

Investor Loan # 1740545194

14360709 B: 11557 P: 9060 Total Pages: 8
03/21/2025 08:29 AM By: EMehanovic Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: MORTGAGE CONNECT UTAH
600 CLUBHOUSE DRCORAOPOLIS, PA 151083195

Recording Requested By:

Valon Mortgage, Inc.
14647 S 50th St Suite A-150
Phoenix, AZ 85044

After Recording Return To:

Valon Mortgage, Inc. C/O:
Mortgage Connect, LP
Attn: Loan Mod Processing Team
600 Clubhouse Drive
Moon Township, PA 15108
APN/Tax ID: 22-22-478-005-0000
Recording Number: 3346461

This document was prepared by Valon Mortgage, Inc., 14647 S. 50th Street, Suite A-150, Phoenix, AZ 85044 (855) 218-3690.

Space Above This Line For Recording Data

Original Principal Amount: \$480,600.00
Unpaid Principal Amount: \$401,065.20
New Principal Amount: \$405,622.04

Loan Number: 9716553333

Original Security Instrument recorded on Date 10/27/2016 in Book or Liber 10493, at page(s) 1151, and/or as Document/Instrument Number 12399822, in the Records of Salt Lake County, UTAH.

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (“Agreement”) between **JONATHON LORD, MARRIED MAN** whose address is **6958 S SUNRISE HILLS C, COTTONWOOD HEIGHTS, UT 84121** (“Borrower” or “I”) and **SENECA MORTGAGE SERVICING LLC** whose address is **48 S MAIN ST STE 1, NEWTOWN, CT 06470** (“Lender”), is given on 02/24/2025, and amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the “Security Instrument”), made by **JONATHON LORD, MARRIED MAN** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (“MERS”) AS BENEFICIARY, AS NOMINEE FOR VERITAS FUNDING LLC, ITS SUCCESSORS AND ASSIGNS** for **\$480,600.00** and interest, dated **10/27/2016** and recorded on Date **10/27/2016** in Book or Liber **10493**, at page(s) **1151**, and/or as Document/Instrument Number **12399822**, 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 the Security Instrument as the “Property,” located at **6958 S SUNRISE HILLS C COTTONWOOD HEIGHTS, UT 84121**. *See Exhibit A for Legal Description.*



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 02/28/2025, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$405,622.04, 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 3.875%, from 03/01/2025. Borrower promises to make monthly payments of principal and interest of U.S. \$1,663.85, beginning on the 1st day of April, 2025, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.875% will remain in effect until principal and interest are paid in full. If on 03/01/2065 (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;
 - (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) 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;
- (g) 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;
- (h) The mortgage insurance premiums on the loan, if applicable, may increase and the date on which Borrower may request cancellation of mortgage insurance may change as a result of modifying the loan;



(i) 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.

6. 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.

7. 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.

8. 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.

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.



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**



Jonathon Lord

(Must be signed exactly as printed)

03 / 13 / 2025
Signature Date (MM/DD/YYYY)

[Space below this line for Acknowledgement]

STATE OF Utah COUNTY OF Salt Lake

On the 13 day of March 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) Jonathon Lord, 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: Driver's License

WITNESS my hand and official seal.


(Signature)

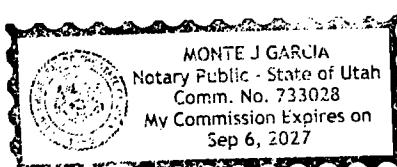
Notary Public: Monte J. Garcia

(Printed Name)

My commission expires: 09-06-2027

(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

Seneca Mortgage Servicing LLC

By: Mortgage Connect, L.P., Attorney-in-Fact for Valon Mortgage Inc., the authorized loan servicer on behalf of Seneca Mortgage Servicing LLC

By: Julie Chalmers
Name: Julie Chalmers
Title: Assistant Vice President

Dated: 03/20/2025

[Space below this line for Acknowledgement]

STATE OF PENNSYLVANIA COUNTY OF ALLEGHENY

On the 20 day of March in the year 2025 before the undersigned Notary Public, personally appeared by physical presence Julie Chalmers, of Mortgage Connect, L.P., Attorney-in-Fact for Valon Mortgage Inc., 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

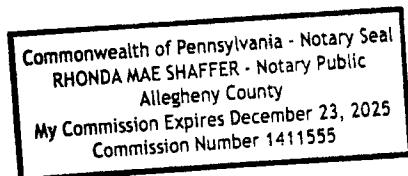


EXHIBIT A

All that certain lot or piece of ground situated in SALT LAKE COUNTY, UTAH.

Lot 5, SUNRISE HILLS SUBDIVISION, according to the official plat thereof recorded in the office of the Salt Lake County Recorder.

Tax Parcel No.: 22-22-478-005

Being the same property as conveyed from Gary R. Penrose and Julene C. Penrose, as trustees of The Gary R. Penrose Living Trust u/a/d April 30, 2001 and Julene C. Penrose and Gary R. Penrose, as trustees of The Julene C. Penrose Trust u/a/d April 30, 2001 to Jonathon Lord, married man as set forth in Deed Instrument #12399675 dated 10/26/2016, recorded 10/27/2016, SALT LAKE County, UTAH.

