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1/5/2015 4:45:00 PM \$40.00
Book - 10286 Pg - 9277-9282
Gary W. Ott
Recorder, Salt Lake County, UT
INDECOMM GLOBAL SERVICES
BY: eCASH, DEPUTY - EF 6 P.

After Recording Return To:
Mortgage Services
PO Box 5449
Mount Laurel, NJ 08054
Return to Phone: 877-766-8244

This Document Prepared By:
PHH Mortgage Corporation
PO Box 5449
Mount Laurel, NJ 08054
Tuyet Tran, Specialist
1-877-766-8244

Parcel ID Number:
21-17-357-005-0000

_____[Space Above This Line For Recording Data]_____
Original Recording Date: **August 20, 2010** Loan No: **0063053037**
Original Loan Amount: **\$140,082.00** FHAVA Case Number: **521-7736968-703**
Original Lender Name: **AXIOM FINANCIAL, LLC**

RESPA

Prepared Date: October 23, 2014

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 23rd day of October, 2014, between **JESSIE R OLIPHANT AND JENNIFER OLIPHANT FKA JENNIFER BRADY, HUSBAND AND WIFE** whose address is **6175 SOUTH 3920 WEST, TAYLORSVILLE, UT 84118** ("Borrower") and **PHH Mortgage Corporation** which is organized and existing under the laws of **New Jersey**, and whose address is **1 Mortgage Way, Mt. Laurel, NJ 08054** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **August 19, 2010** and recorded in **Book/Liber 9851**, Page **1257-1265**, Instrument No: **11015233**, 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
6175 S 3920 WEST, TAYLORSVILLE, UT 84118,

(Property Address)

the real property described being set forth as follows:



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HUD MODIFICATION AGREEMENT

Loan No: **0063053037**

8300h 01/14



* 4 9 0 6 8 + 1 4 *

(page 1 of 5)

See Exhibit "A" attached hereto and made a part hereof;

ASSIGNMENT FROM MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC AS NOMINEE FOR AXIOM FINANCIAL, LLC TO PHH MORTGAGE CORPORATION. -REC: 06/06/14 BK: 10236 PG: 2501 INSTR# 11861207

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 **August 1, 2014**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$133,237.62**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$1,798.57** 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 **4.500%**, from **August 1, 2014**. Borrower promises to make monthly payments of principal and interest of U.S. **\$675.10**, beginning on the **1st** day of **September, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **August 1, 2044** (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:
 - (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



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HUD MODIFICATION AGREEMENT

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* 4 9 0 6 8 + 1 4 *

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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.



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HUD MODIFICATION AGREEMENT

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[Signature] (Seal)
JESSIE R OLIPHANT -Borrower

[Signature] (Seal)
JENNIFER OLIPHANT FKA JENNIFER BRADY -Borrower

_____ [Space Below This Line For Acknowledgments] _____

STATE OF UTAH, SALT LAKE County ss :

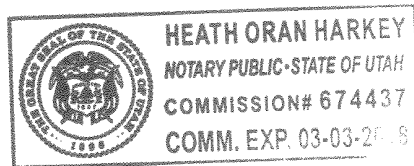
The foregoing instrument was subscribed and sworn to and acknowledged before me, a Notary Public this 2ND day of November, 2014 by JESSIE R OLIPHANT and JENNIFER OLIPHANT FKA JENNIFER BRADY.

My commission expires: 3-3-2018

[Signature]
Signature of Notary

Murray
Residing at

Origination Company: PHH Mortgage Corporation
NMLSR ID: 2726



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HUD MODIFICATION AGREEMENT
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8300h 01/14



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PHH Mortgage Corporation

By: _____ (Seal) - Lender

Name: _____
Title: **JOSHUA DAWSON, ASST. V.P.**

12/8/14
Date of Lender's Signature

_____ [Space Below This Line For Acknowledgments] _____

State of New Jersey, County of Burlington

On 12/8, 2014, before me, KAREN L. GORDON
(please print name)

a Notary Public in and for said State, personally appeared
JOSHUA DAWSON, ASST. V.P.

_____ of the
Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the
individual whose name is subscribed to the within instrument and acknowledged to me that they executed
the same in their capacity, and that by their signature on the instrument, the individual, or the person upon
behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

Notary Public of New Jersey
My Commission expires: 3/22/17

Karen L. Gordon
Notary Public of New Jersey
My Commission Expires 3/22/2017



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HUD MODIFICATION AGREEMENT

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LOAN # 0063053037

EXHIBIT A

Escrow No. **322-5317497 (CS)**

A.P.N.: **21-17-357-005-0000**

LOT 531, THE HORIZON PHASE 5, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.