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DAVIS COUNTY, UTAH RECORDER
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This Document Prepared By:

Ara Habibie
NATIONSTAR MORTGAGE LLC
8950 CYPRESS WATERS BLVD
COPPELL, TX 75019
888-480-2432

Parcel ID Number: 11-631-0140

[Space Above This Line For Recording Data]
Original Recording Date: **March 04, 2009** Loan No: **604373399**
Original Loan Amount: **\$371,153.00** FHA Case Number: **UT5216768334703**

RESPA



REF116995252A

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 7th day of April, 2016, between **JOHN J. CEDENO** and **WENDY REYNOLDS** whose address is **597 S 1425 W, LAYTON, UT 84041** ("Borrower") and **NATIONSTAR MORTGAGE LLC** which is organized and existing under the laws of **The United States of America**, and whose address is **8950 CYPRESS WATERS BLVD, COPPELL, TX 75019** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **March 03, 2009** and recorded in Book/Liber **4725**, Page **1751**, Instrument No: **2429409** and recorded on **March 04, 2009**, of the Official Records of **DAVIS County, UT** 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

597 SOUTH 1425 WEST, LAYTON, UT 84041,
(Property Address)

the real property described being set forth as follows:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF DAVIS, STATE OF UTAH: LOT 140, PHEASANT PLACE SUBDIVISION PHASE 1, LAYTON CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

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 **April 1, 2016**, the amount payable under the Note and the Security Instrument (the "Unpaid



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HUD MODIFICATION AGREEMENT
8300h 11/12



(page 1 of 4)

Principal Balance") is U.S. **\$351,105.38**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest 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 **4.000%**, from **April 1, 2016**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,676.23**, beginning on the **1st day of May, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **April 1, 2046** (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; 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.



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HUD MODIFICATION AGREEMENT
8300h 11/12



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(page 2 of 4)

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.

In the event of any action(s) arising out of or relating to this Agreement or in connection with any foreclosure action(s) dismissed as a result of entering into this Agreement, I will remain liable for and bear my own attorney fees and cost incurred in connection with any such action(s).


JOHN J. CEDENO -Borrower (Seal)


WENDY REYNOLDS -Borrower (Seal)

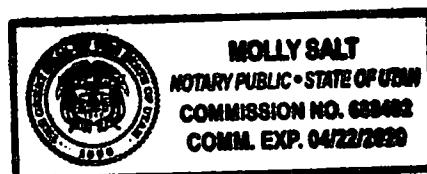
[Space Below This Line For Acknowledgments]

STATE OF UTAH, Davis County ss :

The foregoing instrument was subscribed and sworn to and acknowledged before me, a Notary Public this

23 day of May, 20 16 by **JOHN J. CEDENO and WENDY REYNOLDS.**

My commission expires: 4/21/2020
Molly Salt
Signature of Notary
Bountiful UT
Residing at



* 6 0 4 3 7 3 3 9 9 Y G O V *
HUD MODIFICATION AGREEMENT
8300h 11/12



(page 3 of 4)

NATIONSTAR MORTGAGE LLC

By: Azra Habibijah (Seal) - Lender
Name: Azra Habibijah
Title: Assistant Secretary

5/30/16

Date of Lender's Signature

[Space Below This Line For Acknowledgments]

The State of TX

County of Dallas

Before me Stacy Paredes /Notary Public (name/title of officer) on this day personally appeared Azra Habibijah, the Assistant Secretary of Nationstar Mortgage LLC, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30 day of May, A.D., 2016


Signature of Officer

Notary Public

Title of Officer

My Commission expires: 12/30/2019



* 6 0 4 3 7 3 3 9 9 Y G O V *
HUD MODIFICATION AGREEMENT
8300h 11/12



(page 4 of 4)