

PARCEL NUMBER: 002-101-05

LINCOLN COUNTY, NV

2023-165943

\$37.00

Rec:\$37.00

09/13/2023 07:37 AM

FATICO-DTO

Pgs=7 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 Status 239B.030, about any person.

Signed

Print Name:



Leslye Dietrich
Vice President

RECORDING REQUESTED BY and RETURN TO:

**FIRST AMERICAN TITLE
DTO RECORDING, MC 4002
4795 REGENT BLVD.
IRVING, TX 75063**

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:
CRYSTAL RADTKE
ROCKET MORTGAGE, LLC
635 WOODWARD AVE
DETROIT, MI 48226
(888) 663-7374

When Recorded Mail To:
FIRST AMERICAN TITLE
DTO RECORDING, MC 4002
4795 REGENT BLVD.
IRVING, TX 75063

Tax/Parcel #: 002-101-05

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Original Principal Amount: \$124,320.00

Unpaid Principal Amount: \$120,167.24

New Principal Amount: \$123,805.55

Capitalization Amount: \$3,638.31

FHA/VA/RHS Case No.:45

4563262814

Loan No: 3472080526

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement (“Agreement”), made this **1ST** day of **SEPTEMBER, 2023**, between **JOHN F. NEWTON, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY** (“Borrower”), whose address is **185 SIXTH ST,**

PANACA, NEVADA 89042 and ROCKET MORTGAGE, LLC, F/K/A QUICKEN LOANS, LLC ("Lender"), whose address is 635 WOODWARD AVE, DETROIT, MI 48226, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated APRIL 9, 2021 and recorded on APRIL 29, 2021 in INSTRUMENT NO. 2021-159970, 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

185 SIXTH 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, **SEPTEMBER 1, 2023** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$123,805.55**, 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. **\$3,638.31**.
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 **7.3750%**, from **SEPTEMBER 1, 2023**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$855.09**, beginning on the **1ST** day of **OCTOBER, 2023**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **SEPTEMBER 1, 2053** (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.

In Witness Whereof, I have executed this Agreement.

John F Newton
Borrower: JOHN F NEWTON

9/6/23
Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

STATE OF NEVADA
COUNTY OF Lincoln

This instrument was acknowledged before me on

9/6/2023

by JOHN F NEWTON (name(s) of person(s)).

Brittany Young
Notary Public

Printed Name: Brittany Young

(Seal)

My commission expires: JAN 12 2027



In Witness Whereof, the Lender has executed this Agreement.

ROCKET MORTGAGE, LLC F/K/A QUICKEN LOANS, LLC BY FIRST AMERICAN TITLE INSURANCE COMPANY, AS ITS ATTORNEY-IN-FACT

Leslye Dietrich
By _____

Leslye Dietrich
Vice President
(print name)
(title)

SEP 12 2023

Date

_____ [Space Below This Line for Acknowledgments] _____

LENDER ACKNOWLEDGMENT

State of TEXAS

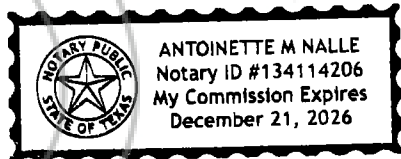
County of DALLAS

This instrument was acknowledged before me on
SEP 12 2023 by **Leslye Dietrich**, the
VICE PRESIDENT of **ROCKET MORTGAGE, LLC F/K/A**

QUICKEN LOANS, LLC BY FIRST AMERICAN TITLE INSURANCE COMPANY,
AS ITS ATTORNEY-IN-FACT, a company, on behalf of the company.

n/a This notarial act was an online notarization using communication technology
Antoinette

Notary Public



Printed Name: Antoinette M. Nalle

My commission expires: DEC 21 2026

EXHIBIT A

BORROWER(S): JOHN F. NEWTON, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY

LOAN NUMBER: 3472080526

LEGAL DESCRIPTION:

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

LOT 6, SUN GOLD MANOR UNIT NO. 1, AS SHOWN BY MAP THEREOF RECORDED SEPTEMBER 30, 1952 AS FILE NO. 27842 IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY, NEVADA.

ALSO KNOWN AS: 185 SIXTH ST, PANACA, NEVADA 89042