3/2/2020 10:29:00 AM \$40.00
Book - 10903 Pg - 9067-9069
RASHELLE HOBBS
Recorder, Salt Lake County, UT
Utah Housing Corp.
UTAH HOUSING CORPORTION
2479 South Lake Park Blvd.
West Valley, UT 84120

Attn. Josh Arnold <u>FHA Case No. 521-8892786</u> <u>MIN: 1000849 0044140087 4</u> <u>MERS Phone # 1-888-679-6377</u>

## UTAH HOUSING CORPORATION LOAN MODIFICATION AGREEMENT

13206531

This Loan Modification Agreement ("Agreement"), is made and entered into this 25 day of February 2020 by and between VANESSA ROBINSON and RUBEN LEMUS AMAYA, Joint Tenancy, hereinafter referred to as "Borrower(s)", whose address is 3195 SOUTH MARCREST DRIVE WEST VALLEY CITY, Utah 84128 and Utah Housing Corporation, hereinafter referred to as "Lender".

## WITNESSETH:

On or about May 21, 2014 the Borrower(s) did make, execute, and deliver to Bank of Utah, a Utah Corporation, who did transfer its interest therein to the Lender, a certain promissory note, ("Note"), (or, in the case of assumptions, an assumption agreement) in the amount of \$173,302.00 with interest thereon at the rate of 4.050% per annum, payable in consecutive monthly installments beginning with the first installment due July 1, 2014, of \$832.37 principal and interest with the final installment of the indebtedness, if not sooner paid, due and payable on June 1, 2044.

For the purpose of securing the payment of said Note, the Borrower(s) did make, execute, and deliver to Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for **Bank of Utah**, a **Utah Corporation** as Beneficiary, that certain Deed of Trust bearing the date of **May 21, 2014**, conveying to the Trustee therein named the following described real property, situated in the County of **Salt Lake**, State of Utah, to-wit:

## LOT 424, SETTLERS POINT SUBDIVISION PHASE 4, ACCORDING TO THE OFFICAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER. TAX ID# 14-26-330-004

Which Deed of Trust was duly recorded in the office of the recorder of said County and State, on May 22, 2014 as Entry No: 11853707 hereinafter referred to as "Trust Deed".

There is now due and owing upon the aforesaid Note the principal sum of \$155,745.16 and the Borrower(s) desires a modification of the terms of payment thereof, to which the Lender is agreeable to the terms and conditions hereinafter stated.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto that the indebtedness remaining unpaid on said Note, as secured by the Trust Deed, including principal, interest and any accrued fees, in the amount of \$159,815.30 with interest at the rate of 3.875% per annum continuing to accrue hereon shall be payable in monthly installments of \$751.51 (plus such amounts as may be necessary for escrows for insurance and taxes) commencing on March 1, 2020, and continuing on the first day of each month thereafter until paid, except that, if not sooner paid, the final payment of principal and interest shall be due and payable February 1, 2050, hereinafter referred to as "Maturity Date". Pursuant to the terms of the original Note, if any monthly installment not paid when due and remains unpaid after a date specified by a notice to the Borrower(s), the entire principal amount outstanding and accrued interest thereon and fees shall at once became due and payable at the option of the Lender. The date specified by a notice to the Borrower(s), shall not be less than 30 days from the date such notice is mailed.

Except as herein modified in the manner and on the terms and conditions hereinabove stated, said Note and Trust Deed shall be and remain in full force and effect, with all the terms and conditions of which the Lender does agree to comply in the same manner and to the same extent as though the provisions thereof were in all respects incorporated herein and made a part of this agreement. The Trust Deed is unmodified by this Agreement, shall continue to secure the amounts owed under the Note and this Agreement and shall retain its original priority

IN WITNESS WHEREOF, the Lender has hereunto set their hand and the Lender has caused these presents to be executed on its behalf by its duly authorized representative this day and year first hereinabove written.

		"BORROWER(S)"  January John Market State of the Control of the Con
	"B	ORROWER(S)"
STATE OF UTAH	) ) ss	
COUNTY OF Salt Lake On this 26 day of Fee a notary public, personally apperson(s) whose name(s) (is/	ppeared VANESSA ROBI (are) subscribed to in this de	nr 2020, before me NSON, proved on the basis of satisfactory evidence to be the ocument, and acknowledged (he/she/they) executed the same.
	Notary Public - State of Utah OSHUA C. ARNOLD Comm. #705787 My Commission Expires June 17, 2023	Notary Public  "LENDER"  By:  Jonathan Hanks, Sr. VP & COO
		"LENDER"
STATE OF UTAH COUNTY OF SALT LAKE	) ) ss E )	
On this 2 day of Mo Jonathan Hanks, proved on document, and acknowledged	the basis of satisfactory ev	ar 2020, before me <b>Josh Arnold</b> , a notary public, personally appeared ridence to be the person(s) whose name(s) (is/are) subscribed to in this e same.
	otery Public - State of Utah OSHUA C. ARNOLD Comm. #705787 My Commission Expires June 17, 2023	Notary Public

Except as herein modified in the manner and on the terms and conditions hereinabove stated, said Note and Trust Deed shall be and remain in full force and effect, with all the terms and conditions of which the Lender does agree to comply in the same manner and to the same extent as though the provisions thereof were in all respects incorporated herein and made a part of this agreement. The Trust Deed is unmodified by this Agreement, shall continue to secure the amounts owed under the Note and this Agreement and shall retain its original priority

IN WITNESS WHEREOF, the Lender has hereunto set their hand and the Lender has caused these presents to be

executed on its behalf by its duly authorized representative this day and year first hereinabove written.  "BORROWER(S)"  RUBEN LEMUS AMAYA	JC
"BORROWER(S)"	•
STATE OF UTAH ) ) ss COUNTY OF Salt Lake )	
On this 29 day of February, in the year 2020, before me a notary public, personally appeared RUBEN LEMUS AMAYA, 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.	۰,
Notary Public - State of Utah JOSHUA C. ARNOLD Comm. #705787 My Commission Expires June 17, 2023  By:  Jonathan Hanks, Sr. VP & COO "LENDER"	
STATE OF UTAH ) ) ss COUNTY OF SALT LAKE )	
On this 2 day of March, in the year 2020, before me Josh Arnold, a notary public, personally appeare Jonathan Hanks, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to in the document, and acknowledged (he/she/they) executed the same.	d is
Notary Public - State of Utah  JOSHUA C. ARNOLD  Comm. #705787  My Commission Expires  June 17, 2023  Notary Public	