

W2972100

UPON RECORDING MAIL TO: Utah Housing Corp. 2479 South Lake Park Blvd. West Valley, UT 84120 Attn. Josh Arnold FHA Case No. 521-9750314 MIN: 1000608 2100176080 4 MERS Phone # 1-888-679-6377 E# 2972100 PG 1 OF 2 Leann H. Kilts, WEBER COUNTY RECORDER 29-Mar-19 0938 AM FEE \$12.00 DEP TN REC FOR: UTAH HOUSING CORPORATION ELECTRONICALLY RECORDED

UTAH HOUSING CORPORATION LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), is made and entered into this 25 day of Morch, 2019 by and between Joseph E Koller, married man, hereinafter referred to as "Borrower(s)", whose address is 1212 E. 3075 N. North Ogden, Utah 84414 and Utah Housing Corporation, hereinafter referred to as "Lender".

WITNESSETH:

On or about July 31, 2017 the Borrower(s) did make, execute, and deliver to Academy Mortgage 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 \$250,381.00 with interest thereon at the rate of 4.250% per annum, payable in consecutive monthly installments beginning with the first installment due October 1, 2017, of \$ 1,231.72 principal and interest with the final installment of the indebtedness, if not sooner paid, due and payable on September 1, 2047.

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 Academy Mortgage Corporation as Beneficiary, that certain Deed of Trust bearing the date of July 31, 2017, conveying to the Trustee therein named the following described real property, situated in the County of Weber, State of Utah, to-wit:

All of Lot 21, Camarren Cove Estates Subdivision, Phase 1, North Ogden City Weber County, Utah, according to the official plat thereof. TAX ID# 16-065-0007

Which Deed of Trust was duly recorded in the office of the recorder of said County and State, on August 1, 2017 as Entry No: 2871006 hereinafter referred to as "Trust Deed".

There is now due and owing upon the aforesaid Note the principal sum of \$245,800.05 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 \$179,120.84 with interest at the rate of 5.250% per annum continuing to accrue hereon shall be payable in monthly installments of \$ 989.11 (plus such amounts as may be necessary for escrows for insurance and taxes) commencing on May 1, 2019, 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 April 1, 2049, 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

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)"
	On the second
	Joseph E Koller
"BORROWER(S)"	
STATE OF UTAH)	
COUNTY OF Weber)	A
On this 25 day of March, in the year 2019 a notary public, personally appeared Joseph E Koller, proved	b, before me <u>Nicholas Anderso</u>
a notary public, personally appeared Joseph E Koller, proved whose name(s) (is/are) subscribed to in this document, and ac	knowledged (he/she/they) executed the same.
NICHOLAS ANDERSON Notary Public - State of Utah Comm. No. 701999 My Commission Expires on Sep 16, 2022	Telister Olde Notary Public
"LENI	By: Jonathan Hanks, Sr. VP & COO
LENE	JER
STATE OF UTAH)) ss	
COUNTY OF SALT LAKE)	
appeared Jonathan Hanks, proved on the basis of satisfactor	9, before me Josh Arnold, a notary public, personally y evidence to be the person(s) whose name(s) (is/are)
subscribed to in this document, and acknowledged (he/she/the	ey) executed the same.
Notary Public	
JOSHUA C. ARNOLD Commission #883937 My Commission Expires	Notary Public
June 17, 2019 State of Utah	