


This Document Prepared By:  
**ASHLEY KIRBY**  
U.S. BANK N.A.  
OWENSBORO, KY 42301  
(800) 365-7772

~~When recorded mail to: #9725408~~  
First American Title   
Loss Mitigation Title Services 12106.1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: BROOS - MOD REC SVC

Tax/Parcel No. 1201/0029

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Original Principal Amount: \$141,775.00  
Unpaid Principal Amount: \$138,345.59  
New Principal Amount \$144,839.90  
New Money (Cap): \$6,494.31

FHA\VA Case No.: 703 521-6663602  
MERS Min: 1001454 0010132830 6  
MERS Phone #: (888) 679-6377

APN #: 12-017-0029

## LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this **23RD** day of **DECEMBER, 2010**, between **JUSTIN L BROOS A SINGLE MAN** ("Borrower"), whose address is **191 ROSS DRIVE, CLEARFIELD, UTAH 84015** and **U.S. BANK N.A.** ("Lender"), whose address is **4801 FREDERICA ST, OWENSBORO, KY 42301** and given to Mortgage Electronic Registrations Systems, Inc. ("MERS") (solely as nominee for Lender, and Lender's successors and assigns), as beneficiary, 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 and a street address of 1901 E Voorhees Street, Suite C, Danville, IL 61834, tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **MAY 27, 2008** and recorded on **MAY 28, 2008** in **BOOK 4542 PAGE 1339, DAVIS COUNTY, UTAH**, and (2) the Note, in the original principal amount of U.S. **\$141,775.00**, bearing the same date as, and secured by, the Security Instrument, which has been assigned MERS Registration No. **1001454 0010132830 6** and MERS

Registration Date **MAY 30, 2008**, and which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at **191 ROSS DRIVE, CLEARFIELD, UTAH 84015** the real property described is located in **DAVIS COUNTY, UTAH** and being set forth as follows:

**ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF DAVIS, STATE OF UTAH, DESCRIBED AS FOLLOWS: ALL OF LOT 9, BLOCK 2, LAYTON PARK, CLEARFIELD CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF. APN: 120170029**

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, 2011** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$144,839.90**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$6,494.31** 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.
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 **4.5000%**, from **JANUARY 1, 2011**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$733.88**, beginning on the **1ST** day of **FEBRUARY, 2011**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JANUARY 1, 2041** (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.
3. 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.

4. 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.
5. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by**

entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

6. 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.
7. 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.

 BROOS  
50030618  
UT  
FIRST AMERICAN ELS  
MODIFICATION AGREEMENT  


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

In Witness Whereof, I have executed this Agreement.

Justin L. Broos  
Borrower: **JUSTIN L BROOS**

21 APR 2015  
Date

\_\_\_\_\_  
Borrower:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower:

\_\_\_\_\_  
Date

\_\_\_\_\_  
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**BORROWER ACKNOWLEDGMENT**

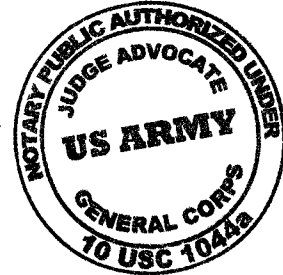
~~STATE OF UTAH~~ Kandahar Province  
~~COUNTY OF~~ Afghanistan

The foregoing instrument was acknowledged before me this 21 APRIL 2015 by  
**JUSTIN L BROOS**

[Signature]  
Notary Public

Printed Name: EVANS, AUBREY E, CPT, JA, US ARMY

My commission expires: n/a



Mortgage Electronic Registration Systems, Inc.

Mortgagee

By  
Jennifer Mattingly  
Assistant Secretary

04/27/2015  
Date

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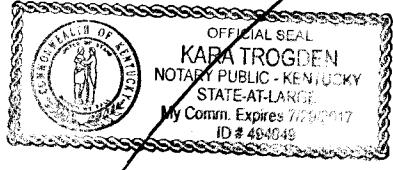
STATE OF KENTUCKY  
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 27<sup>th</sup> OF APRIL 2015  
by Jennifer Mattingly, the Assistant Secretary of Mortgage Electronics Registrations Systems, Inc., a  
Delaware corp, on behalf of said entity.

Kara Trogden  
Notary Public

Printed Name: Kara Trogden

My commission expires: 07/29/2017



**THIS DOCUMENT WAS PREPARED BY:**  
**ASHLEY KIRBY**  
**U.S. BANK N.A.**  
**4801 FREDERICA ST**  
**OWENSBORO, KY 42301**



In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.

By Jennifer Mattingly (print name)  
Mortgage Document Officer (title)

04/28/2015  
Date

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**LENDER ACKNOWLEDGMENT**

**STATE OF KENTUCKY**

**COUNTY OF DAVIESS**

The foregoing instrument was acknowledged before me this 28<sup>th</sup> OF APRIL 2015 by **JENNIFER MATTINGLY**, the **MORTGAGE DOCUMENT OFFICER** of **U.S. BANK N.A.**, a NATIONAL BANKING ASSOC on behalf of said national association.

Kara Trogden  
Notary Public

Printed Name: Kara Trogden  
My commission expires: 07/29/2017

