

Prepared By: Holly Wing
Caliber Home Loans, Inc.
13801 Wireless Way
Oklahoma City, OK 73134
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13918296 B: 11320 P: 7210 Total Pages: 10
03/24/2022 12:43 PM By: salvarado Fees: \$40.00
MODIF- MODIFICATION AGREEMENT
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: CALIBER HOME LOANS - LOSS MITIGATION
13801 WIRELESS WAY OKLAHOMA CITY, OK 73134

Loan No.: 9703882317

LOAN MODIFICATION AGREEMENT

**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. , its successors and assigns in the Original principal amount \$245,471.00 recorded on 6/22/2017, Instrument Number: 12560927, Book No.: 10570, Page No.: 2562.

Assignment: Caliber Home Loans, Inc., 13801 Wireless Way, Oklahoma 73134 recorded 4/20/2020 Instrument No. 13247053, Bk: 10929, Pg:6726

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

See Exhibit A

Parcel ID: 08-35-403-056-0000

Cover Page for Recording Purpose's only

FHA Case Number: 5219693077703

Servicer Loan Number: 9703882317

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

Loan Modification Agreement

(Providing for Fixed Interest Rate)

MERS Phone:

1-888-679-6377

MIN: 100820965096647102

This Loan Modification Agreement ("*Agreement*"), made this 1st day of March, 2022, between JOSE A RUANO ("*Borrower*") and Caliber Home Loans, Inc. ("*Lender*"), and Mortgage Electronic Registration Systems, Inc. ("*MERS*"), ("*Mortgagee*" or "*Beneficiary*"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "*Security Instrument*") dated August 5, 2020, and recorded in Book of Liber 10993, at page(s) 2218-2222, of the Official records of Salt Lake, Utah and (2) the Note ("*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

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

the real property described being set forth as follows:

FHA COVID-19 Recovery Modification
Wolters Kluwer Financial Services, Inc.

2022022522.1.0.4053-J20210727Y

9703882317
Form 3179 1/01 (rev. 4/14)
09/2021
Page 1 of 5



The legal description to the Property may be attached to this Agreement by the Servicer if required.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. The Borrower acknowledges that interest has accrued but not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$19,153.57, have been added to the indebtedness under the terms of the Note and Security Instrument. As of February 25, 2022, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$194,176.33, 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 2.250%, from March 1, 2022. Borrower promises to make monthly payments of principal and interest of U.S. \$742.23, beginning on April 1, 2022, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The new payment includes principal and interest of \$742.23 and escrow amount of \$437.03* for a "total payment" amount of \$1,179.26. The yearly rate of 2.250% will remain in effect until principal and interest are paid in full. If on March 1, 2052 (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.

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

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; and



(b) all terms and provisions of any adjustable rate rider, 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 property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (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) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the Mortgagee or Beneficiary of record under the Security Instrument and this Agreement.** 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, tel. (888) 679-MERS.
- (G) 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.



Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.


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

Borrower

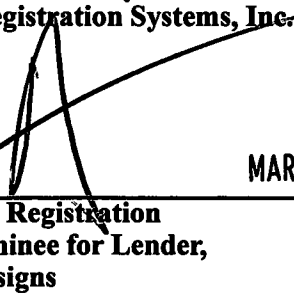

JOSE A RULANO 03/09/22
Date

Lender

Caliber Home Loans, Inc.


MAR 16 2022
Date
Aimee McHargue Loss Mitigation Manager

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


MAR 16 2022
Date
**Mortgage Electronic Registration
Systems, Inc., as nominee for Lender,
its successors and assigns**

Aimee McHargue, Assistant Secretary

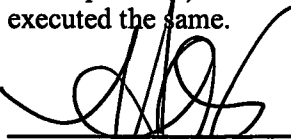


Acknowledgment

State of Utah

County of Salt Lake

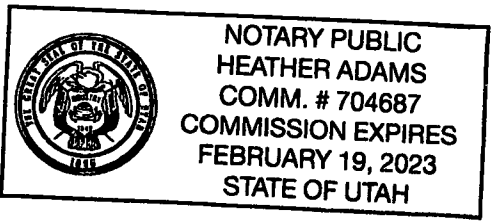
On this 9 day of March, in the year 2022, before me, Heather Adams a notary public, personally appeared JOSE A RUANO, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to in this document, and acknowledged he/she/they executed the same.



Notary Public

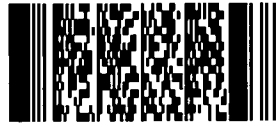
Heather Adams

(Print Name)



FHA Case Number: 5219693077703

Servicer Loan Number: 9703882317



State of Oklahoma

County of Oklahoma

On the 16th day of March in the year 2022 before me, the undersigned, a Notary Public in and for the said state, personally appeared Aimee McHargue, Loss Mitigation Manager, Caliber Home Loans, Inc., 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.

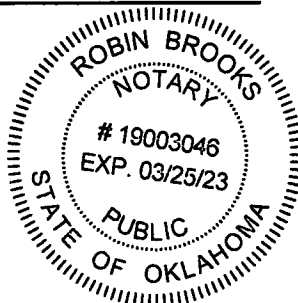
Notary Signature: _____



Printed Name: Robin Brooks, 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



State of Oklahoma

County of Oklahoma

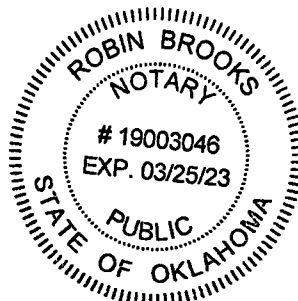
On the 16th day of March in the year 2022 before me, the undersigned, a Notary Public in and for the said state, personally appeared Aimee McHargue, Assistant Secretary Mortgage Electronic Registration Systems, Inc. ("MERS"), personally known to me or proved to me on the basis of satisfactory evidence 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: 

Printed Name: Robin Brooks, 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 March 1, 2022, 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:

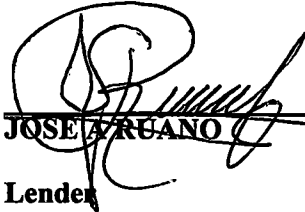
A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

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
03/09/2022
Date

Lender

Caliber Home Loans, Inc.


MAR 16 2022
Aimee McHargue Loss Mitigation Manager
Date

Investor Loan Number: 5219693070703

Servicer Loan Number: 9703882317



Exhibit A (Legal Description)

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