

Prepared By: Traci Helton
Caliber Home Loans, Inc.
13801 Wireless Way
Oklahoma City, OK 73134
405-608-2440
Traci.Helton@Caliberhomeloans.com

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7/16/2019 1:29:00 PM \$40.00
Book - 10803 Pg - 9148-9161
RASHELLE HOBBS
Recorder, Salt Lake County, UT
INGEO SYSTEMS
BY: eCASH, DEPUTY - EF 14 P.

Loan No.: 9703882317

FHA Home Affordable Modification Agreement with Partial Claim

Borrower(s): Jose A Ruano

County of Salt Lake

State of Utah

See Exhibit A

The agreement herewith tendered for recording does not secure a re-loan or re-advance or new loan except the indebtedness secured by the previously recorded mortgage:

Original Mortgage: MERS, Mortgage Electronic Registration Systems, Inc. as nominee for Caliber Home Loans, Inc , in the principal amount \$ 245,471.00 recorded on 06/22/2017, Instrument Number: 12560927, Book No.: N/A, Page No.: N/A.

Mortgage of record ("Mortgagee"): Mortgage Electronic Registration Systems, Inc., "MERS" (solely as nominee for Lender and Lender's successors and assigns). 1818 Library Street Suite 300 Reston, VA. 20190

Min: 100820965096647102

MERS Phone: 1-888-679-6377

PREMISES ARE OR WILL BE IMPROVED BY 1-2 FAMILY DWELLING ONLY

See Exhibit A

Parcel ID: 08-35-403-056

Cover Page for Recording Purpose's only

Requested By and
When Recorded Return To:
Loan Modification Solutions
3220 El Camino Real
Irvine, Ca 92602
800-934-3124

~~Return To:~~ Caliber Home Loans, Inc.
13801 Wireless Way
Oklahoma City, OK 73134

FHA Home Affordable Modification Agreement With Partial Claim

Lender

Caliber Home Loans, Inc.
13801 Wireless Way
Oklahoma City, OK 73134

Borrower

JOSE A. RUANO
936 W 200 N
SALT LAKE CITY, UT 84116-3316

Nominee

Mortgage Electronic Registration Systems, Inc. ("*MERS*"). *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 (888) 679-MERS.

MIN: 100820965096647102

Date of first lien mortgage, deed of trust, or security deed ("*Mortgage*") and Note ("*Note*"): June 20, 2017

Property Address ("*Property*"):

936 W 200 N
SALT LAKE CITY, UT 84116-3316

Note: If more than one Borrower or Mortgagor is executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.



The real property described being set forth as follows: The legal description to the Property may be attached to this Agreement by the Servicer if required.

Date: June 6, 2019

Loan Number: 9703882317

FHA Case Number: 5219693077703

If my representations and covenants in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("*Agreement*") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the First Lien Note secured by the Mortgage. The Mortgage and First Lien Note together, as they may previously have been amended, are referred to as the "*Loan Documents*". Except for "*Subordinate Note*" and "*Subordinate Security Instrument*", capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return the Subordinate Note, Subordinate Security Instrument, and two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. **My Representations and Covenants.** I certify, represent to Lender, covenant and agree:
 - A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents or my default is imminent, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future.
 - B. One of the borrowers signing this Agreement, the Subordinate Note, and the Subordinate Security Instrument lives in the Property as a principal residence, and the Property has not been condemned.
 - C. There has been no impermissible change in the ownership of the Property since I signed the Loan Documents. A permissible change would be any transfer that the Lender is required by law to allow, such as a transfer to add or remove a family member, spouse or domestic partner of the undersigned in the event of a death, divorce or marriage.
 - D. I have provided documentation for **all** income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the FHA Home Affordable Modification Program (the "*Program*").
 - E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct.
 - F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so.
 - G. I have made or will make all payments required under a trial period plan.



2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

- A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct or any covenant in Section 1 has not been performed, the Loan Documents will not be modified, this Agreement will terminate, and the Subordinate Note and Subordinate Security Instrument will not be in effect. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents.
- B. I understand that the Loan Documents will not be modified unless and until (i) the Lender accepts this Agreement by signing and returning a copy of it to me, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. **The Modification.** If my representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on June 1, 2019 (the "*Modification Effective Date*") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a trial period plan, this modification will not take effect. The first modified payment will be due on July 1, 2019.

- A. The Maturity Date will be: June 1, 2049.
- B. The current Total Outstanding Balance of my loan includes all unpaid principal and amounts that will be past due as of the Modification Effective Date. The current Total Outstanding Balance of my First Lien Note includes unpaid principal, unpaid and deferred interest, fees, escrow advances and other costs, but excludes unpaid late charges, and is less any amounts paid to the Lender but not previously credited to my Loan. The current Total Outstanding Balance of my loan is \$241,086.11.
- C. \$62,480.77 of the Total Outstanding Balance will be included in the amount of a Subordinate Note ("*Subordinate Note*") and I will not pay interest or make monthly payments on this amount. To reduce my mortgage payment, Lender will defer (pay down) \$57,750.49 of principal included in the Subordinate Note.
- D. The Total Outstanding Balance less the amount of the Subordinate Note, or \$178,605.34, will be the New Principal Balance of my First Lien Note. Interest at the rate of 4.750% will begin to accrue on the New Principal Balance as of June 1, 2019 and the first new monthly payment on the New Principal Balance will be due on July 1, 2019. My payment schedule for the modified Loan is as follows:



Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
30	4.75%	06/01/2019	\$931.69	\$374.72 May adjust periodically	\$1,306.41 May adjust periodically	07/01/2019	360

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 3.D. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step or simple interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified Loan will be the minimum payment that will be due each month for the remaining term of the Loan. My modified Loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest being added to the outstanding principal balance.

- E. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- F. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.D.
- G. I agree to pay in full the Subordinate Note and any other amounts still owed under the Loan Documents by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay all amounts due and owing under the First Lien Note, including any subsequent modifications to the First Lien Note, or (iii) the new Maturity Date set forth in Section 3.A above.

4. **Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, the Subordinate Note, and the Subordinate Security Instrument, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower



are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.

- B. That this Agreement, the Subordinate Note, and the Subordinate Security Instrument shall supersede the terms of any modification, forbearance, trial period plan or other workout plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, the Subordinate Note, and the Subordinate Security Instrument with all covenants, agreements, and requirements of the Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. **Funds for Escrow Items.** I will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "*Funds*") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "*Escrow Items.*" I shall promptly furnish to Lender all notices of amounts to be paid under this Section 4.D. I shall pay Lender the Funds for Escrow Items unless Lender waives my obligation to pay the Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, I shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "*covenant and agreement*" is used in the Loan Documents. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and I shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, I shall pay to Lender all Funds, and in such amounts, that are then required under this Section 4.D.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("*RESPA*"), and (b) not to exceed the maximum amount a lender can



require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay me any interest or earnings on the Funds. Lender and I can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide me, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to me for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to me any Funds held by Lender.

- E. That the Loan Documents as modified by this Agreement are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed. The Loan Documents constitute a first lien on the Property and are in no way prejudiced by this Agreement.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, the Subordinate Note, and the Subordinate Security Instrument, remain in full force and effect; nothing in this Agreement or the Subordinate Note, or the Subordinate Security Instrument shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Subordinate Note, and the Subordinate Security Instrument, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. Lender shall not exercise this option



if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me 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 I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.

- H. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the *Garn St. Germain Act*, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- I. That, as of the Modification Effective Date, if any provision in the First Lien Note or in any addendum or amendment to the First Lien Note allowed for the assessment of a penalty for full or partial prepayment of the First Lien Note, such provision is null and void.
- J. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and notwithstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.
- K. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the FHA Home Affordable Modification.
- L. That Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the trial period plan and this Agreement by Lender to (i) the U.S. Department of the Treasury, (ii) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (iii) any investor, insurer,




guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (iv) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (v) any HUD certified housing counselor.

M. That if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the First Lien Note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the First Lien Note. All documents the Lender requests of me under this Section 4.M. shall be referred to as "Documents". I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.


N. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage loan.

Borrower


JOSE A. RUANO
06/27/2019
Date
Seal

Lender

Caliber Home Loans, Inc.


JUL 03 2019
Date
Seal
Robin Brooks Sr. Loss Mitigation Analyst



Mortgage Electronic Registration Systems, Inc. ("MERS")

Robin Brooks

JUL 03 2019

Robin Brooks, Assistant Secretary

[Signature]
MERS - Nominee for Lender

06/27/2019
Date

Acknowledgment

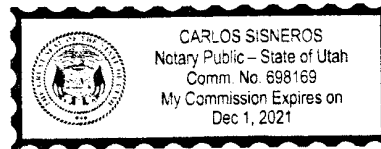
State of Utah

County of Salt Lake

On this 27 day of June, in the year 2019, before me, Jose A Ruano a notary public, personally appeared JOSE A. RUANO, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to in this document, and acknowledged he/she/they executed the same.

[Signature]
Notary Public

Carlos Sisneros
(Print Name)



Acknowledgment

State of ~~Utah~~ Oklahoma

County of ~~Salt Lake~~ Oklahoma

On this 3rd day of July, in the year 2019, before me, Traci Helton a notary public, personally appeared Robin Brooks Sr. Loss Mitigation Analyst of Caliber Home Loans, Inc., proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to in this document, and acknowledged he/she/they executed the same.

[Signature]
Notary Public

Traci Helton
(Print Name)



FHA Case Number: 5219693077703

Servicer Loan Number: 9703882317



State of Oklahoma

County of Oklahoma

On the 3rd day of July in the year 2019 before me, the undersigned, a Notary Public in and for the said state, personally appeared Robin Brooks, Assistant Secretary Mortgage Electronic Registration Systems, Inc. ("MERS"), personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Signature: _____

Traci Helton

Printed Name: Traci Helton, Notary Public

Borrower(s) and notary must sign all documents on the same day. Borrower(s) cannot sign any other documents prior or after the notary date. (Revised 8/27/14)

STAMP SEAL BELOW

Modification Due On Transfer Rider

THIS MODIFICATION DUE ON TRANSFER RIDER, effective June 1, 2019, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by JOSE A. RUANO (the "Borrower") and Caliber Home Loans, Inc. (the "Lender") covering the Property described in the Loan Modification Agreement located at:

936 W 200 N, SALT LAKE CITY, UT 84116-3316

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:


A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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.


B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

Borrower


JOSE A. RUANO _____ 06/27/2019
Date

Lender

Caliber Home Loans, Inc.


Robin Brooks Sr. Loss Mitigation Analyst _____ JUL 03 2019
Date

GSE Loan Number: 5219693077703

Servicer Loan Number: 9703882317



Exhibit A (Legal Description)

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF SALT LAKE, STATE OF UTAH:

**BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, BLOCK 69, PLAT "C", SALT LAKE CITY SURVEY; AND RUNNING
THENCE NORTH 330 FEET; THENCE EAST 49.5 FEET; THENCE SOUTH 159 FEET; THENCE EAST 1 1/2 FEET; THENCE
SOUTH 171 FEET; THENCE WEST 51 FEET TO THE POINT BEGINNING.**

08-35-403-056