



APN #: 003-021-13

This Document Prepared By:
JOSHUA JOYCE
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715
(800) 416-1472

When recorded mail to: #:10134305
First American Title 
Loss Mitigation Title Services 1079.12
P.O. Box 27670
Santa Ana, CA 92799
RE: LIVRERI - PR DOCS
Tax/Parcel #: 003-021-13

[Space Above This Line for Recording Data]

Original Principal Amount: \$140,314.00
Unpaid Principal Amount: \$131,202.85
New Principal Amount \$148,216.84
New Money (Cap): \$17,013.99

FHA/VA Loan No.:
Loan No: (scan barcode)

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)
(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this 26TH day of AUGUST, 2016, between **JOSEPH LIVRERI A MARRIED PERSON** ("Borrower"), whose address is **1 LOVE LANE, CALIENTE, NEVADA 89008** and **WELLS FARGO BANK, N.A.** ("Lender"), whose address is **3476 STATEVIEW BLVD, MAC# X7801-03K, FORT MILL, SC 29715** amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **JUNE 9, 2011** and recorded on **JUNE 13, 2011** in **INSTRUMENT NO. 0138559, LINCOLN COUNTY, NEVADA**, and (2) the Note, in the original principal amount of U.S. **\$140,314.00**, 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 **1 LOVE LANE, CALIENTE, NEVADA 89008**





the real property described is located in **LINCOLN COUNTY, NEVADA** and 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. Borrower agrees that certain amounts owed will not be capitalized, waived, or addressed as part of this Agreement, and will remain owed until paid. These amounts owed are referenced in the Cover Letter to this Agreement, which is incorporated herein, and are to be paid with the return of this executed Agreement. If these amounts owed are not paid with the return of this executed Agreement, then Lender may deem this Agreement void.
2. As of, **OCTOBER 1, 2016** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$148,216.84**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$17,013.99** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
3. 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 **3.7500%**, from **OCTOBER 1, 2016**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$686.42**, beginning on the **1ST** day of **NOVEMBER, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **OCTOBER 1, 2046** (the "Maturity Date"), the 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.
4. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

5. The 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.
6. The Borrower also will comply with all other covenants, agreements, and requirements of the 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; however, the following terms and provisions are forever cancelled, 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.

7. 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 this 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.
8. Borrower agrees to make and execute other documents or papers as may be necessary 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.
9. If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure
10. Borrower must deliver to **Wells Fargo Home Mortgage** a properly signed modification Agreement by **SEPTEMBER 10, 2016**. If Borrower does not return a properly signed modification Agreement by this date and make all payments pursuant to the trial plan Agreement or any other required pre-modification payments, **Wells Fargo Home Mortgage** may deny or cancel the modification. If the Borrower returns properly signed modification Agreement by said date, payments pursuant to the loan modification Agreement are due as outlined in this modification Agreement. **Wells Fargo Home Mortgage** may deny or cancel this loan modification Agreement if Borrower fails to make the first payment due pursuant to this loan modification Agreement.





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Book: 307

12/05/2016

Page: 519

Page: 4 of 6

In Witness Whereof, I have executed this Agreement.

Borrower: JOSEPH LIVRERI

09/07/2016

Date

CARMEN M LIVRERI *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

9/7/2016

Date

Borrower:

Date

Borrower:

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF Nevada
COUNTY OF LINCOLN

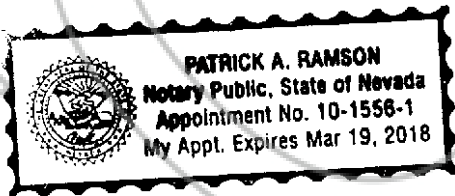
This instrument was acknowledged before me on 7 Sept 2016 by JOSEPH LIVRERI, CARMEN M LIVRERI (name(s) of person(s)).

Notary Public

Printed Name: Patrick A RAMSON

(Seal)

My commission expires: 19 March 2018



**Notary Public
Certified Signing Agent**





0150641

Book: 307
Page: 620

12/05/2016
Page: 5 of 6

In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

[Signature]

Yawoa Edzodzi Konou
Vice President Loan Documentation

11/17/16

By _____ (print name)
_____ (title)

Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF MN

COUNTY OF Dakota

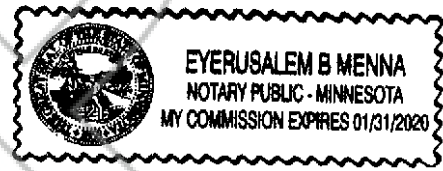
The instrument was acknowledged before me this 11-17-2016 by
Yawoa Edzodzi Konou the
Vice President Loan Documentation of WELLS FARGO BANK, N.A., a company, on
behalf of said company.

[Signature]
Notary Public

Eyerusalem B Menna

Printed Name: _____

My commission expires: 01/31/2020



THIS DOCUMENT WAS PREPARED BY:
JOSHUA JOYCE
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715



EXHIBIT A

BORROWER(S): JOSEPH LIVRERI A MARRIED PERSON

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

A PORTION OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 67 EAST M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: PARCEL 3 OF THAT CERTAIN PARCEL MAP RECORDED DECEMBER 2, 1990 IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY, NEVADA IN BOOK A OF PLATS, PAGE 325 AS FILE NO. 9556, LINCOLN COUNTY, NEVADA RECORDS.

ALSO KNOWN AS: 1 LOVE LANE, CALIENTE, NEVADA 89008

