

13036010
7/25/2019 8:32:00 AM \$40.00
Book - 10807 Pg - 969-974
RASHELLE HOBBS
Recorder, Salt Lake County, UT
RICHMOND MONROE GROUP
BY: eCASH, DEPUTY - EF 6 P.

WHEN RECORDED RETURN TO
RICHMOND MONROE GROUP/BBLN MOD
82 JIM LINEGAR LN
BRANSON WEST, MO 65737
Ref#: 0005320000002620

This document prepared by:
Select Portfolio Servicing, Inc.
Andrea Cordova
3217 S Decker Lake Dr
Salt Lake City, UT 84119
801-313-2214

Tax Serial Number of Parcel 2820178023

[Space Above This Line For Recording Data]

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **1st** day of **April, 2019**, between **NICOLE R. BROCK JOHNSON** ("Borrower") and **Select Portfolio Servicing, Inc.** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **December 18, 2007**, in the amount of **\$243,000.00** and recorded on **December 20, 2007** in Book, Volume, or Liber No. **9550**, at Page **4949** (or as Instrument No. **10305189**), of the **Official** (Name of Records) Records of **Salt Lake, UTAH** (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

989 EAST SANDCREST DR, SANDY, UT 84094
(Property Address)

the real property described being set forth as follows:

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

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 **May 1, 2019**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$257,794.25**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 **4.000%**, from **April 1, 2019**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,077.42**, beginning on the 1st day of **May, 2019**, and continuing thereafter on the same day of

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
The Compliance Source, Inc. Page 1 of 6

Form 3179 1/01 (rev. 4/14)
23703UT 10/01 Rev. 03/17
©2001-2017, The Compliance Source, Inc.



each succeeding month until principal and interest are paid in full. The yearly rate of 4.000% will remain in effect until principal and interest are paid in full. If on **April 1, 2059** (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 this 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 this 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.

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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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. Borrower understands and agrees that:

- a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any



- c) 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.
- d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- e) 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 which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

By checking this box, Borrower also consents to being contacted by text messaging ☐

 (Seal)
 _____ -Borrower
NICOLE R. BROCK JOHNSON

_____ (Seal)
 _____ -Borrower

Form 3179 1/01 (rev. 4/14)
23703UT 10/01 Rev. 03/17
©2001-2017, The Compliance Source, Inc.

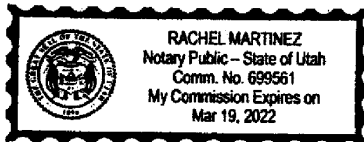


ACKNOWLEDGMENT

State of Utah
County of Salt Lake

§
§
§

The foregoing instrument was acknowledged before me this 4/18/19 by
NICOLE R. BROCK JOHNSON.



[Signature]
Signature of Person Taking Acknowledgment

Rachel Martinez
Printed Name

MEO
Title

Residing at: South Jordan

My Commission Expires: March 19 2022

(Seal)



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
Select Portfolio Servicing, Inc.

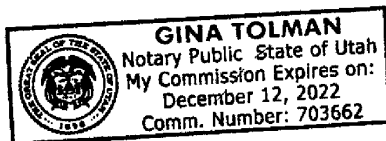
By: [Signature] **Shantel Mota-Harmon** **JUL 11 2019**
Document Control Officer
-Lender Date of Lender's Signature

ACKNOWLEDGMENT

State of Utah §
County of Salt Lake §

On this 11th day of July 2019, personally appeared before me
Shantel Mota-Harmon Document Control Officer
whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly
sworn/affirmed, did say that he/she is a Document Control Officer of Select Portfolio Servicing, Inc.
and that said document was signed by him/her on behalf of said Corporation by Authority of its Bylaws, or
(Resolution of its Board of Directors,) and said Document Control Officer acknowledged to me
that said Corporation executed the same.

[Signature]
Signature of Notary Public
Gina Tolman



(Seal)

Printed Name

Residing at: Salt Lake County, UT

My Commission Expires: 12-12-2022



EXHIBIT A

BORROWER(S): NICOLE R. BROCK JOHNSON

LOAN NUMBER: 0023834799

LEGAL DESCRIPTION:

STATE OF UTAH, COUNTY OF SALT LAKE, AND DESCRIBED AS FOLLOWS:

**LOT 235, HAWKWOOD ESTATES PHASE II, ACCORDING TO THE OFFICIAL PLAT THEREOF ON
FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.**

Tax Serial Number of Parcel: 2820178023

ALSO KNOWN AS: 989 EAST SANDCREST DR, SANDY, UT 84094

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
The Compliance Source, Inc.

Page 6 of 6

Form 3179 1/01 (rev. 4/14)
23703UT 10/01 Rev. 03/17
©2001-2017, The Compliance Source, Inc.

