

APN # 005-240-12

**Recording Requested by and Return to:**

Indecomm Global Services  
as Recording Agent Only  
1260 Energy Lane  
St. Paul, MN 55108

**DOC # 0229600**

06/30/2015

01:23 PM

**Official Record**

Recording requested By  
INDECOMM GLOBAL SERVICES

**Eureka County - NV**

**Sara Simmons - Recorder**

Fee: \$46.00

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RPTT:

Recorded By: AP

Book- 579 Page- 0403



0229600

**Loan Modification Agreement**

79965961

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-4.

(Additional recording fee applies).

This cover page must be typed or printed clearly in black ink only.

Investor Account # 1703203837

**When Recorded Return To:**

Green Tree Servicing LLC  
7360 South Kyrene Road  
Tempe, AZ 85283

This document was prepared by Green Tree Servicing LLC

APN: 005-240-12

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

1-MORT.

**LOAN MODIFICATION AGREEMENT**

E8287063-MH  
REF.

This Loan Modification Agreement ("Agreement"), between TIMOTHY B. ROSECRANS ("Customer") and Green Tree Servicing LLC ("Lender"), amends and supplements 1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated 1/24/2007 Recorded 10/25/2007 Instrument No. 0210898 Records of Eureka County, NV 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

2 HILLBILLY LN  
CRESCENT VALLEY, NV 89821

ORIGINAL

the real property described in the above-referenced Security Instrument.

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 04/01/2015, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$38,817.69 consisting of the unpaid amount(s) loaned to Customer by Lender plus any interest and other amounts capitalized.
2. Customer 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 6.00000%, from 04/01/2015. Customer promises to make monthly payments of principal and interest of U.S. \$278.10, beginning on the 05/01/2015, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 6.00000% will remain in effect until principal and interest are paid in full. The new monthly payment amount does not include any amounts owed for escrow. Customer may refer to the monthly billing statement for the escrow amount owed. If on 04/01/2035 (the "Maturity Date"), Customer still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Customer will pay these amounts in full on the Maturity Date. Customer's payment schedule for the modified Loan is as follows:

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Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-20	6.000%	04/01/2015	\$278.10	\$132.34 adjusts annually after year 1	\$410.44 adjusts annually after year 1	05/01/2015	240

3.If all or any part of the Property or any interest in the Property is sold or transferred (or if Customer is not a natural person and a beneficial interest in Customer 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 Customer 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 Customer must pay all sums secured by the Security Instrument. If Customer 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 Customer.

Customer 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.
- (b) 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 Customer'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.
- (c) 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 Customer and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Customer acknowledges that Lender is required to report any debt forgiveness to the Internal Revenue Service which may result in consequences regarding Customer's federal, state or local tax liability. In addition, Customer understands that if Customer receives public assistance, the forgiveness of debt may affect Customer's eligibility for these benefits. Customer acknowledges that Lender cannot provide any advice or guidance regarding possible tax consequences or effect on any public assistance benefits. Customer further acknowledges that Lender has advised that Customer may wish to consult with a tax professional about any possible tax consequences and/or their public assistance office regarding other consequences that may result from the forgiveness of debt.



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- (f) Customer 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 Customer.
- (g) Customer authorizes Lender, and Lender's successors and assigns, to share certain Customer public and non-public personal information including, but not limited to (i) name, address, telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, and (v) payment history and information about Customer's account balances and activity, with an authorized third Agency or similar entity that is assisting Customer in connection with obtaining a foreclosure prevention alternative, including the trial period plan to modify Customer's account ("Authorized Third Party").

Customer understands and consents to Lender or Authorized Third Party, as well as Fannie Mae (the owner of Customer's account), disclosing such personal information and the terms of any relief or foreclosure prevention alternative, including the terms of the trial period plan to modify Customer's account, to any insurer, guarantor, or servicer that insures, guarantees, or services Customer's account or any other mortgage account secured by the Property on which Customer is obligated, or to any companies that perform support services to them in connection with the account or any other mortgage account secured by the Property on which Customer is obligated.

Customer consents to being contacted by Fannie Mae, Lender or Authorized Third Party concerning mortgage assistance relating to Customer's account.

#### 4. Intentionally Deleted.

By this paragraph, Lender is notifying customer that any prior waiver by Lender of Customer's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Customer has been advised of amount needed to fund the escrow items.

5. Customer also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Customer's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Customer 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, Customer waives any Timely Payment Rewards rate reduction to which Customer 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.

6. Customer 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.
- (b) 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 Customer'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.



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- (c) 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 Customer and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Customer agrees to execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Plan if an error is detected after execution of this Agreement. I understand that a corrected Agreement will be provided to me and this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrected Agreement, the terms of the original Account Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification.

In Witness Whereof, the Lender and I have executed this Agreement.

Green Tree Servicing LLC

Lender

TIMOTHY B. ROSECRANS

April 22, 2015

Date

By:                     

Brian A. Abbee

Date

Licensed Loss Mitigation Specialist

Account#: 682870639

This communication is from a debt collector. It is an attempt to collect a debt, and any information obtained will be used for that purpose.

                    [SPACE BELOW THIS LINE FOR ACKNOWLEDGEMENTS]                    

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STATE OF NEVADA)

) ss.

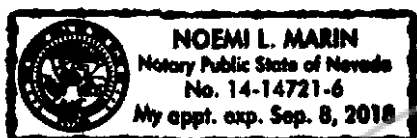
COUNTY OF Elko

On April, 22, 2015 before me,  
Noemi L. Marin, a Notary Public, personally appeared  
TIMOTHY B. ROSECRANS, personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to  
the within instrument and acknowledged to me that he/she executed the same in his/her authorized  
capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of  
which the person acted, executed the instrument.

WITNESS my hand and official seal.

Noemi L. Marin Notary Public in and for Said County and State

[SEAL]



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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.

ACKNOWLEDGMENT

STATE OF: Arizona,

County ss: Maricopa,

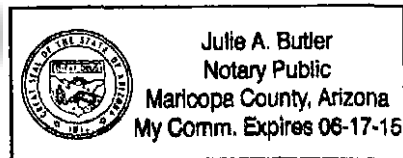
On this day of MAY 07 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared

Brian A. Abbee, Licensed Loss Mitigation Specialist of Green Tree Servicing LLC

**Personally known to me** or proved to me on the basis of satisfactory evidence to be the individual(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 capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public



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Exhibit "A"

All that certain parcel of land situate in the County of Eureka and State of Nevada, being known and designated as follows:

The northeast quarter (NE  $\frac{1}{4}$ ) of the southwest quarter (SW  $\frac{1}{4}$ ) of the southeast quarter (SE  $\frac{1}{4}$ ) of section 33, Township 30 north, range 48 east, M.D.B. and M., Eureka County, Nevada. APN: 005-240-12



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1399 6/24/2015 79965961/1



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