

Agreement Page 1 of 4
Gary Christensen Washington County Recorder
10/06/2023 01:56:09 PM Fee \$40.00 By
PROSPECT TITLE INSURANCE

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**AGREEMENT FOR MODIFICATION, RE-AMORTIZATION, OR
EXTENSION OF A MORTGAGE**

This Agreement for Modification, Reamortization, or Extension of a Mortgage ("Agreement"), made this day of September, 2023, between Marylyn Black and Sherry A. Black ("Borrower") and Magnify Asset Investments, LLC, a Utah Limited Liability Company ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed ("Security Instrument") dated March 30, 2023 and recorded March 31, 2023 as Entry No. 20230008777 of the Official Records of the Washington County Recorder, State of Utah, (2) the Note, bearing the same date as, and secured by, the Security Instrument, and (3) prior extensions or modifications of the Note and Security Instrument, if any. The Note and Security Instrument, together with any prior extensions or modifications thereof, are referred to in this Agreement as the "Mortgage," and the Mortgage covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

1045 N Louis St. Hildale, Utah 84784,
(Property Address)

the real property described being set forth as follows:

All of Lot 9, Short Creek Subdivision #11, according to the Official plat thereof, on file and of record in the Washington County Recorder's Office, State of Utah.

HD-SHCR-11-9

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

1. Under the terms of the Mortgage, there remains unpaid as of the first day of the month in which this Agreement is made, the sum of U.S. \$ 158,000.00 of principal, \$ 4,740.00 of advances made by the Lender thereunder, aggregating a total sum of U.S. \$ 162,740.00 for which amount the Borrower is indebted to the Lender under the Mortgage.

2. Lender has accepted or will hereby accept from the Borrower the sum of U.S. \$ NA, which is to be applied to the unpaid principal balance (including advances, if any), and the sum of U.S. \$ NA, which is to be applied to the delinquent interest due on the principal balance (including advances, if any), each of which amounts shall be applied as of the date of this Agreement.
3. After application of the amounts provided by Borrower as described in paragraph 2, Borrower promises to pay to Lender U.S. \$ 162,740.00 ("Unpaid Principal Balance") plus interest on the Unpaid Principal Balance at the yearly rate of 14% from September 30, 2023. The interest rate Borrower will pay may change in accordance with the terms of the Mortgage. The amount of the Borrower's monthly payment of principal and interest is U.S. \$1,898.64, which amount shall be paid to Lender beginning on the 30th day of September, 2023. The amount of Borrower's monthly payment may change in accordance with the terms of the Mortgage. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full. If on March 30, 2024 ("Maturity Date"), Borrower still owes amounts under the Mortgage as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. All other terms of the existing note remain unchanged.

4. 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 Mortgage.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on Borrower.

5. Borrower also will comply with all other covenants, agreements, and requirements of the Mortgage, 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 Mortgage.

6. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Mortgage relating to default in the making of payments under the Mortgage shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Mortgage, shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Mortgage 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 Mortgage, 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 Mortgage 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 Mortgage.

(d) 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 Borrower.

Magnus Asset Investments, LLC (Seal)
- Lender

Marilyn Black (Seal)
- Borrower

By: [Signature]

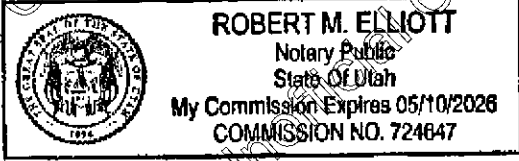
[Signature] (Seal)
Borrower

10-6-23
Date of Lender's Signature

[Space Below This Line For Acknowledgments]

STATE OF UTAH)
) :ss
COUNTY OF WASHINGTON)

On the 21 day of September, 2023, personally appeared before me Marylyn Black and Sherry A. Black the signers of the within instrument, who duly acknowledged to me that they executed same.



[Handwritten Signature]
Notary Public
My Commission Expires: 5-10-2026
Residing at: *Hildale, Utah*