



2703550
BK 5657 PG 293

E 2703550 B 5657 P 293-298
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/29/2012 11:52:00 AM
FEE \$20.00 Pgs: 6
DEP eCASH REC'D FOR FIRST AMERICAN MTGE

WHEN RECORDED, RETURN TO:
FIRST AMERICAN MORTGAGE SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING

This Document Prepared By:
DEB WIESE
U.S. BANK N.A.
MAIL CODE: MK-WI-RFHM
809 S. 60TH ST, SUITE 210
WEST ALLIS, WI 53214
855-698-7627

When recorded mail to: #:6991417
First American Title
Loss Mitigation Title Services 12106.1
P.O. Box 27670
Santa Ana, CA 92799
RE: HOOKER - PROPERTY REPORT

 HOOKER
45837118 UT
FIRST AMERICAN ELS
MODIFICATION AGREEMENT


Tax/Parcel No. 11-048-1020

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Original Principal Amount: \$262,782.00
Unpaid Principal Amount: \$258,592.19
New Principal Amount \$264,905.45
New Money (Cap): \$6,313.26

FHA\VA Case No.:7035217683763
MERS Min: 10011290000081590
MERS Phone #: (888) 679-6377

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 17TH day of JANUARY, 2012, between DAVID HOOKER, A MARRIED MAN ("Borrower"), whose address is 1202 NEWPORT LANE, KAYSVILLE, UT 84037 and U.S. BANK N.A. ("Lender"), whose address is 809 S. 60TH ST, SUITE 210, WEST ALLIS, WI 53214 and given to Mortgage Electronic Registrations Systems, Inc. ("MERS") (solely as nominee for Lender, and Lender's successors and assigns), as beneficiary, 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 and a street address of 1901 E Voorhees Street, Suite C, Danville, IL 61834, tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated JULY 6, 2010 and recorded on JULY 16, 2010 in INSTRUMENT NO. 2540320 BOOK 5068 PAGE 565-572, DAVIS COUNTY, UTAH, and (2) the Note, in the original principal amount of U.S. \$262,782.00, bearing the same date as, and secured by, the Security Instrument, which has been assigned MERS Registration No.

10011290000081590, and MERS Registration Date **JULY 16, 2010**, and which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at **1202 NEWPORT LANE, KAYSVILLE, UTAH 84037** the real property described is located in **DAVIS COUNTY, UTAH** and being set forth as follows:

ALL OF LOT 1020, KING CLARION HILLS SUBDIVISION NO. 10, DAVIS COUNTY, STATE OF UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

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, 2012** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$264,905.45**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$6,313.26** 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.
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 **4.8750%**, from **JANUARY 1, 2012**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,401.90**, beginning on the **1ST** day of **FEBRUARY, 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JANUARY 1, 2042** (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, the Lender have executed this Agreement.

U.S. BANK N.A.

Debra R. Wiese
By Debra R. Wiese (print name)
Vice President (title)

8-10-12
Date

_____[Space Below This Line for Acknowledgments]_____

State of WISCONSIN

County of MILWAUKEE

This instrument was acknowledged before me on 8-10-12 (date), by **DEBRA R. WIESE**, the **VICE PRESIDENT** of U.S. BANK N.A., on behalf of said entity.

Dorothy Mae Hawley
Dorothy Mae Hawley, Notary Public

(Seal, if any)

My Commission Expires on September 16, 2012



Mortgage Electronic Registration Systems, Inc.

Mortgagee

Debra R. Wiese
By **Debra R. Wiese** (print name)
Assistant Secretary (title)

8-10-12
Date

_____[Space Below This Line for Acknowledgments]_____

State of WISCONSIN

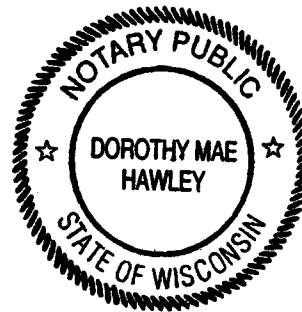
County of MILWAUKEE

This instrument was acknowledged before me on 8-10-12 (date), by **Debra R. Wiese**, the **Assistant Secretary** of Mortgage Electronics Registrations Systems, Inc., a Delaware corporation, on behalf of said entity.

Dorothy Mae Hawley
Dorothy Mae Hawley, Notary Public

(Seal, if any)

My Commission Expires on September 16, 2012



In Witness Whereof, I have executed this Agreement.

David Hooker (Seal)
Borrower
DAVID HOOKER
8-2-12
Date

Borrower (Seal)

Date

Borrower (Seal)

Date

Borrower (Seal)

Date

Borrower (Seal)

Date

Borrower (Seal)

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF Davis

The foregoing instrument was acknowledged before me this 2nd of Aug 2012 by
DAVID HOOKER

Signature of Person Taking Acknowledgment Mindy Dixon

Printed Name Mindy Dixon

Title or Rank Manager

Commission expires 11-10-15

Serial Number, if any comm # 649579

