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07/10/2020 04:37 PM \$40.00
Book - 10977 Pg - 4492-4494
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: JLA, DEPUTY - MA 3 P.

When Recorded Return To:
Mountain America Federal Credit Union
Mortgage Department
7167 South Center Park Drive
West Jordan, Utah 84084

FIXED RATE LOAN MODIFICATION AGREEMENT

This Fixed Rate Loan Modification Agreement ("Agreement"), made this 18th day of June, 2020, between Mark McNees and Jennifer McNees ("Borrowers"), and Mountain America Credit Union ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated March 4, 2019, and recorded as Entry Number 12944029 Book- 10757 Pg- 8216-8234.

Records of Salt Lake County, State of Utah, and (2) the Note and "Rider to Note for Construction Phase" 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 4479 West Maegan Nicole Lane, Riverton, Utah 84065 the real property described being set forth as follows:

SEE ATTACHED LEGAL DESCRIPTION.

Tax serial Number: 27-31-100-034

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):

The first paragraph of the "Security Instrument" (Mortgage, Deed of Trust or Deed to Secure Debt) is amended and supplemented as follows:

Borrower owes Lender the principal sum of Nine Hundred Thirty-Five Thousand Dollars and 00/100 (U.S. \$935,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on July 1, 2050.

Paragraph 1 of the Note is amended and supplemented as follows:

1. **BORROWER'S PROMISE TO PAY:**

In return for a loan that I have received, I promise to pay U.S. \$935,000.00 (this amount is called "principal"), plus interest, to the order of the Lender.

Paragraph 2 of the Note is amended and supplemented as follows:

2. INTEREST

I will pay interest at a yearly rate of 4.00%.

Paragraph 3 of the Note is amended as follows:

PAYMENTS

I will make my monthly payments on the first day of each month beginning on August 1st, 2020. If on July 1, 2050, I still owe amounts under the Note, I will pay those amounts in full on that date, which is called my "Maturity Date".

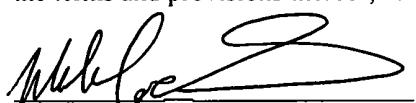
My monthly payment will be in the amount of U.S. \$4,463.83.

Paragraph 2 of the Rider to Note for Construction Phase is amended as follows:

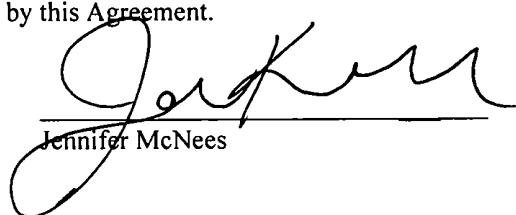
2. INTEREST DURING CONSTRUCTION PHASE:

During the first N/A month(s) of the loan, interest will be charged to me on the monies advanced in accordance with my draw schedule. I will be charged interest only, at the rate of N/A percent per annum on the monies advanced.

Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note, Rider to Note for Construction Phase, and/or Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.



Mark McNees



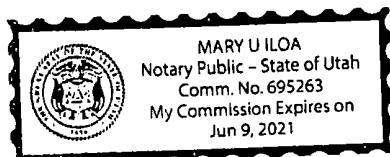
Jennifer McNees

(Space Below This Line For Acknowledgments) _____

STATE OF Utah
COUNTY OF Salt Lake

The foregoing instrument was subscribed and sworn to and acknowledged before me this 26 day of June 2020, by Mark McNees and Jennifer McNees.

My Commission Expires: June 9, 2021



Notary Public

Residing at: Herriman, UT 84096

EXHIBIT A
PROPERTY DESCRIPTION

Beginning at a point North 89°30'59" West 2784.82 feet and North 318.66 feet and West 332.32 feet from the East quarter corner of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence North 375.24 feet; thence West 124.41 feet; thence South 00°16'45" West 375.24 feet; thence East 126.23 feet to the point of beginning.

Tax Id No.: 27-31-100-034