

11056959

RECORD AND RETURN TO:

When recorded mail to: #6130720

First American Title 

Loss Mitigation Title Services 1079.29

P.O. Box 27670

Santa Ana, CA 92799

RE: HAMMERS - MOD REC SVC

11056959

10/20/2010 02:40 PM \$16.00

Book - 9870 Pg - 3830-3833

GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

FIRST AMERICAN TITLE SERVICES

PO BOX 27670

SANTA ANA CA 92799-9991

BY: DDK, DEPUTY - WI 4 P.

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FHA Case No. 0200488752

Loan No.

LOAN MODIFICATION AGREEMENT

Original Recorded Date: JUNE 27, 2008

This Loan Modification Agreement ("Agreement"), made this **MARCH 18, 2010**
between **ROBERT M. HAMMERS AND LAURA HAMMERS, HUSBAND AND WIFE**

("Borrower"), whose address is
496 EAST FOXSTONE COVE
DRAPER, UTAH 84020
and
WELLS FARGO BANK, N.A.

("Lender"), whose address is **3476 STATEVIEW BLVD, MAC# X7801-03K**
FORT MILL, SOUTH CAROLINA 29715

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated
JUNE 25, 2008 and recorded in **Instrument No. 10466283**

SALT LAKE COUNTY, **UTAH**, and (2) the Note, in
the original principal amount of U.S. \$ **422,371.00**, 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
496 EAST FOXSTONE COVE
DRAPER, UTAH 84020

HUD Modification Agreement

First American Loan Production Services

First American Real Estate Solutions LLC

FALPS# HUDMOD Rev. 09-14-09

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the real property described is located in **SALT LAKE COUNTY, UTAH**
and being set forth as follows:
LOT 19, FOX GATE FARMS, ACCORDING TO THE OFFICIAL PLAT THEREOF
ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

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, 2010**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **444,022.76** consisting of the amount(s) loaned to the Borrower by the Lender, escrows and any interest capitalized to date.

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **5.250 %**, from **APRIL 1, 2010**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **2,451.91**, beginning on the first day of **MAY, 2010**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **APRIL 01, 2040** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SOUTH CAROLINA 29715

or at such other place as the Lender may require.

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:

HUD Modification Agreement
FAND# WFHUDMOD-2 Rev. 02-23-10

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Handwritten initials/signature

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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. 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.


ROBERT M. HAMMERS

3/24/2010

-Borrower


LAURA HAMMERS

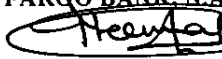
3/24/2010

-Borrower

-Borrower

-Borrower

WELLS FARGO BANK, N.A.



3/26/10

(Corporate Seal)

Name:

Its:

Neema B. Chigolo
VP of Loan Documentation

-Lender



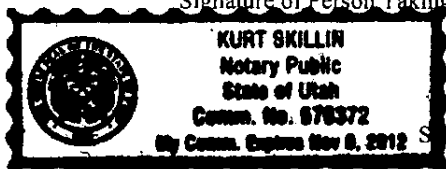
~~20090404~~

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BORROWER ACKNOWLEDGMENT

STATE OF Utah COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 24 March 2010 by
ROBERT M. HAMMERS AND LAURA HAMMERS



Signature of Person Taking Acknowledgment

Printed Name

Title or Rank

Serial Number, if any

Kurt Skillin
Kurt Skillin
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF Minnesota COUNTY OF Dakota

The foregoing instrument was acknowledged before me this 3/26/2010 by
Neema B Chigolo, the VP loan documentation
of Wells Fargo Bank, N.A.
a authorized signor, on behalf of said entity.

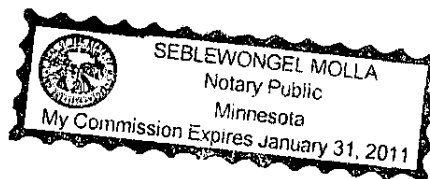
Signature of Person Taking Acknowledgment

Printed Name

Title or Rank

Serial Number, if any

Seblewongel Molla
Seblewongel Molla
Notary Public



HUD Modification Agreement

First American Loan Production Services

First American Real Estate Solutions LLC

FALPS# HUDMOD-4 Rev. 09-14-09