

PARCEL NUMBER: 002-073-04

LINCOLN COUNTY, NV

2022-163552

\$37.00

Rec:\$37.00

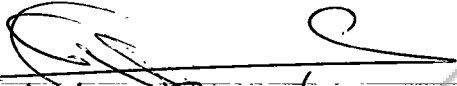
12/21/2022 08:12 AM

FIRST AMERICAN TITLE INSURANCE COMPANY 9 AK

OFFICIAL RECORD

AMY ELMER, RECORDER

I hereby affirm that this document which has been submitted for recording does not contain any personal information, as defined by Nevada Revised Statute 239B.030, about any person.

Signed   
Print Name: Yahia Jarochen 12-12-2022

**RECORDING REQUESTED BY and RETURN TO:**  
**CITIZENS BANK, N.A.**  
**10561 TELEGRAPH RD**  
**GLEN ALLEN, VA 23059**

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)  
Title of Document

\*Signed in Counter Part\*

This cover page must be typed or printed in black ink  
Additional \$1.00 charged for recording cover page



This Document Prepared By:  
**KUDUMULA RAMESH REDDY**  
**CITIZENS BANK, N.A.**  
**10561 TELEGRAPH RD**  
**GLEN ALLEN, VA 23059**  
**(877) 745-7364**

When Recorded Mail To:  
**CITIZENS BANK, N.A.**  
**10561 TELEGRAPH RD**  
**GLEN ALLEN, VA 23059**

**Tax/Parcel #: 002-073-04**

\_\_\_\_\_ [Space Above This Line for Recording Data] \_\_\_\_\_

**Original Principal Amount: \$253,820.00**

**Unpaid Principal Amount: \$250,591.49**

**New Principal Amount: \$253,599.19**

**New Money (Cap): \$3,007.70**

**FHA/VA/RHS Case**

**No.:454563312776**

**MERS Min: 1001382-0110128080-**

**5**

**MERS Phone #: (888) 679-6377**

## **LOAN MODIFICATION AGREEMENT (DEED OF TRUST)**

This Loan Modification Agreement ("Agreement"), made this **14TH** day of **NOVEMBER, 2022**, between **YAHIA IAROCHEN, A MARRIED MAN** ("Borrower"), whose address is **1356 ERNST ST, PANACA, NEVADA 89042** and **CITIZENS BANK, N.A.** ("Lender"), whose address is **10561 TELEGRAPH RD, GLEN ALLEN, VA 23059**,

and Mortgage Electronic Registration Systems, Inc. ("MERS") ("Beneficiary"), amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **NOVEMBER 23, 2021** and recorded on **NOVEMBER 24, 2021** in **INSTRUMENT NO. 2021-161712**, of the **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

**1356 ERNST ST, PANACA, NEVADA 89042**  
(Property Address)

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):

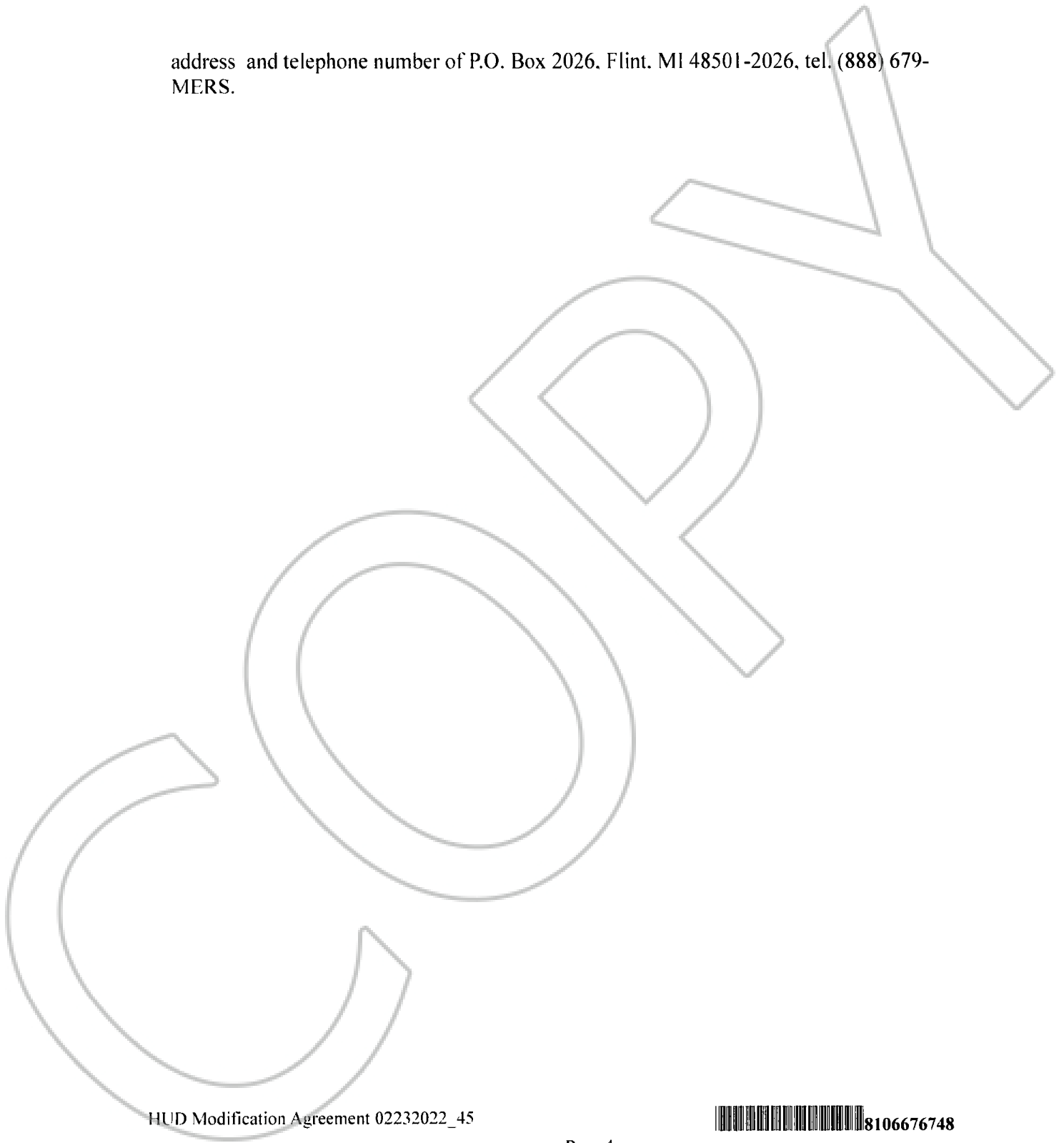
1. As of, **DECEMBER 1, 2022** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$253,599.19**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. **\$3,007.70**.
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 **4.5000%**, from **NOVEMBER 1, 2022**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,304.20**, beginning on the **1ST** day of **DECEMBER, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **December 1, 2051** (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.
3. 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.

4. 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.
5. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.**
6. 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.
7. 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.
8. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the Beneficiary of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an

address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.



In Witness Whereof, I have executed this Agreement.

[Signature]  
Borrower: **YAHIA IAROCHEN**

12.12.2022  
Date

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

**BORROWER ACKNOWLEDGMENT**

STATE OF NEVADA  
COUNTY OF Lincoln

This instrument was acknowledged before me on  
12/12/2022 by YAHIA IAROCHEN (name(s) of person(s)).

[Signature]  
Notary Public

Printed Name: Kelly A Funk



(Seal)  
My commission expires: 2/18/2025

Mortgage Electronic Registration Systems, Inc., ("MERS"), is a separate corporation that is acting solely as a nominee for lender and lender's successors and assigns

By Valerie J Moore  
Valerie J Moore, VP

12.15.22  
Date

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

State of Virginia

County of Henrico

The foregoing instrument was acknowledged before me this 12.15.22 by Valerie J Moore, the \_\_\_\_\_ of Mortgage Electronic Registration Systems, Inc., a Delaware corporation, on behalf of the corporation.

S. Gray-Morris  
Notary Public

Printed Name: Sheron Gray-Morris

My commission expires: 3.31.2031

SHERON GRAY-MORRIS  
NOTARY PUBLIC  
REG. #7368035  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES MARCH 31, 2031

In Witness Whereof, the Lender has executed this Agreement.

CITIZENS BANK, N.A.

*Valerie J Moore*

12.15.22

By Valerie J Moore, VP (print name)  
(title)

Date

[Space Below This Line for Acknowledgments]

**LENDER ACKNOWLEDGMENT**

State of Virginia

County of Henrico

This foregoing instrument was acknowledged before me on  
12.15.22 by Valerie J Moore, the  
VP of CITIZENS BANK, N.A., a company, on behalf  
of the company.

*S. Gray-Morris*

Notary Public

Printed Name: Sheron Gray-morris

My commission expires: 3.31.2031

SHERON GRAY-MORRIS  
NOTARY PUBLIC  
REG. #7368035  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES MARCH 31, 2031





**EXHIBIT A**

**BORROWER(S): YAHIA IAROVICHEN, A MARRIED MAN**

**LOAN NUMBER: 8106676748**

**LEGAL DESCRIPTION:**

**The land referred to in this document is situated in the CITY OF PANACA, COUNTY OF LINCOLN, STATE OF NEVADA, and described as follows:**

**LOT 128 IN SUN GOLD MANOR ADDITION, PLAT OF WHICH WAS RECORDED MARCH 7, 1973, IN BOOK A OF PLATS PAGE 101, AS FILE NO. 52669 IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY, NEVADA.**

**ALSO KNOWN AS: 1356 ERNST ST, PANACA, NEVADA 89042**