E# **2894255** PG 1 0F 2 Leann H. Kilts, WEBER COUNTY RECORDER 08-Dec-17 0242 PM FEE \$12.00 DB FEE \$12.00 DEP DAG REC FOR: UTAH HOUSING CORPORATION ELECTRONICALLY RECORDED

ENT 115136:2017 PG 1 0 F 2 Jeffery Smith Utah County Recorder 2017 Nov 21 09:32 AM FEE 12.00 BY BA RECORDED FOR Utah Housing Corporation ELECTRONICALLY RECORDED

UPON RECORDING MAIL TO: Utah Housing Corp. 2479 South Lake Park Blvd. West Valley, UT 84120 Attn. Josh Arnold

FHA Case No. 521-8882533 MIN: 1005627 0000032399 1

UTAH HOUSING CORPORATION

This Loan Modification Agreement ("Agreement"), is made and entered into this way of way of by and between Matthew Ryan Hedelius, a married man, hereinafter referred to as "Borrower(s)", whose address is 5521 S. 6300 W. Hooper, Utah 84315 and Utah Housing Corporation, hereinafter referred to as "Lender". WITNESSETH:

On or about May 19, 2014 the Borrower(s) did make, execute and deliver to Citywide Home Loans, a Utah Corporation, who did transfer its interest therein to the Lender, a certain promissory note, ("Note"), (or, in the case of assumptions, an assumption agreement) in the amount of \$153,174.00 with interest thereon at the rate of 4.250% per annum, payable in consecutive monthly installments beginning with the first installment due July 1, 2014, of \$ 753.52 principal and interest with the final installment of the indebtedness, if not sooner paid, due and payable on June 1, 2044.

For the purpose of securing the payment of said Note, the Borrower(s) did make, execute and deliver to Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Citywide Home Loans, a Utah Corporation as Beneficiary, that certain Deed of Trust bearing the date of May 19, 2014, conveying to the Trustee therein named the following described real property, situated in the County of Utah, State of Utah, to-wit: Weber

Part of the Southwest Quarter of Section 13, Township 5 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey: Beginning North 200.00 feet from the intersection of an existing fence line extended and the West line of 6300 West Street, said intersection being 2367.14 feet East 483.14 fee North of the Southwest corner of the Southwest Quarter of said Section 13, running thence West 200.5 feet; thence North 137.5 feet, more or less, to the South Line of 5500 South Street; thence East 200.5 feet along said South line to the West line of 6300 West Street; thence South 137.5, more or less, along said West line to the point of Beginning.

TAX ID# 10-015-0035

Which Deed of Trust was duly recorded in the office of the recorder of said County and State, on July 19, 2016 as Entry No:66127:2016 hereinafter referred to as "Trust Deed".

There is now due and owing upon the aforesaid Note the principal sum of \$147,437.33 and the Borrower(s) desires a modification of the terms of payment thereof, to which the Lender is agreeable to the terms and conditions hereinafter stated.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto that the indebtedness remaining unpaid on said Note, as secured by the Trust Deed, including principal, interest and any accrued fees, in the amount of \$115,802.09 with interest at the rate of 4.125% per annum continuing to accrue hereon shall be payable in monthly installments of \$ 561.23 (plus such amounts as may be necessary for escrows for insurance and taxes) commencing on January 1, 2018, and continuing on the first day of each month thereafter until paid, except that, if not sooner paid, the final payment of principal and interest shall be due and payable December 1, 2047, hereinafter referred to as "Maturity Date". Pursuant to the terms of the original Note, If any monthly installment not paid when due and remains unpaid after a date specified by a notice to the Borrower(s), the entire principal amount outstanding and accrued interest thereon and fees shall at once became due and payable at the option of the Lender. The date specified by a notice to the Borrower(s), shall not be less than 30 days from the date such notice is mailed.

Except as herein modified in the manner and on the terms and conditions hereinabove stated, said Note and Trust Deed shall be and remain in full force and effect, with all the terms and conditions of which the Lender does agree to comply in the same manner and to the same extent as though the provisions thereof were in all respects incorporated herein and made a part of this agreement. The Trust Deed is unmodified by this Agreement, shall continue to secure the amounts owed under the Note and this Agreement and shall retain its original priority.

(page 1 of 2)

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IN WITNESS WHEREOF, the Lender has hereunto set their hand and the Lender has caused these presents to be executed on its behalf by its duly authorized representative this day and year first hereinabove written.

"BORROWER(S)" Matthew Ryan Hedelius	
"BORROWER(S)"	
STATE OF UTAH)	i
SS.	
County of Webs.)	
On this 6 day of Normber 2017 before me, Public in and for said State, personally appeared Matthew Ryan Hedelius, proven to me to be the per are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the	son(s) whose name(s) same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day a certificate first above written.	and year in the
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COMMER MICKAY PENDERGAST NOTARY PUBLIC • STATE OF UTAH COMMISSION NO. 692344 COMM. EXP. 12/08/2020 "LENDER"	9
By:	
Jonathan Hanks, Sr. VP &	C00
"LENDER"	
STATE OF UTAH)	
County of SALT LAKE)	
On this	horized Agent for Utah
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day	
certificate first above written	
Notary Public NOTARY PILE	
JOSHUA C. ARNOLD Commission #583837 My Commission Expires June 17, 2019 State of Utah	LIC