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State of Nebraska Gage County ss. Entered
Numerical Index and filed for record the
13 day of Dec, 2016
at 08:34 o'clock AM, and recorded as
INSTRUMENT NO. **2016-03625**

Dana S. Munoz

Register of Deeds

Pages 4 By JN
Recording Fees \$28.00
Totals Fees \$28.00

THE ABOVE SPACE IS RESERVED FOR THE REGISTER OF DEEDS RECORDING INFORMATION

Loan Modification Agreement

LEGAL DESCRIPTION Gage County
LOT(S): 7 & S 33' Lot 8
BLOCK: 6
ADDITION: Grable & Beachley's 2nd Addition

1555298-1203345

INSTRUMENT NO. **2016-03625**

Prepared by (and return to):
Bank of the West, NMLS# 19116
NE-BBP-02-I
13505 California Street
Omaha, NE 68154

RETURN TO:
DRI Title & Escrow
13057 W. Center Rd., Ste #1
Omaha, NE 68144

[Space Above This Line For Recording Data]

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

Lenders Loan Number: 8801599219
MIN: 100104088015992199

FHA Number: 3213319099703
MERS Phone: 1-888-679-6377

This Loan Modification Agreement ("Agreement"), made this 12 day of April 2016, between Daniel W Robbins ("Borrower") and Bank of the West ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated August 13, 2014 and recorded August 19, 2014 in

Instrument No. 2014-02265
[Name of Records]

Gage County, NE
[County and State or other Jurisdiction]

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

1400 PARK ST, BEATRICE, NE 68310
(Property Address)

the real property described being set forth as follows:

LOT SEVEN (7) AND THE SOUTH 33 FEET(S33') OF LOT EIGHT (8), BLOCK SIX(6), GRABLE & BEACHLEY'S SECOND ADDITION TO THE CITY OF BEATRICE, GAGE COUNTY, NEBRASKA.

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 May 1, 2016, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **ninety-eight thousand seven hundred thirty and 70/100** (\$98,730.70), 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. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.500%, from May 1, 2016. Borrower promises to make monthly payments of principal and interest of U.S. \$ 443.34, beginning on the 01 day of June 2016, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.500% will remain in effect until principal and interest are paid in full. If on May 1, 2046 (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:

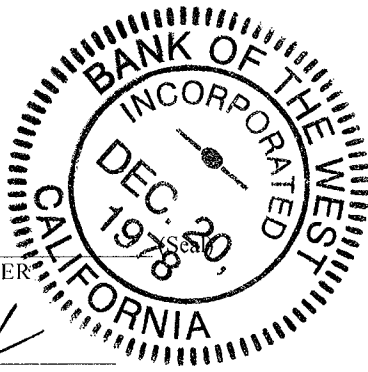
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- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable 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 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 .

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BANK OF THE WEST - LENDER

By: David Ellefson
David Ellefson
Vice President

BORROWER(S)


Daniel W Robbins
DANIEL W ROBBINS
Daniel W Robbins

4-14-16
DATE

4/19/16
Date of Lender's Signature

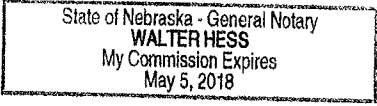
STATE OF Nebraska)
) SS.
COUNTY OF Boone)

On April 14, 2016 before me, Jenny L. Birkett
personally appeared **DANIEL W ROBBINS** 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 which the person(s) acted, executed the instrument.

(Seal)  Jenny L Birkett
Notary Public

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

On April 19, 2016, before me the undersigned, a Notary Public, personally came David Ellefson, Vice President of Bank of the West, a California banking corporation, to me personally known to be the identical person whose name, as such officer, is subscribed to the foregoing instrument, and acknowledged the said instrument to be the voluntary act and deed of said Bank in said official capacity voluntarily done and executed.

(Seal)  Walter Hess
Notary Public

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