

13329106
7/15/2020 9:12:00 AM \$40.00
Book - 10979 Pg - 4417-4422
RASHELLE HOBBS
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE INS - API
BY: eCASH, DEPUTY - EF 6 P.

This Document Prepared By:
TAMMIE RUFFIN
FLAGSTAR BANK, FSB
FAY 1601 FBJ FREEWAY
SUITE 150 FARMERS BRANCH, TX 75234
800-393-4887

When Recorded Mail To:
FIRST AMERICAN TITLE CO.
FAMS - DTO RECORDING
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707-9991

Tax/Parcel #: 26-36-411-008

_____[Space Above This Line for Recording Data]_____
Original Principal Amount: \$358,109.00 **FHA\VA Case No.: 703523-0160362**
Unpaid Principal Amount: \$350,266.50 **Loan No: 0504938359**
New Principal Amount: \$284,174.71
New Money (Cap): \$19,695.54

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this **22ND** day of **MAY, 2020**, between **SIONE HAVILI KINIKINI A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY** ("Borrower"), whose address is **5111 WEST SUMMERDALE DR, HERRIMAN, UTAH 84096** and **FAY SERVICING LLC, AUTHORIZED REPRESENTATIVE FOR FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA FLAGSTAR BANK**

("Lender"), whose address is **FAY 1601 FBJ FREEWAY SUITE 150, FARMERS BRANCH, TX 75234**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **JUNE 1, 2018** and recorded on **JUNE 4, 2018** in **BOOK 10680 PAGE 8203**, of the **OFFICIAL** Records of **SALT LAKE COUNTY, UTAH**, and (2) the Note bearing the same date as, and secured by, the

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Page 1

 0504938359

Ent 13329106 BK 10979 PG 4417

Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

5111 WEST SUMMERDALE DR, HERRIMAN, UTAH 84096

(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, **JUNE 1, 2020** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$284,174.71**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. **\$19,695.54**.
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 **3.7500%**, from **JUNE 1, 2020**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,316.06**, beginning on the **1ST** day of **JULY, 2020**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.7500%** will remain in effect until principal and interest are paid in full. If on **JUNE 1, 2050** (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 the 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 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.

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. **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 of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.**
- 6. 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 as 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.
- 7. Borrower agrees to make and execute other documents or papers as may be necessary 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.

In Witness Whereof I have executed this Agreement.


Borrower: SIONE KINIKINI

06/02/2020
Date

[Space Below This Line for Acknowledgments]

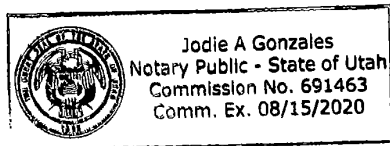
BORROWER ACKNOWLEDGMENT

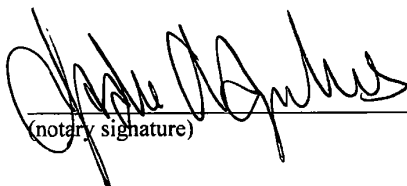
State of Utah)

County of Salt Lake^s

On this 2 day of June, in the year 20 20, before me, Jodie A. Gonzales, a notary public, personally appeared SIONE KINIKINI, proved on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ ~~(is/are)~~ subscribed to this instrument, and acknowledged ~~(he)~~~~/she/they~~ executed the same.

Witness my hand and official seal.

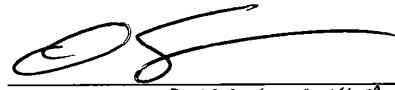



(notary signature)

(seal)

In Witness Whereof, the Lender has executed this Agreement.

FLAGSTAR BANK, FSB



By OMAR GOICOCHEA (print name)
FVP (title)

6/8/20

Date

_____[Space Below This Line for Acknowledgments]_____

STATE OF Texas
COUNTY OF Dallas

JUN 08 2020

The foregoing instrument was acknowledged before me this _____
by Omar Goicochea, the FVP of FLAGSTAR BANK,
FSB, a company, on behalf of said company.



Notary Public



Printed Name: Ben Allen Coleman

My commission expires: 1/3/2024

Drafted By:
FLAGSTAR BANK, FSB
FAY 1601 FBJ FREEWAY
SUITE 150 FARMERS BRANCH, TX 75234

EXHIBIT A

BORROWER(S): SIONE HAVILI KINIKINI A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY

LOAN NUMBER: 0504938359

LEGAL DESCRIPTION:

The land referred to in this document is situated in the CITY OF HERRIMAN, COUNTY OF SALT LAKE, STATE OF UTAH, and described as follows:

ALL OF LOT 4, HERRIMAN TOWNE CENTER POD 25 PHASE 3 SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, AND AS SHOWN ON PLAT RECORDED AUGUST 11, 2017, AS ENTRY NO. 12594408, BOOK 2017P, PAGE 206.

ALSO KNOWN AS: 5111 WEST SUMMERDALE DR, HERRIMAN, UTAH 84096