12927174 1/31/2019 12:26:00 PM \$21.00 Book - 10749 Pg - 5803-5808 RASHELLE HOBBS Recorder, Salt Lake County, UT INGEO SYSTEMS BY: eCASH, DEPUTY - EF 6 P.

After Recording Return To:

RUTH RUHL, P.C.

Attn: Recording Department

12700 Park Central Drive, Suite 850

Dallas, Texas 75251

PIN: 16-18-406-010 [Space Above This Line For Recording Data]

Loan No.: 1434951644

Investor Loan No.: 0869561456 MERS No.: 100121403600123242

LOAN MODIFICATION AGREEMENT

(To a Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement ("Agreement"), made this 24th day of August, 2018, between Ambur Mathews, an unmarried woman

("Borrower/Grantor")

MERS Phone: 1-888-679-6377

and Mountain America Federal Credit Union, whose address is 1 Corporate Drive, Suite 360, Lake Zurich, Illinois 60047

("Lender/Grantee"),

("MERS")("Beneficiary"), and Mortgage Electronic Registration Systems, Inc. amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Timely , granted or assigned to Mortgage Electronic Payment Rewards Rider, if any, dated July 14th, 2014 Registration Systems, Inc. as beneficiary of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded on July 18th, 2014 , in Book/Liber , Instrument No. 11883227 10246 , Page 4038 , Official Records of County, Utah , and (2) the Note, bearing the same date as, and secured by, Salt Lake the Security Instrument, which covers the real and personal property described in said Security Instrument and defined therein as the "Property," located at 451 East Blaine Avenue, Salt Lake City, Utah 84115

UTAH LOAN MODIFICATION AGREEMENT (To a Fixed Interest Rate)—Single Family—Freddie Mac UNIFORM INSTRUMENT

Form 5161

3/04 (rev. 06/18) (page 1 of 6 pages)

Loan No.: 1434951644

the real property described being set forth as follows:

THE EAST 16 2/3 FEET OF LOT 49 AND THE WEST 16 2/3 FEET OF LOT 50, AVONDALE PARK, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

Tax Serial Number: 16-18-406-010

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. <u>Current Balance</u>. As of October 1st, 2018, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$133,123.62.
- 2. <u>Interest Rate</u>. 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 4.750%, beginning September 1st, 2018, both before and after any default described in the Note. The yearly rate of 4.750% will remain in effect until principal and interest is paid in full.
- 3. <u>Monthly Payments and Maturity Date</u>. Borrower promises to make monthly payments of principal and interest of U.S. \$620.03, beginning on the 1st day of October, 2018, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on September 1st, 2058, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
- 4. <u>Place of Payment</u>. Borrower must make the monthly payments at 1 Corporate Drive, Suite 360, Lake Zurich, Illinois 60047 or such other place as Lender may require.
- 5. <u>Partial Payments</u>. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
- 6. <u>Property Transfer</u>. 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.

Loan No.: 1434951644

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 given in accordance with Section 15 of the Security Instrument, 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 this Security Instrument without further notice or demand on Borrower.

- 7. <u>Compliance with Covenants.</u> 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.
- 8. <u>Bankruptcy.</u> 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 agreement 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 where 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.

In Witness Whereof, Lender and Borrower have executed this Agreement.

10 · 4 · 18	Ambur Mathews (Seal) -Borrower
Date	(Seal)
Date	(Seal) -Borrower
Date	(Seal) _Borrower

Loan No.: 1434951644

BORROWER ACKNOWLEDGMENT

State of <u>LIT</u> §	
County of Salt Lake \$	
On this 4th day of Octob	er, a Notary Public in and for said state, personally appeared
Ambur Mathews	, a ready t acres in and to all a brace, parameter, appearance
known to me to be the person who executed the with executed the same for the purpose therein stated.	in instrument, and acknowledged to me that he/she/they
(Seal)	anette Mortensen
ANOTHE MONTENERS	Notary Signature Anette Mortensen
My Commission Expires on: October 16, 2021	Type or Print Name of Notary
Constn. Number: \$97279 is	Notary Public, State of <u>Utah</u>
	My Commission Expires: /0/14/2021

Loan No.: 1434951644	
10-15-18	
-Date	
Vountain America Federal Credit Julion -Lender	
By: Vedt Manual Printed/Typed Name: Keith Manson Its: Vice President	
(Corporate Seal, if applicable)	
LENDER ACK	NOWLEDGMENT
State of Illinois § County of Lake § On this 15 day of 0 to 0	JOIS, before me, a Notary Public in and for said state, personally VICE Presiders
Mountain America Federal Credit Union	, Lender,
personally known to me to be the person who executed acknowledged to me that he/she/they executed the same	the within instrument on behalf of said entity, and
(Seal)	gmy Mind &
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	Emily Mendez  Notary Signature
OFFICIAL SEAL EMILY MENDEZ	Type or Print Name of Notary
NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:07/24/22	Notary Public, State of
***************************************	My Commission Expires: 07-24-22
ACKNOWLEDGMENT (UTAH)	Page 5 of 6

Loan No.: 1434951644	
10.17.18 -Date	
Mortgage Electronic Registration Systems, Inc. as nominee for Lender, its successors and -MERS assigns	
By:	
Printed/Typed Name: Bettina Honold	
Its: Assistant Secretary	
(Corporate Seal, if applicable)  MERS ACKNO	OWLEDGMENT
State of Illinois §  County of Lake §	
On this day of	a Notary Public in and for said state, , Assistant Secretary of Mortgage Electronic Registration assigns, personally known to me to be the person who and acknowledged to me that he/she/they executed the same
(Scal)  OFFICIAL SEAL  DAYNA JONES  NOTARY PUBLIC - STATE OF ILLINOIS  MY COMMISSION EXPIRES:08/27/19	DAYNA JONES  Type or Print Name of Notary  Notary Public, State of  My Commission Expires: 8 2 19
ACKNOWLEDGMENT (UTAH)	Page 6 of 6