



W2969172

EH 2969172 PG 1 OF 4
LEANN H KILTS, WEBER COUNTY RECORDER
11-MAR-19 1256 PM FEE \$16.00 DEP JKC
REC FOR: KONDAUR CAPITAL

PREPARED BY AND RETURN TO:
Kondaur Capital Corporation
Vince Paparelli
39303 Country Club Dr., Suite A-1
Farmington Hills, MI 48331
Loan #55291386 521-9383599-703

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED.

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective March 1, 2019 between Trevor Child an unmarried man, and Karlee J Hill, formerly know as Karlee Child, an unmarried woman, ("Borrower"), and Kondaur Capital Corporation ("Lender"), and amends and supplements (1) the Note (the "Note") made by the borrower, dated April 28th, 2016, in the original principal sum of U.S. \$135,499.00, and (2) The Mortgage or Deed to Secure Debt (the "Security Instrument"), recorded in Instrument Number 2790986, in the land records of Weber County, Utah. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at 4020 Palmer Drive, Ogden, UT 84405. That real property is described as follows:

SEE ATTACHED EXHIBIT "A"

TAX ID #: 05-138-0051

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and the Lender agree that the provisions of this Modification supercede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower is the occupant of the property.
2. The Borrower acknowledges that interest has accrued but not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and Security Instrument, and that such interest, costs and expenses, in the total amount of \$5,260.16 together with a principal reduction of \$33,865.84 have been removed to a second mortgage and note payable to The U.S. Department of Housing and Urban Development, which totals \$39,126.00. As of March 1, 2019, the amount payable under the Note and Security Instrument deducting such amounts which have been removed from the indebtedness (the "Unpaid Principal Balance") is U.S. \$96,555.00.
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.750%, beginning March 1, 2019. The Borrower promises to make monthly payments of principal and interest of U.S. \$503.68, beginning on the first day of April, 2019, and continuing thereafter on the same day of each succeeding month. If on March 1, 2049 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument,

as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date. The Borrower will make such payments at Kondaur Capital Corporation, 39303 Country Club Dr., Suite A-1, Farmington Hills, MI 48331, or at such other place as the Lender may require.

- 4. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payment of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.
- 5. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

[To be signed by all borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument.]

02-22-2019
Date

Trevor Child
Trevor Child

02-22-2019
Date

Karlee Hill
Karlee J. Hill, formerly known as Karlee Child

[Space Below This Line for Acknowledgement in Accordance with Laws of Jurisdiction]

MULTISTATE LOAN MODIFICATION

(Individual Acknowledgement)

STATE OF Utah)
)Ss
COUNTY OF Weber)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, do hereby certify that Trevor Child and Karlee J. Hill personally known to me to be the persons whose names are subscribed in the foregoing instrument, appeared before me this day in person, and acknowledged to me that they executed and delivered the same as their free and voluntary act for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 22nd day of February 2019.

Karen P. Hill
Notary Public (SEAL)
Printed Name: Karen P Hill

My Commission Expires: 07-26-2021



Exhibit "A" - Legal Description

All the real property in the County of Weber and State of Utah, described as follows:

Part of Lot 42, AMENDED PLAT, CHIMES VIEW ACRES, South Ogden City, Weber County, Utah: Beginning at a point on the South line of said Lot, 68.99 feet South 89°45' East from the Southwest corner of said Lot 42, and running thence to the right along the arc of a 175 foot radius curve 38.69 feet, the long chord of said curve bearing North 32°01' East 38.61 feet; thence North 38°21' East 76.31 feet; thence South 68°15' East 68.30 feet; thence North 38°21' East 3.60 feet; thence South 71°06' East 17.74 feet; thence South 00°15' West 65 feet to the South line of said Lot 42; thence North 89°45' West 150 feet to the point of beginning.

Parcel No: 05-138-0051

Commonly known as: 4020 Palmer Drive, Ogden, UT 84405