

PARCEL NUMBER: 001-230-15

EUREKA COUNTY, NV

**2022-247826**

Rec:\$37.00

\$37.00 Pgs=9

02/18/2022 08:23 AM

FATICO-DTO

LISA HOEHNE, CLERK 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:

*Brylle Biscocho*  
Brylle Biscocho

**RECORDING REQUESTED BY and RETURN TO:**  
**GUILD MORTGAGE COMPANY LLC**  
**5887 COPLEY DRIVE**  
**SAN DIEGO, CA 92111**

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

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This Document Prepared By:  
**KELLY ACOSTA**  
**GUILD MORTGAGE COMPANY LLC**  
**P.O. BOX 85304**  
**SAN DIEGO, CA 92186**  
**(800) 365-4884**

When Recorded Mail To:  
**GUILD MORTGAGE COMPANY LLC**  
**5887 COPLEY DRIVE**  
**SAN DIEGO, CA 92111**

**Tax/Parcel #: 001-230-15**

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**Original Principal Amount: \$181,649.00**

**Unpaid Principal Amount: \$177,437.33**

**New Principal Amount: \$175,944.71**

**New Money (Cap): \$0.00**

**FHA\VA Case No.:3311895475**

**MERS Min: 100019940320030525**

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

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

This Loan Modification Agreement ("Agreement"), made this **28TH** day of **DECEMBER, 2021**, between **TAYLOR AUSTIN FREI, A MARRIED MAN, AS HIS**

**SOLE AND SEPARATE PROPERTY.** ("Borrower"), whose address is **40 WHISTLER STREET, EUREKA, NEVADA 89316** and **GUILD MORTGAGE COMPANY LLC F/ K/A GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION** ("Lender"), whose address is **P.O. BOX 85304, SAN DIEGO, CA 92186**, and Mortgage Electronic Registration Systems, Inc. ("MERS") ("Beneficiary"), amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **APRIL 15, 2019** and recorded on **APRIL 16, 2019** in **INSTRUMENT NO. 2019-238449**, of the **OFFICIAL** Records of **EUREKA 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

**40 WHISTLER STREET, EUREKA, NEVADA 89316**

(Property Address)

the real property described being set forth as follows:

**THE LAND REFERRED TO IN THIS DOCUMENT IS SITUATED IN THE CITY OF EUREKA, COUNTY OF EUREKA, STATE OF NEVADA, AND DESCRIBED AS FOLLOWS:**

**SEE EXHIBIT A.**

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, **JANUARY 1, 2022** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$175,944.71**, 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. **\$0.00**.
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 **3.0000%**, from **JANUARY 1, 2022**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **741.79**, beginning on the **1ST** day of **FEBRUARY, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JANUARY 1, 2052** (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 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. **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.

*Taylor Austin Frei*  
Borrower: **TAYLOR AUSTIN FREI**

1-11-22  
Date

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

**BORROWER ACKNOWLEDGMENT**

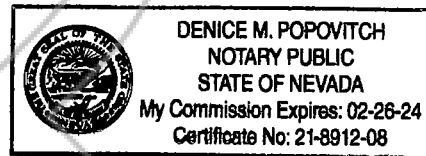
STATE OF NEVADA  
COUNTY OF Eureka

This instrument was acknowledged before me on  
January 11, 2022 by **TAYLOR AUSTIN FREI** (name(s) of person(s)).

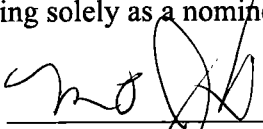
*D Denise M Popovitch*  
Notary Public

Printed Name: Denise M Popovitch

(Seal)  
My commission expires: 2-26-2024



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

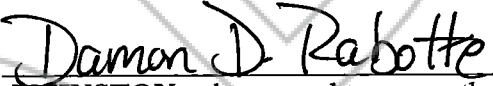
By   
**MARIAN E JOHNSTON**  
Assistant Secretary

Date 1/24/22

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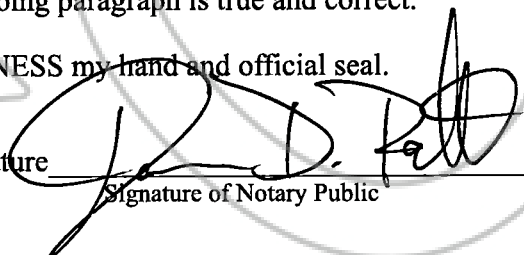
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA )  
County of SAN DIEGO )

On **JAN 24 2022** before me  Notary Public, personally appeared **MARIAN E JOHNSTON**, who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

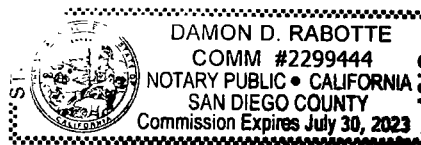
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

Signature of Notary Public

(Seal)



In Witness Whereof, the Lender has executed this Agreement.

**GUILD MORTGAGE COMPANY LLC**

  
By **MARIAN E JOHNSTON**  
**Vice President**

(print name)  
(title)

1/24/22  
Date

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

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.

State of CALIFORNIA )  
County of SAN DIEGO )

On JAN 24 2022 before me Damon D. Rabotte Notary Public, personally appeared **MARIAN E JOHNSTON**, who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

  
Signature of Notary Public

(Seal)

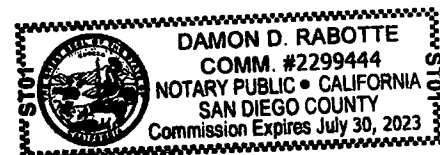




EXHIBIT A.

(Type or recording jurisdiction)  
**LOT 15, EUREKA CANYON SUBDIVISION PHASE 1 STAGE 1, ACCORDING TO THE MAP  
THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF EUREKA COUNTY, NEVADA,  
ON JULY 2, 2012, AS FILE NUMBER 220732. APN: 001-230-15**

COPY