LINCOLN COUNTY, NV

\$37.00

2021-161189

Rec:\$37.00

09/29/2021 03:05 PM

SERVICELINK LOAN MODIFICATION

Pgs=7 KC

**OFFICIAL RECORD** 

AMY ELMER, RECORDER

APN: 003-101-14 When Recorded Return To: Loan Modification Solutions 3220 El Camino Real Irvine, CA 92602 (800) 323-0165

## **MODIFICATION AGREEMENT**

210441889- USB

	I, the undersigned, hereby affirm that this document submitted for recording does not contain the soc security number of any person or persons (per NRS 239B.030)  -OR-	ia
	I, the undersigned, hereby affirm that this document submitted for recording does contain the soc security number of a person or persons as required by law:	ia
	(state specific law)	
Ciarria i	Signature of: Title	
Signed	This page is added to provide additional information required by NRS 111 212	

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.

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument Page 1 of 7

59650NV 05/19



Assessor's Parcel No.: 003-101-14

Recording Requested by:
U.S. BANK N.A.
When Recorded Mail To:
ServiceLink
Attn: Loan Modification Solutions
3220 El Camino Real
Irvine, CA 92602

This document prepared by: U.S. BANK N.A. Garrett Scott 4801 FREDERICA ST OWENSBORO, KY 42301

Mail Tax Statement To: CLAUDE F WEBSTER JR PO BOX 592 CALIENTE, NV 89008-0592

[Space Above This Line For Recording Data]—————————

Loan No.: 3300262916

FHA/VA Case No. 454563104839

# LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 5th day of August, 2021, between CLAUDE F WEBSTER JR, AN UNMARRIED MAN ("Borrower"), U.S. BANK N.A. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated October 21, 2019 and in the amount of \$261,300.00 and recorded on October 28, 2019 in Book, Volume, or Liber No.

, at Page (or as Instrument No. 2019-157238), of the Official Records of LINCOLN, 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:

201 GODFREDSEN LN, CALIENTE, NV 89008

[Property Address]

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument

Page 2 of 7

59650NV 05/19



## 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 August 1, 2021, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$258,116.88, 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 3.750%, from August 1, 2021. Borrower promises to make monthly payments of principal and interest of U.S. \$1,210.12, beginning on the 1st day of September, 2021, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.750% will remain in effect until principal and interest are paid in full. If on December 1, 2050 (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.
  - 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.
  - 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.
  - 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  $\square$ .



Date: 99/18/2021

#### **ACKNOWLEDGMENT**

State of Nevada County of Clark

The foregoing instrument was acknowledged before me on Scotember 18 2021 CLAUDE F WEBSTER JR.

Krystofer Bergsrud NOTARY PUBLIC Appt. No. 20-2383-01 Appt. Expires: Sept.16, 2024 Signature of Person Taking Acknowledgment

Krystofer Bergsrud

Printed Name

Note:

No farg Title or Rack Public

Serial Number, if any: 26-2383-01

My Commission Expires: 5.21.16, 2021

(Seal)



### ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE U.S. BANK N.A.

By: Shaw Hale	SEP 2 7 2021
	-Lender Date of Lender's Signature
Sherry Hale	\ \
Officer	
Kaulial .	ACKNOWLEDGMENT
State of 1)0174CCY	§
County of <b>Wiss</b>	§
	( 20 20 2121
The foregoing instrument have acknowled	diged before me this Sept and by
Corporation. Officer	of U.S. BANK N.A. a Delaware Corporation, on behalf of the
•	Marica Walturdy
OFFICIAL SEAL	Signature of Person Taking Acknowledgment
MONICA MATTINGLY NOTARY PUBLIC - KENTUCKY	Monica Watticaly
STATE-AT-LARGE	Printed Name
My Comm. Expires 11/5/2024 ID # KYNP17970	Notary
	Title or Rank
	Serial Number, if any:
(Seal)	My Commission Expires: 1152024
(Scal)	wy Commission Expires
	\ \ \ \
\ \	\ \
_ \ \	



#### **EXHIBIT A**

BORROWER(S): CLAUDE F WEBSTER JR, AN UNMARRIED MAN

LOAN NUMBER: 3300262916

LEGAL DESCRIPTION:

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

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LINCOLN, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS: PARCEL TWO (2) AS SHOWN BY MAP THEREOF RECORDED MAY 12, 1999 IN BOOK B OF PARCEL MAPS, PAGE 117, AS DOCUMENT NO. 110960 IN THE OFFICE OF THE COUNTY RECORDER, LINCOLN COUNTY, NEVADA. PARCEL ID: 003-101-14

Assessor's Parcel No.: 003-101-14

ALSO KNOWN AS: 201 GODFREDSEN LN, CALIENTE, NV 89008

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument Page 7 of 7

59650NV 05/19

