



\*W2683435\*

After Recording Return To:  
Mortgage Services  
PO Box 5449  
Mount Laurel, NJ 08054  
Return to Phone: 877-766-8244

EN 2683435 PG 1 OF 7  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
22-APR-14 216 PM FEE \$22.00 DEP TDT  
REC FOR: INDECOMM HOLDINGS INC

This Document Prepared By:  
PHH Mortgage Corporation  
PO Box 5449  
Mount Laurel, NJ 08054  
HEATHER SCULL, SPECIALIST

1-877-766-8244

When Recorded Return To:

Indecomm Global Services  
2925 Country Drive  
St. Paul, MN 55117

Parcel ID Number: 090730009

79299723 [Space Above This Line For Recording Data]

Original Recording Date: July 02, 2007

Loan No: 0044662484

Original Loan Amount: \$132,905.00

Investor Loan No: 1704408214

Original Lender Name: AXIOM FINANCIAL, LLC

MIN Number: 100145400101287536

Prepared Date: November 15, 2013

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 15th day of November, 2013, between LAEL V BROWN ("Borrower") and PHH Mortgage Corporation, whose address is 1 Mortgage Way, Mt Laurel, NJ 08054 ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Beneficiary"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated June 28, 2007 and recorded in Instrument No: 2275217, of the Official Records (Name of Records) of Weber County, UT (County and State, or other Jurisdiction) and (2) the Note, 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

5307 S 3500 W, ROY, UT 84067,  
(Property Address)

the real property described being set forth as follows:

SEE ATTACHED EXHIBIT A

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 **January 1, 2014**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$127,020.24**, 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 **4.625%**, from **January 1, 2014**. Borrower promises to make monthly payments of principal and interest of U.S. **\$581.28**, 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. The yearly rate of **4.625%** will remain in effect until principal and interest are paid in full. If on **January 1, 2054** (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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

(b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the Beneficiary, of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

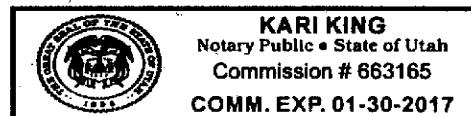
In Witness Whereof, the Lender and I have executed this Agreement.

Lael V. Brown \_\_\_\_\_ (Seal)  
LAEL V BROWN -Borrower

\_\_\_\_\_  
[Space Below This Line For Acknowledgments] \_\_\_\_\_  
STATE OF UTAH, Davis County ss :

The foregoing instrument was subscribed and sworn to and acknowledged before me, a Notary Public this  
17<sup>th</sup> day of Dec, 20 13 by LAEL V BROWN.

My commission expires: 01-30-2017  
Kari King  
Signature of Notary  
410 E 1700 S Clearfield UT 84015  
Residing at



PHH Mortgage Corporation

By: \_\_\_\_\_ (Seal) - Lender  
Name: CANDACE GALLARDO, ASST. V.P.  
Title: \_\_\_\_\_

Date of Lender's Signature 1/31/2014

[Space Below This Line For Acknowledgments] \_\_\_\_\_

State of New Jersey, County of Burlington

On 1/31, 2014, before me, Sherri Klish  
(please print name)

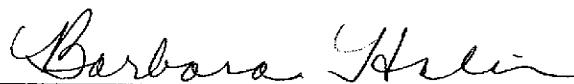
a Notary Public in and for said State, personally appeared  
CANDACE GALLARDO, ASST. V.P.

of the  
Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the  
individual whose name is subscribed to the within instrument and acknowledged to me that they executed  
the same in their capacity, and that by their signature on the instrument, the individual, or the person upon  
behalf of which the individual acted, executed the instrument.

Sherri Klish  
Notary Public

Sherri Klish  
Notary Public of New Jersey  
My Commission expires: 3/21/2017

SHERRI KLISH  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 3/21/2017



Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Title: **BARBARA HALIN, ASST. SECRETARY**

Name

Title \_\_\_\_\_  
Date of Signature: 1/31/2014 [Space Below This Line For Acknowledgments] \_\_\_\_\_  
State of New Jersey, County of Burlington SS.: \_\_\_\_\_

I CERTIFY that on 1/31/14  
**BARBARA HALIN, ASST. SECRETARY**

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

**BARBARA HALIN, ASST. SECRETARY**

(a) was the maker of the attached instrument;  
(b) was authorized to and did execute this instrument as \_\_\_\_\_  
of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. the entity named in this instrument; and;  
(c) executed this instrument as the act of the entity named in this instrument.

**SHERRI KLISH**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 3/21/2017

(Print name and title below signature)

Sherri Klish

Date 1/31/14

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**LN# 0044662484**

**County of Weber, State of Utah**

**PART OF LOT 7, IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 5  
NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A  
POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER, 40 RODS SOUTH OF THE  
NORTHEAST CORNER THEREOF; RUNNING THENCE SOUTH 62 FEET; THENCE  
WEST 454.47 FEET THENCE NORTH 62 FEET; THENCE EAST 454.47 FEET TO THE  
PLACE OF BEGINNING.**

Tax Serial Number: 09-073-0009 ✓ /  
5307 S. 3500 W.  
Roy [City], Utah 84067 [Zip Code] ("Property Address"):

which currently has the address of  
[Street]



\*U04615531\*

2676 3/14/2014 79299723/1