

Modifcation Agreement Page 1 of 3
Russell Shirts Washington County Recorder
06/17/2016 12:55:00 PM Fee \$15.00 By FIRST
AMERICAN - TITLE

When Recorded Return To:

Mountain America Federal Credit Union
Mortgage Department
7181 South Campus View Drive
West Jordan, Utah 84084

FIXED RATE LOAN MODIFICATION AGREEMENT

This Fixed Rate Loan Modification Agreement ("Agreement"), made this 6TH day of June, 2016, between Kelly R Stapley and Deborah R Stapley ("Borrower"), and Mountain America Credit Union ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated September 28th, 2015, and recorded as DOC ID 20150034437 Page 1 of 18.

Records of Washington County, State of Utah, and (2) the Note and "Rider to Note for Construction Phase" 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 1502 West Winchester Drive, St. George, UT 84770, the real property described being set forth as follows:

SEET ATTACHED EXHIBIT "A".

Tax serial Number: WHS-3-214-SW

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):

The first paragraph of the "Security Instrument" (Mortgage, Deed of Trust or Deed to Secure Debt) is amended and supplemented as follows:

Borrower owes Lender the principal sum of Three Hundred Eighty-Four Thousand, Seven Hundred Fifty Dollars and 00/100 (U.S. \$384,750.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on July 1st, 2046.

Paragraph 1 of the Note is amended and supplemented as follows:

1. **BORROWER'S PROMISE TO PAY:**

In return for a loan that I have received, I promise to pay U.S. \$384,750.00 (this amount is called "principal"), plus interest, to the order of the Lender.

Paragraph 2 of the Note is amended and supplemented as follows:

2. INTEREST

I will pay interest at a yearly rate of 3.875%.

Paragraph 3 of the Note is amended as follows:

PAYMENTS

I will make my monthly payments on the first day of each month beginning on August 1st, 2016. If on July 1st, 2046, I still owe amounts under the Note, I will pay those amounts in full on that date, which is called my "Maturity Date".

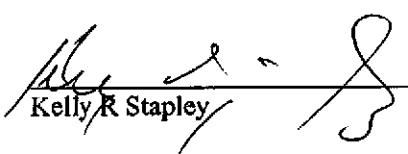
My monthly payment will be in the amount of U.S. \$1,809.24

Paragraph 2 of the Rider to Note for Construction Phase is amended as follows:

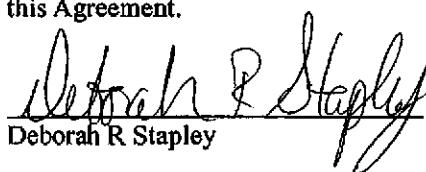
2. INTEREST:

During the first N/A month(s) of the loan, interest will be charged on unpaid principal. I will be charged interest only, at the initial rate of Prime + N/A percent per annum on the monies advanced.

Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note, Rider to Note for Construction Phase, and/or Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.



Kelly R. Stapley



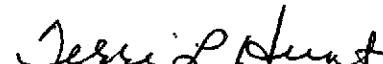
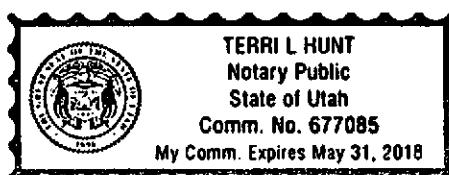
Deborah R. Stapley

(Space Below This Line For Acknowledgments)

STATE OF Utah
COUNTY OF Washington

The foregoing instrument was subscribed and sworn to and acknowledged before me this
14 day of June 2016, by Kelly R. Stapley and Deborah R. Stapley.

My Commission Expires: 05/31/18



Notary Public

Residing at: St. George Ut.

This Legal description is attached to that certain Trust Deed executed by Kelly R. Stapley and Deborah A. Stapley, Trustor(s), in favor of Mountain America Credit Union, Beneficiary

Order No. 183700 - KL
Tax I.D. No. WHS-3-214-SW

EXHIBIT "A"

Lot 214, WINCHESTER HILLS PHASE NO. 3 SUBDIVISION, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

LESS AND EXCEPTING a portion of said Lot 214, described as follows:

Beginning at the Northeast Corner of Lot 214 of the WINCHESTER HILLS PHASE NO. 3 SUBDIVISION, Washington County, Utah; thence South 05°04'23" East 74.47 feet along the lot line, thence North 50°03'36" West 12.77 feet; thence North 08°05'50" West 64.73 feet to the North line of said Lot 214; thence North 81°00'00" East 12.44 feet to the point of beginning.

Initials KL AS