When Recorded Return To:
CoreLogic
450 E. Boundary
Chapin, SC 29036

This Document Prepared By: American Home Mortgage Servicing, Inc. 1525 S Beltline Rd Coppell, TX 75019 AARON DAVIS

Parcel ID Number: 14-28-252-012-0000

[Space Above This Line For Recording Data]
Original Recording Date: September 09, 2002
Original Loan Amount: \$118,146.00
Loan No: 0032339731

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 1st day of February, 2012, between ENRIQUE J TROCONIZ whose address is 7542 W FERNBUSH CIR, MAGNA, UT 84044 ("Borrower") and American Home Mortgage Servicing, Inc. which is organized and existing under the laws of , and whose address is 1525 S Beltline Rd, Coppell, TX 75019 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated September 09, 2002 and recorded in Instrument No: 139414, of the Official Records (Name of Records) of SALT LAKE County, UT (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

7542 W FERNBUSH CIR, MAGNA, UT 84044.

(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):

 As of February 1, 2012, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$107,569.06, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of \$3,470.94 and other amounts capitalized,

HUD MODIFICATION AGREEMENT 8300 03/11

(page 1 of 4)

11427880

450 E BOUNDARY ST CHAPIN SC 29036

BY: TMW, DEPUTY - MA 7 P.

CORELOGIC

07/11/2012 12:57 PM \$22.00 Book - 10034 Pa - 8376-8382 GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

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 4.000%, from February 1, 2012. Borrower promises to make monthly payments of principal and interest of U.S. \$513.55, beginning on the 1st day of March, 2012, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on February 1, 2042 (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.
- 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.
- 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

HUD MODIFICATION AGREEMENT 8300 03/11

(page 2 of 4)

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.

9mque 1 man 1-27-12. (Seal	l)
ENRIQUE J TROCONIZ -Borrower / Date	,
[Space Below This Line For Acknowledgments]	_
STATE OF UTAH, Sour Lake County ss:	
on the or of the country so.	
The foregoing instrument was subscribed and sworn to and acknowledged before me this 22 da	У
of Lowery Hotal 20 12 by ENRY QUE TROOM IT	<u>-</u>
	<u> </u>
My commission expires: March 22 2015	
NOTARY P	
SCOTT BO	
Signature of Notary	on Explore
1635 S REDUCT RD, SLC, UT 84104 STATEOF	

HUD MODIFICATION AGREEMENT 8300 03/11

Residing at

(page 3 of 4)

American Home Mortgage Servicing, Inc.  By: (Seal)
Name:Leigh Ariz Chmielewski Title: Assistant Vice President
STATE OFCounty ss :
The foregoing instrument was subscribed and sworn to and acknowledged before me this day of, 20 by by
My commission expires:  Signature of Notary
Residing at  ELIZABETH A BROWN My Commission Expires May 11, 2015

HUD MODIFICATION AGREEMENT 8300 03/11

(page 4 of 4)

## ERRORS AND OMISSIONS/COMPLIANCE AGREEMENT

Loan Number: 0032339731 Date: January 25, 2012

Borrower(s): ENRIQUE J TROCONIZ

Property Address: 7542 W FERNBUSH CIR, MAGNA, UT 84044

Servicer: American Home Mortgage Servicing, Inc.

In consideration of American Home Mortgage Servicing, Inc. (the "Servicer") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Servicer, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Servicer, to enable Servicer to modify the Loan in accordance with the guidelines, guidance, or required servicing standards ("Servicing Standards") of (a) an investor, note holder, guarantor, or mortgage insurer associated with the Loan, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs, or any municipal bonding authority, or (b) any Making Home Affordable program, including without limitation the Home Affordable Modification Program.

The Borrower agrees to comply with all such requests made by the Servicer within 30 days of receipt of written request from the Servicer. Borrower agrees to assume all costs that may be incurred by the Servicer, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable under the Servicing Standards.

ENRIQUE J TROCONIZ	1-27-12 Date
ENRIQUE J TROCONIZ	Date
	Date
	Date
	2-10
	Date

## Exhibit "A"

Loan Number: 0032339731

Property Address: 7542 W FERNBUSH CIR, MAGNA, UT 84044

Legal Description: LOT 120, EVERGREEN FARMS PHASE 1 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

## Loan Modification Agreement Schedule A

Name of Borrower(s): ENRIQUE J TROCONIZ Loan Number: 0032339731

NEW PRINCIPAL BALAN	CE		\$107,569.06
BALLOON LOAN DISCLO	SURES (if applicable)		
Amortizing Amount			\$107,569.06
Deferment Amount			\$0.00
Total Balloon Payment*			\$0.00
* The Balloon Payment is subject	et to change if your loan contains a	variable rate feature.	
ITEMIZATION OF AMOU	NT DUE	Deferred Amount	Total Amount Due
Delinquent/Unpaid Interest	From		
	То	\$0.00	\$3,470.94
Foreclosure Attorney Fees \$0.00		\$0.00	\$84.76
Delinquent Taxes/Unpaid Inst	irance	\$0.00	\$1,171.49
TOTALS		\$0.00	\$4,727.19
	Borrower Contribution		\$0.00
Mortgage Insurance Contribution		\$0.00	
Total Deferred Amount		\$0.00	
	Amount towards 1st payment du	ie	\$0.00
Total Amount Capitalized			\$4,727.19
New Principal and Interest	Payment Effective: ** March 1,	2012	\$513.55
Monthly Tax Payment***			\$154.72
Monthly Insurance Payment ***			\$79.58
Monthly Mortgage Insurance Payment			\$41.89
Total Payment			\$789.74
	rate feature, your monthly principal	and interest payment is subject to change based o	on the terms of the Note and
Modification Agreement.			
includes estimated amount for	the monthly escrow payment (which	is subject to change).	

**DESCRIPTION OF TOTAL** 

Current Principal Balance

Total Amount Capitalized

Borrower Initials here:

AMOUNT DUE

\$102,841.87