

14342282 B: 11548 P: 224 Total Pages: 11
01/31/2025 04:11 PM By: tpham Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: MORTGAGE CONNECT UTAH
600 CLUBHOUSE DRCORAOPOLIS, PA 151083195

Investor Loan # 0231779184

Recording Requested By:

Mr. Cooper
8950 Cypress Waters Blvd.
Coppell, TX 75019

After Recording Return To:

Mr. Cooper C/O:
Mortgage Connect, LP
Attn: Loan Mod Processing Team
600 Clubhouse Drive
Moon Township, PA 15108
APN/Tax ID: 26-36-411-008
Recording Number: 3361394

This document was prepared by Mr. Cooper, 8950 Cypress Waters Blvd. Coppell, TX 75019.

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Original Principal Amount: \$358,109.00

Unpaid Principal Amount: \$286,174.84

New Principal Amount: \$292,132.12

Loan Number: 738252303

FHA Case No.: 523-0160362703

Original Security Instrument recorded on Date 06/04/2018 in Book or Liber 10680, at page(s) 8203, and/or as Document/Instrument Number 12784083, in the Records of Salt Lake County, UTAH.

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") between **Sione Havili Kinikini, a married man, as his sole and separate property** whose address is 5111 WEST SUMMERDALE DR, HERRIMAN, UT 84096 ("Borrower" or "I") and **NATIONSTAR MORTGAGE LLC** whose address is 8950 Cypress Waters Blvd., Coppell, TX 75019 ("Lender"), is given on 01/07/2025, and amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), made by **Sione Havili Kinikini, a married man, as his sole and separate property** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS BENEFICIARY, AS NOMINEE FOR INSPIRE HOME LOANS INC., ITS SUCCESSORS AND ASSIGNS** for \$358,109.00 and interest, dated 06/01/2018 and recorded on Date 06/04/2018 in Book or Liber 10680, at page(s) 8203, and/or as Document/Instrument Number 12784083, in the Records of Salt Lake County, UTAH, and (2) the Note bearing the same date as and secured by the Security Instrument, which was entered into as security for the performance of the Note and encumbers the real and personal property described and defined in

¹If more than one Borrower or Mortgagor is executing this document, each is referred to as "Borrower" or "I." For purposes of this document, words signifying the singular (such as "Borrower" or "I") shall include the plural (such as "Borrowers" or "we") and vice versa where appropriate.

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the Security Instrument as the "Property," located at **5111 WEST SUMMERDALE DR HERRIMAN, UT 84096**. *See Exhibit A for Legal Description;*

Important Disclosures: The Federal Housing Administration ("FHA") requires that Lender provide you with information designed to help you understand the modified mortgage terms that are being offered to you. Lender is required to provide you with clear and understandable written information about the terms, costs, and risks of the modified mortgage in a timely manner to enable Borrower to make informed decisions. This information is included below. Please read it carefully.

If my representations in Section 1 below continue to be true in all material respects, then this Loan Modification Agreement ("Agreement") will, as set forth in Section 3 below, amend and supplement (1) the Mortgage, Deed of Trust, or Security Deed ("Security Instrument") on the Property and (2) the Note secured by the Security Instrument. The Security Instrument and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined here have the meaning given to them in the Loan Documents.

1. My Representations. I certify, represent to Lender, and agree as follows:

- A. I am experiencing a financial hardship that has negatively affected my income and/or my property. As a result, I am currently in default, or will be in default in the very near future, under the Loan Documents.
- B. I currently have sufficient income to support the financial obligations under the Loan Documents, as modified by this Agreement.
- C. Under penalty of perjury, any documents or information I may have provided to Lender in connection with qualifying for this particular FHA loan modification program ("Program") and this Agreement are to the best of my knowledge accurate and complete.
- D. Except as approved in writing by the FHA or Lender, there has been no change in the ownership of the Property after I signed the Loan Documents.

2. Acknowledgements and Preconditions to Modification. I understand and acknowledge that:

- A. As a precondition to receiving this proposed modification of the Loan Documents, I must accept and fully execute the required subordinate mortgage loan (also called a Partial Claim Note and Security Instrument). I have reviewed and approved the terms of such subordinate loan.
- B. Lender has no obligation to make any modification of the Loan Documents if any of the requirements under this Agreement have not been met.
- C. Prior to the Modification Effective Date (as defined in Section 3), if Lender determines that any of my representations in Section 1 are no longer true and correct, (1) the Loan



Documents will not be modified, (2) this Agreement will not be valid, and (3) Lender will have all of the rights and remedies provided by the Loan Documents.

D. The Loan Documents will not be modified unless and until (1) Lender approves this Agreement and (2) the Modification Effective Date (as defined in Section 3 below) has occurred.

3. **The Modification.** If all of my representations in Section 1 above continue to be true in all material respects and all preconditions to the modification set forth in Section 2 above have been met, the Loan Documents will automatically become modified on 03/01/2025 (the "Modification Effective Date") and all unpaid late charges, penalties, and fees that remain unpaid will be waived. If I have failed to make any payments that are a precondition to this modification, this modification will not take effect.

A. The new Maturity Date will be: 02/01/2065

B. As of the Modification Effective Date, the new principal balance of my Note will be \$292,132.12 (the "New Principal Balance"). In servicing your loan, the Lender may have incurred third-party fees or charges that were not included in the terms of this Agreement. If so, these fees and charges will appear on your monthly statement under "Fees and Charges." These fees and charges will not accrue interest or late fees. You may pay these fees and charges at any time. If not previously paid, you must pay these fees and charges at the earliest of (1) the date you sell or transfer an interest in the Property, (2) the date you pay the entire New Principal Balance, or (3) the Maturity Date.

C. I promise to pay the New Principal Balance, plus interest, to the order of Lender.

D. Interest at the fixed rate of 7.125% will begin to accrue on the New Principal Balance as of 02/01/2025 and my first new monthly payment on the New Principal Balance will be due on 03/01/2025. My fully amortizing payment schedule for the modified Loan is as follows:

Years	Interest Rate	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
40 years	7.125%	\$1,841.98	\$814.52, may adjust periodically	\$2,656.50, may adjust periodically	03/01/2025	480

* The escrow payments may be adjusted periodically in accordance with applicable law. Therefore, my total monthly payment may change accordingly.

The total monthly payment amount shown does not include the cost for any optional products that may be on the mortgage loan.



The terms in this Section 3.D. supersede any provisions to the contrary in the Loan Documents, including (but not limited to) provisions for an adjustable- or step-interest rate.

- E. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- F. The interest rate set forth in Section 3.D. above shall apply even in the event of default and if the Loan Documents permitted a default rate of interest.

4. Additional Agreements. Lender and I agree to the following:

- A. I accept the risks of entering into this Agreement. These risks include (but are not limited to):
 - (1) The subordinate lien will require a balloon payment when I pay off, sell, or refinance the Property, which may make these things more difficult to do. The subordinate lien may also make it more difficult to get additional subordinate lien financing.
 - (2) My modified loan will have a fixed interest rate that will not change. As a result, if the interest rate in my Loan Documents could go up and down based on changes in an index, my new fixed interest rate might sometimes be higher than I would have had before this modification.
- B. I authorize Lender to attach an Exhibit A to this Agreement, which will include a Legal Description, recording information of the original security instrument, and any other relevant information required by a County Clerk's Office (or other recordation office) to allow for recording if and when Lender seeks recordation.
- C. All persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (1) A borrower or co-borrower is deceased; or (2) Lender has waived this requirement. This Agreement may be executed in separate counterparts, each of which shall be deemed an original.
- D. This Agreement supersedes the terms of any modification, forbearance, trial period plan, or loan workout plan that I entered into with Lender before the Modification Effective Date of this Agreement.
- E. All terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect and I will comply, with all covenants, agreements, and requirements of the Loan Documents, including (but not limited to) my agreement to pay all taxes, insurance premiums, assessments, Escrow Items, impounds, and all other similar obligations, the amounts of which may periodically change in accordance with the terms of my Loan Documents. Except as otherwise specifically provided in, and as expressly modified by, this Agreement, Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.



- F. The Loan Documents are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- G. On and after the Modification Effective Date, Lender will allow the transfer and assumption of the Loan, including this Agreement, only as permitted under FHA guidelines. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- H. If any pending foreclosure action is dismissed or withdrawn as a result of entering into this Agreement, Borrower will remain liable for and bear his/her/their own fees and costs incurred in connection with such foreclosure proceedings, if permitted by applicable law.
- I. The mortgage insurance premiums on the loan, if applicable, may increase as a result of the capitalization and the date on which Borrower may request cancellation of mortgage insurance may change as a result of modifying the loan.
- J. Any Borrower who co-signed the Security Instrument but did not execute the Note (a "Co-signer") and has not assumed the debt: (a) is co-signing this Agreement only to acknowledge the Agreement; (b) is not personally obligated to pay the sums secured by the Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of the Note or the Security Instrument without the Co-signer's consent.
- K. On and after the Modification Effective Date, any provision in the Note (or in any addendum or amendment to the Note) that allowed for the assessment of a penalty for full or partial prepayment of the Note, is null and void. If I make a prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
- L. I will cooperate fully with Lender in obtaining any title endorsement(s) or similar title insurance product(s) and/or any subordination agreement(s) that are necessary or required by Lender's procedures and/or the Program to ensure that the Security Instrument, as modified by this Agreement, is in first lien priority position and is fully enforceable. The terms of this Agreement will not become effective, and this Agreement will be null and void, if Lender does not receive such title endorsement(s), title insurance product(s), and/or subordination agreement(s) on or before the Modification Effective Date.
- M. I know that I am only entitled to loss mitigation terms that comply with the Program. Therefore, if Lender discovers any error in the terms of this Agreement or in the required subordinate mortgage loan, I authorize the Lender to advise me of the error. If I do not accept the corrected terms, at Lender's option, this Agreement becomes void and of no legal effect. If I accept the corrected terms, I will execute and promptly return to Lender the revised and additional documents that will (1) consummate the intended terms and conditions of this Agreement and/or (2) correct the terms and conditions of this Agreement (a "Corrected Agreement"). If I do not sign and deliver a Corrected Agreement or any additional document required by Lender to comply with the Program,



the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I may not be eligible for the Modification.

- N. Lender may collect and record, as applicable, personal information about me, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity ("Personal Information"). In addition, I consent to the disclosure of my Personal Information and the terms of this Agreement by Lender to (1) any government entity that regulates Lender; (2) any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s); (3) companies that perform support services for FHA or Lender; and, (4) any HUD-certified housing counseling agency.
- O. If any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, I will comply with Lender's request to execute, acknowledge, initial, and deliver to Lender any documentation Lender deems necessary ("Replacement Documents"). If the original promissory note is replaced, Lender hereby indemnifies me against any loss associated with a demand on the original note. I will deliver the Replacement Documents within ten days after I receive Lender's written request for such replacement.
- P. If any Borrower under this Agreement is a confirmed successor in interest, you are not liable for the mortgage debt and cannot be required to use your assets to pay the mortgage debt unless you have agreed to assume the mortgage loan obligation under State law. However, the Lender has a security interest in the property and has a right to foreclose on the property, when permitted by law and authorized under the Note and Security Instrument.
- Q. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund any Escrow Items.
- R. Borrower will pay to Lender on the day payments are due under the Note and Security Instrument as amended by this Agreement, until the loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Note and Security Instrument; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Note and Security Instrument; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items.



Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Note and Security Instrument, as the phrase "covenant and agreement" is used in the Note and Security Instrument. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under the Note and Security Instrument and this Agreement and pay such amount and Borrower shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Note and Security Instrument, and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender and Borrower can agree in writing, however, that interest shall be paid on the Funds unless applicable law prohibits such agreement. Lender shall provide Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.



Upon payment in full of all sums secured by the Note and Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

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By SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

**Sign here to execute
Modification Agreement**

Sione Havili Kinikini
(Must be signed exactly as printed)

01/16/2025
Signature Date (MM/DD/YYYY)

[Space below this line for Acknowledgement]

STATE OF Utah COUNTY OF Salt Lake

On the 16 day of January in the year 2025 before me, the undersigned, Notary Public (or [] if an Online Notary Public), in and for said State, personally appeared by physical presence (or [] if by online notarization/use of audio/video communication technology) Sione Havili Kinikini, personally known to me or proved to me on the basis of satisfactory evidence of identification to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they voluntarily executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person or entity upon behalf of which the person or entity acted, executed the instrument for its stated purpose.

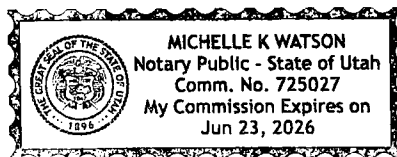
Personally Known _____ OR Type of Identification Produced: Drivers License

WITNESS my hand and official seal.

Michelle K Watson
(Signature)

Notary Public: Michelle K Watson
(Printed Name)

My commission expires: 6/23/26 (Notary Public Seal)
(Please ensure seal does not overlap any language or print)



DO NOT WRITE BELOW THIS LINE.

THIS SECTION IS FOR INTERNAL USE ONLY

Nationstar Mortgage LLC

By: Julian Nathaniel Lamb
Name: JULIAN NATHANIEL LAMB
Title: Assistant Vice President

Dated: 1-30-2025

[Space below this line for Acknowledgement]

STATE OF PENNSYLVANIA COUNTY OF ALLEGHENY

On the 30 day of JANUARY in the year 2025 before the undersigned Notary Public, personally appeared by physical presence JULIAN NATHANIEL LAMB, Assistant Vice President of Nationstar Mortgage LLC, personally known to me or proved to me on the basis of satisfactory evidence of identification to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they voluntarily executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person or entity upon behalf of which the person or entity acted, executed the instrument for its stated purpose.

Personally Known X OR Type of Identification Produced: _____

WITNESS my hand and official seal.

Rhonda Mae Shaffer Notary Signature

RHONDA MAE SHAFFER Notary Public Printed Name
(*exactly as printed on seal*)
12-23-2025 Notary Public Commission
Expiration Date

Commonwealth of Pennsylvania - Notary Seal
RHONDA MAE SHAFFER - Notary Public
Allegheny County
My Commission Expires December 23, 2025
Commission Number 1411555



EXHIBIT A

All that certain lot or piece of ground situated in Salt Lake COUNTY, UTAH.

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.

Being the same property as conveyed from Century Communities of Utah, LLC to Sione Havili Kinikini, a married man, as his sole and separate property as set forth in Deed Instrument #12784082 dated 05/30/2018, recorded 06/04/2018, Salt Lake County, UTAH.

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