

DOC # 0231876

08/29/2016 08:21 AM

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0231876

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Original Recording Date: June 10, 2008

Original Loan Amount: \$69,000.00

New Money: \$3,365.04

Loan No.

Investor Loan No: 1707410930

MIN Number: 100052550208691443



REF120317591A

**LOAN MODIFICATION AGREEMENT**  
(Providing For Fixed Interest Rate)



110038970

It is hereby affirmed that this document submitted for recording does not contain any personal information, including but not limited to the social security number of any person or persons (Per NRS 239B.030)

<sup>LD</sup>  
This Loan Modification Agreement ("Agreement"), made this 22nd day of July, 2016, between **BRETT D. BOND and ANGELA J. BOND** ("Borrower") and **NATIONSTAR MORTGAGE LLC**, whose address is **8950 CYPRESS WATERS BLVD, COPPELL, TX 75019** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Beneficiary"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **June 05, 2008** and recorded in Book/Liber **0473, Page 0245**, Instrument No: **0211924** and recorded on **June 10, 2008**, of the Official 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

**401 W ROBINS ST, EUREKA, NV 89316,**  
(Property Address)

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, 2016**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$46,589.65**, 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.



\* 5 9 6 5 8 3 5 2 1 Y F N M A \*  
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Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.000%, from **August 1, 2016**. Borrower promises to make monthly payments of principal and interest of U.S. \$289.52, beginning on the 1st day of **September, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 7.000% will remain in effect until principal and interest are paid in full. If on **August 1, 2056** (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.
- (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 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.
- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release



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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.
- (f) 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 [ ].

- (g) "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.
  - (h) In the event of any action(s) arising out of or relating to this Agreement or in connection with any foreclosure action(s) dismissed as a result of entering into this Agreement, if permitted by applicable law, I will remain liable for and bear my own attorney fees and costs incurred in connection with any such action(s).
6. In the event that I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the loan documents and did not reaffirm the mortgage debt under applicable law, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.

Our records indicate that you are the Debtor in an active bankruptcy proceeding. Please be advised that Court and/or Bankruptcy Trustee approval of this loan modification agreement may be required depending upon jurisdictional requirements. If approval of the loan modification is required, Nationstar will not honor the loan modification agreement until evidence of the required approval is provided.

7. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower



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has been advised of the amount needed to fully fund the Escrow Items.

- 8. This Agreement modifies an obligation secured by an existing security instrument recorded in EUREKA County, NV, upon which all recordation taxes have been paid. As of the date of this agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$43,224.61. The principal balance secured by the existing security instrument as a result of this Agreement is \$46,589.65, which amount represents the excess of the unpaid principal balance of this original obligation.

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

*Brett Bond* (Seal)  
 BRETT D. BOND - Borrower

ANGELA J. BOND - Borrower (Seal) *R.D.*

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

State of Nevada

County of Eureka

This instrument was acknowledged before me, a Notary Public on

August 8, 2014 by BRETT D. BOND and ANGELA J. BOND. *R.D.*

*Renae McConnell*  
(Signature of notarial officer)

Notary  
(Title or rank)

My commission expires : April 16, 2019

(Seal)



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NATIONSTAR MORTGAGE LLC

By: [Signature] (Seal) - Lender

Name: Ruth Daniel  
Title: Assistant Secretary

08/16/2016  
Date of Lender's Signature

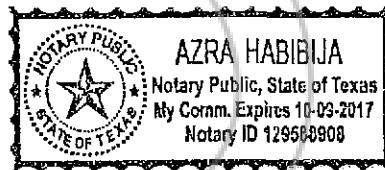
\_\_\_\_\_  
[Space Below This Line For Acknowledgments]  
The State of TX  
County of Dallas

Before me Azra Habibija /Notary Public (name/title of officer) on this day personally appeared Ruth Daniel, the Assistant Secretary of Nationstar Mortgage LLC, known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16th day of August, A.D., 2016

[Signature]  
Signature of Officer  
Azra Habibija  
Notary Public  
Title of Officer

My Commission expires: 10/9/17



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*[Handwritten Signature]*

RUTH DANIEL

08/16/2016

Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Title: Assistant Secretary

[Space Below This Line For Acknowledgments]

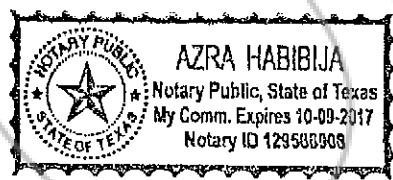
The State of TX  
County of Dallas

Before me Azra Habibija /Notary Public (name/title of officer) on this day personally appeared Ruth Daniel, the Assistant Secretary of Mortgage Electronic Registration Systems, Inc., known to me or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16<sup>th</sup> day of August, A.D., 2016

Azra Habibija  
Signature of Officer  
  
Notary Public  
Title of Officer

My Commission expires : 10/9/17



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## Exhibit "A"

Loan Number :

Property Address: 401 W ROBINS ST, EUREKA, NV 89316

**Legal Description:**

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF EUREKA, STATE OF NEVADA: LOTS 3, 4, 5 AND 6 BLOCK 76 OF TOWN OF EUREKA, ACCORDING TO THE OFFICIAL MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF EUREKA COUNTY, STATE OF NEVADA.



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Exhibit A Legal Description Attachment 11/12



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