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8/7/2014 3:17:00 PM \$24.00
Book - 10251 Pg - 3685-3692
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN MTG SERVICES
BY: eCASH, DEPUTY - EF 8 P.

This Document Prepared By:
MATTHEW LOWERY
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715
(800) 416-1472

When Recorded Mail To:
FIRST AMERICAN TITLE
ATTN: LMTS
P.O. BOX 27670
SANTA ANA, CA 92799-7670

Tax/Parcel No. 15-29-353-031-0000

[Space Above This Line for Recording Data]
Original Principal Amount: \$121,754.00
Unpaid Principal Amount: \$113,959.45
New Principal Amount \$97,747.06
New Money (Cap): \$0.00
FHA/VA Loan No.: [REDACTED]
FHA Case No.: 703 521-7018554
~~MERS Min: 1000113 0010985003-1~~
~~MERS Phone #: (888) 679-6377~~ 5

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this 7TH day of MARCH, 2014, between MANUEL E. CANAS, AN UNMARRIED PERSON ("Borrower"), whose address is 3913 W ROCKWOOD WAY G, WEST VALLEY CITY, UTAH 84120 and WELLS FARGO BANK, N.A. ("Lender"), whose address is 3476 STATEVIEW BLVD, MAC# X7801-03K, FORT MILL, SC 29715 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, tel. (888) 679-6377. MERS amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated MARCH 31, 2009 and recorded on APRIL 3, 2009 in BOOK 9706 PAGE 2669, SALT LAKE COUNTY, UTAH, and (2) the Note, in the original principal amount of U.S. \$121,754.00, bearing the same date as, and secured by, the Security Instrument, which has been assigned MERS Registration No. 1000113-0010985003-1 and MERS Registration Date DECEMBER 4, 2013, and which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 3913 W ROCKWOOD WAY G, WEST VALLEY CITY, UTAH 84120 the real property described is located in SALT LAKE COUNTY, UTAH and being set forth as follows: 5

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

Wells Fargo Custom HUD-HAMP Loan Modification Agreement
03062014_258
First American Mortgage Services

Page 1

708 

Ent 11894056 BK 10251 PG 3685

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. Borrower agrees that certain amounts owed will not be capitalized, waived, or addressed as part of this Agreement, and will remain owed until paid. These amounts owed are referenced in the Cover Letter to this Agreement, which is incorporated herein, and are to be paid with the return of this executed Agreement. If these amounts owed are not paid with the return of this executed Agreement, then Lender may deem this Agreement void.
2. As of, **APRIL 1, 2014** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$97,747.06**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$0.00** 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. **This Unpaid Principal Balance has been reduced by the contemporaneous HUD Partial Claim amount of \$16,212.39. This agreement is conditioned on the proper execution and recording of this HUD Partial Claim.**
3. 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 **4.5000%**, from **APRIL 1, 2014**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$495.27**, beginning on the **1ST** day of **MAY, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **APRIL 1, 2044** (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.
4. 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.

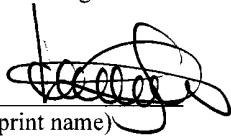
If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails 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.

5. The 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.
6. 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.

7. 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.
8. 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.
9. If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure

In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

By Lemane Workineh Gutema  04-16-14
Vice President Loan Documentation (print name) Date
(title)

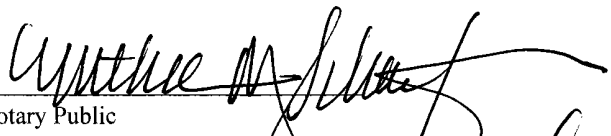
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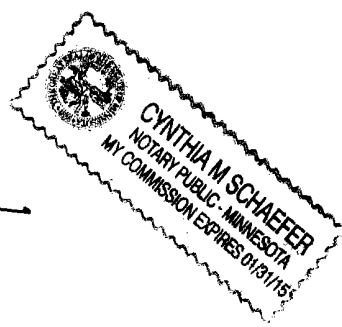
LENDER ACKNOWLEDGMENT

STATE OF MN COUNTY OF Dakota

The instrument was acknowledged before me this 4.16.2014 by
Lemane Workineh Gutema the

Vice President Loan Documentation of WELLS FARGO BANK, N.A.,
a Vice President Loan Documentation, on behalf of said company.


Notary Public
Printed Name: Cynthia M. Schaefer
My commission expires: Jan 31 2015



THIS DOCUMENT WAS PREPARED BY:
MATTHEW LOWERY
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715

Mortgage Electronic Registration Systems, Inc.

5

Mortgagee

By _____

Date _____

[Space Below This Line for Acknowledgments]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____, the _____ of Mortgage Electronics Registrations Systems, Inc., a _____, on behalf of said entity.

Notary Public

Printed Name: _____

My commission expires: _____

**THIS DOCUMENT WAS PREPARED BY:
MATTHEW LOWERY
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715**



In Witness Whereof, I have executed this Agreement.

[Signature]
Borrower: MANUEL E. CANAS

3/15/14
Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

_____ [Space Below This Line for Acknowledgments] _____

BORROWER ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 3-15-2014 by MANUEL E. CANAS (person acknowledging, title or representative capacity, if any).

(Seal)

[Signature]
Notary Public

Printed Name: Jason Merrill

My commission expires: 08-17-2014



EXHIBIT A

BORROWER(S): MANUEL E. CANAS, AN UNMARRIED PERSON

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

ALL OF LOT 31, BUILDING 3913, CONTAINED WITHIN WILDWOOD COVE, P.U.D., AS SAID LOT IS IDENTIFIED IN THE PLAT OF SAID DEVELOPMENT, RECORDED IN SALT LAKE COUNTY, UTAH, JUNE 1, 1998, AS ENTRY NO. 6980020, IN BOOK 98-6P, AT PAGE 127, AND IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED IN SALT LAKE COUNTY, UTAH, ON JUNE 1, 1998, AS ENTRY NO. 6980021, IN BOOK 7994, AT PAGE 645, OF OFFICIAL RECORDS. TOGETHER WITH A RIGHT AND EASEMENT OF USE AND ENJOYMENT IN AND TO THE COMMON AREAS DESCRIBED, AND AS PROVIDED FOR, IN SAID DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, WHICH INCLUDE, WITHOUT LIMITATION, AN EASEMENT FOR VEHICULAR INGRESS AND EGRESS OVER AND ACROSS SAID COMMON AREAS TO AND FROM SAID LOT AND 4000 WEST STREET, A PHYSICALLY OPEN AND LEGALLY DEDICATED PUBLIC STREET.

ALSO KNOWN AS: 3913 W ROCKWOOD WAY G, WEST VALLEY CITY, UTAH 84120

Date: **MARCH 7, 2014**

Loan Number: (scan barcode)

Lender: **WELLS FARGO BANK, N.A.**

Borrower: **MANUEL E. CANAS**

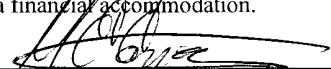
Property Address: **3913 W ROCKWOOD WAY G, WEST VALLEY CITY, UTAH 84120**

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.


Borrower
MANUEL E. CANAS

3/15/14
Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date