

This Document Prepared By:
LATORIA JORDAN
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715
(800) 416-1472

ENT 19199 : 2014 PG 1 of 6
Jeffery Smith
Utah County Recorder
2014 Mar 24 12:06 PM FEE 20.00 BY SS
RECORDED FOR First American Title Insurance
ELECTRONICALLY RECORDED

When Recorded Mail To: #:8281499
First American Title 
Loss Mitigation Title Services 1079 12
P O Box 27670
Santa Ana, CA 92799
RE: ELY - PR DOCS

WHEN RECORDED, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING

Tax/Parcel No. 34:243:0009

[Space Above This Line for Recording Data] _____

Original Principal Amount: \$227,360.00

FHA/VA Loan No.: 

Unpaid Principal Amount: \$257,810.56

Loan No: (scan barcode)

New Principal Amount \$196,768.74

New Money (Cap): \$0.00

4829483)

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this 3RD day of JANUARY, 2014, between **GREGORY B ELY**, ("Borrower"), whose address is **1063 E 760 NORTH, OREM, UTAH 84097** and **WELLS FARGO BANK, N.A.** ("Lender"), whose address is **3476 STATEVIEW BLVD, MAC# X7801-03K, FORT MILL, SC 29715** amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **MARCH 4, 2008** and recorded on **MARCH 28, 2008** in **INSTRUMENT NO. 36240:2008, UTAH COUNTY, UTAH**, and (2) the Note, in the original principal amount of U.S. \$227,360.00, 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 **1063 E 760 NORTH, OREM, UTAH 84097**

the real property described is located in **UTAH COUNTY, UTAH** and being set forth as follows:

LOT 9, PLAT "A" ALTA ESTATES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER OF UTAH COUNTY, STATE OF UTAH, FILED FOR RECORD AS ENTRY NO. 63378 IN BOOK 6707 AT PAGE 80 OF OFFICIAL RECORDS.

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. Borrower agrees that certain amounts owed will not be capitalized, waived, or addressed as part of this Agreement, and will remain owed until paid. These amounts owed are referenced in the Cover Letter to this Agreement, which is incorporated herein, and are to be paid with the return of this executed Agreement. If these amounts owed are not paid with the return of this executed Agreement, then Lender may deem this Agreement void.
2. As of, **JANUARY 1, 2014** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$196,768.74**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$0.00** 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. **This Unpaid Principal Balance has been reduced by the contemporaneous HUD Partial Claim amount of \$61,041.82. This agreement is conditioned on the proper execution and recording of this HUD Partial Claim.**
3. 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 **3.2500%**, from **JANUARY 1, 2014**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$856.35**, beginning on the **1ST** day of **FEBRUARY, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JANUARY 1, 2044** (the "Maturity Date"), the 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.
4. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

5. The 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.
6. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower



is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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.

7. 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.

8. 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.

9. If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

By

Bao Kee Yang

Bao Kee Yang
Vice President Loan Documentation

(print name)
(title)

1-24-14

Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF MIN

COUNTY OF Dakota

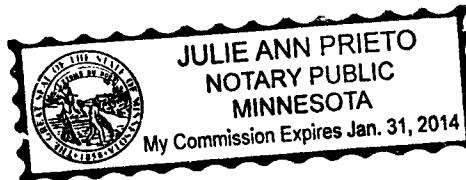
The instrument was acknowledged before me this 1/24/2014 by
Bao Kee Yang,
Vice President Loan Documentation of WELLS FARGO BANK, N.A.,
a Vice President Loan Documentation, on behalf of said corporation.

Julie Ann Prieto

Notary Public

Printed Name: Julie Ann Prieto

My commission expires: 1/31/2014



THIS DOCUMENT WAS PREPARED BY:

LATORIA JORDAN

WELLS FARGO BANK, N.A.

3476 STATEVIEW BLVD, MAC# X7801-03K

FORT MILL, SC 29715



In Witness Whereof, I have executed this Agreement.

Borrower: GREGORY B ELY

Borrower:

1-9-14

Date

Borrower:

Date

Borrower:

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF Utah
COUNTY OF Utah

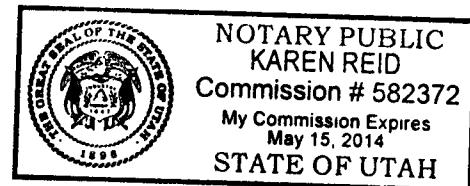
The foregoing instrument was acknowledged before me this 9th January 2014 by
GREGORY B ELY (person acknowledging, title or representative capacity, if any).

(Seal)

Karen Reid
Notary Public

Printed Name: Karen Reid

My commission expires: May 15, 2014



Date: JANUARY 3, 2014

Loan Number: (scan barcode)

Lender: WELLS FARGO BANK, N.A.

Borrower: GREGORY B ELY

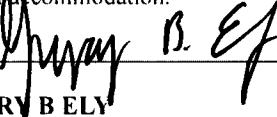
Property Address: 1063 E 760 NORTH, OREM, UTAH 84097

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.


Borrower
GREGORY B ELY

1-9-14

Date

Borrower

Date

Borrower

Date

Borrower

Date

Borrower

Date

Borrower

Date