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This Document Prepared By:  
Tianni Agnew  
NATIONSTAR MORTGAGE LLC  
8950 CYPRESS WATERS BLVD  
COPPELL, TX 75019  
888-480-2432

Parcel ID Number: 15-29-277-015

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_  
Original Recording Date: **March 25, 2009** Loan No: **604714303**  
Original Loan Amount: **\$217,490.00** Investor Loan No: **202009929**  
FHA Case No.: **5216976910703**



110041935



REF123319728A

**RESPA**

**LOAN MODIFICATION AGREEMENT**

This Loan Modification <sup>Deceased</sup> Agreement ("Agreement"), made this 20th day of September, 2016, between **TUU SEMELI and ~~MAFATINI M. SEMELI~~** whose address is **3286 W BROOKWAY DR, SALT LAKE CITY, UT 84119** ("Borrower") and **NATIONSTAR MORTGAGE LLC** which is organized and existing under the laws of **The United States of America**, and whose address is **8950 CYPRESS WATERS BLVD, COPPELL, TX 75019** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **March 16, 2009** and recorded in Book/Liber **9701, Page 5806, Instrument No: 10656189** and recorded on **March 25, 2009**, of the Official Records of **SALT LAKE County, UT** 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

**3286 WEST BROOKWAY DRIVE, SALT LAKE CITY, UT 84119,**

(Property Address)

the real property described being set forth as follows:

**THE FOLLOWING DESCRIBED PROPERTY LOCATED IN SALT LAKE COUNTY, STATE OF UTAH:  
LOT 10, SUNRISE POINTE PHAST 1, ACCORDING TO THE OFFICIAL PLAT THEREOF AS  
RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as



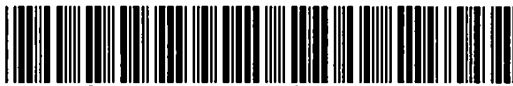
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HUD MODIFICATION AGREEMENT  
8300h 11/12



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follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **October 1, 2016**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$159,252.90**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest 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 **3.750%**, from **October 1, 2016**. Borrower promises to make monthly payments of principal and interest of U.S. **\$737.53**, beginning on the **1st** day of **November, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **October 1, 2046** (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 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



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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.
- 8. In the event of any action(s) arising out of or relating to this Agreement or in connection with any foreclosure action(s) dismissed as a result of entering into this Agreement, if permitted by applicable law, I will remain liable for and bear my own attorney fees and costs incurred in connection with any such action(s).
- 9. Borrower understands that the mortgage insurance premiums on the Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which the borrower may request cancellation of mortgage insurance may change as a result of the New Principal Balance.

Tuu Semeli  
TUU SEMELI -Borrower

Date: 10-26-16

Deceased  
~~MAFATIN M. SEMELI~~ -Borrower TS

Date: \_\_\_\_\_

\_\_\_\_\_ [Space Below This Line For Acknowledgments] \_\_\_\_\_

STATE OF UTAH, Salt Lake County ss :

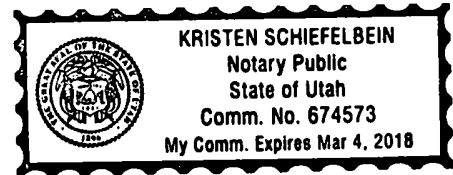
The foregoing instrument was subscribed and sworn to and acknowledged before me, a Notary Public this

26 day of October, 2016 by TUU SEMELI and MAFATIN M. SEMELI. KS

My commission expires: 3-4-18

Kristen Schiefelbein  
Signature of Notary

1702 N 1360 W Clinton UT 84015  
Residing at



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**NATIONSTAR MORTGAGE LLC**

By: Tiffani Agnew (Seal) - Lender  
Name: Tiffani Agnew  
Title: Assistant Secretary

10-28-16  
Date of Lender's Signature

[Space Below This Line For Acknowledgments]

The State of TX  
County of Dallas

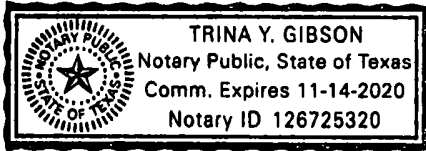
Before me Trina Y Gibson /Notary Public (name/title of officer) on this day personally appeared Tiffani Agnew, the Assistant Secretary of Nationstar Mortgage LLC (known to me) or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 28<sup>th</sup> day of October, A.D., 2016.

Trina Y Gibson  
Signature of Officer

Notary Public  
Title of Officer

My Commission expires : 11-14-16



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