the foregoing
Paragraph is true an	d correct.		/	
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WITNESS my hand	l and official seal.		michelle	B. Whase
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NOTARY SEAL	OFFICIAL MICHELLE L.	SEAL"	Notary Pu	blic
	NOTARY PUBLIC - S'	TATE OF ILLINOIS	Type of Notai	ту
Prepared by:	MY COMMISSION EX	PIRES 04/04/2019	į	

Loan Modification Agreement-Single Family- Fannie Mae Uniform Instrument Form 3179 1/01 (rev. 8/01) (page 3 of 3)

Land Home Financial Services Inc. 2042 Wooddale Drive #160 Woodbury MN 55125

## **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California County of Contra Costa
On 4/27/16 before me, Hayley Burton, Notary Public
(insert name and title of the officer)
personally appearedJohn Waite, who 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(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.  OF HAYLEY BURTON COMM. # 2005128  OF THAY PUBLIC - CALIFORNIA DE CONTRA COSTA COUNTY OF COMM. EXPIRES JAN. 25, 2017

## Exhibit A

THAT PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 67 EAST, M.D.B.&M., LINCOLN COUNTY, NEVADA DESCRIBED AS FOLLOWS:

PARCEL 5 OF PARCEL MAP FOR J AND S PROPERTIES RECORDED MAY 18, 2004 IN PLAT BOOK C, PAGE 46 AS FILE NO. 122355, FILED IN THE OFFICE OF THE COUNTY RECORDER, LINCOLN COUNTY, NEVADA.

"together with all improvements constructed upon, affixed to or located upon the above described real property, including without limitation any residential dwelling located upon or to be located thereon, which dwelling is or may be a manufactured home, as herin below described, which manufactured home is or upon placement and affixation shall be conclusively deemed to be real estate (the "Manufacture Home").

Make: Champion

Model: Sunrise Imperial / SRI2854DM

Year Built: 2016 Length and Width: 54' x 27'

Serial Number(s): 157-00P-H-A001563A/B

HUD Label Number(s): ARZ355578/79