

UPON RECORDING MAIL TO:
Utah Housing Corp.
2479 South Lake Park Blvd.
West Valley, UT 84120
Attn. Josh Arnold
FHA Case No. 521-8289411
MIN: 1007830 0000013778 7

2981398
BK 6641 PG 1723

E 2981398 B 6641 P 1723-1724
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/10/2016 4:20:00 PM
FEE \$12.00 Pgs: 2
DEP eCASH REC'D FOR UTAH HOUSING CORP

UTAH HOUSING CORPORATION
MODIFICATION OF NOTE AND TRUST DEED

THIS AGREEMENT, made and entered into this 27 day of October, 2016 by and between David Andras Crespin Jr , an unmarried man, and Devin Leigh Tapia, an unmarried woman whose address is 159 S 2830 W West Point, Utah ("Borrowers"), hereinafter called the "Grantor" and Utah Housing Corporation, hereinafter called the "Beneficiary"

WITNESSETH:

On or about April 24, 2012 the Grantor did make, execute and deliver to Highlands Residential Mortgage DBA Major Mortgage, who did assign its interest therein to the Beneficiary, a certain promissory note, (the "Note"), (or, in the case of assumptions, an assumption agreement) in the sum of \$204,578.00 with interest thereon at the rate of 3.850% per annum, payable in consecutive monthly installments beginning with the first installment due June 1, 2012, of \$ 959.08 principal and interest (see attached mortgage Note), with the final installment of the indebtedness, if not sooner paid, due and payable on May 1, 2042.

For the purpose of securing the payment of said Note, the Grantor did make, executive and deliver to Highlands Residential Mortgage DBA Major Mortgage, who did assign its interest therein to the Beneficiary, a certain Trust Deed bearing the date of April 24, 2012, conveying to the Trustee therein named the following described real property, situated in the County of Davis, State of Utah, to-wit:

All of Lot No. 122, contained within YALECREST TOWNS, a Utah planned residential development, as the same is identified in the Record of Plat Map recorded in Davis County, Utah, as Entry No. 2393135 in Book 4617 at Page 920 (as said Record of Plat Map may have heretofore been amended or supplemented) and in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Yalecrest Towns, a Planned Unit Development, recorded in Davis County, Utah as Entry No. 2405118 in Book 4658 at Page 567 (as said Declaration may have heretofore been amended or supplemented). Together with an undivided interest in the Common areas and Facilities.

TAX ID# 12-728-0122

Which Deed of Trust was duly recorded in the Records of Mortgages of said County and State, on April 26, 2012 as Instrument No:2657613

There is now due and owing upon the aforesaid Note the principal sum of \$193,383.77 and the Grantor desires a modification of the terms of payment thereof, to which the Beneficiary is agreeable to the terms and conditions hereinafter stated and not otherwise.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto that the indebtedness remaining unpaid on said Note and Deed of Trust in the sum of \$160,581.65 with interest at the rate of 3.850% per annum shall be payable in monthly installments of \$ 752.82 (plus such amounts as may be necessary for escrows for insurance and taxes) commencing on the first day of October 1, 2016, and continuing on the 1st 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 on the FIRST day of September 1, 2046. If any monthly installment is not paid when due and remains unpaid after a date specified by a notice to the Grantor, the entire principal amount outstanding and accrued interest thereon shall at once became due and payable at the option of the Beneficiary. The date specified by a notice to the borrower, 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, the said Note and Deed of Trust shall be and remain in full force and effect, with all the terms and conditions of which the Grantor 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.

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

"GRANTOR"

"BENEFICIARY"

David Andras Crespin Jr
David Andras Crespin Jr
Devin Leigh Tapia
Devin Leigh Tapia

Utah Housing Corporation
By: Johathan Hanks
Johathan Hanks, Assistant Secretary

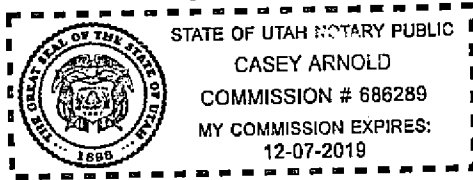
"GRANTOR"

STATE OF UTAH)
County of DAVIS) ss.

On this 27th day of October, 2016 before me, the undersigned Notary Public in and for said State, personally appeared David Andras Crespin Jr and Devin Leigh Tapia, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

(SEAL)



Casey Arnold
NOTARY PUBLIC

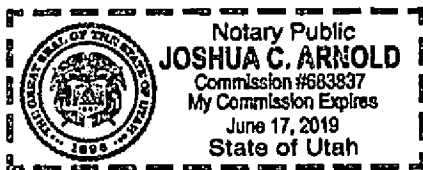
"BENEFICIARY"

STATE OF UTAH)
County of SALT LAKE) ss.

On this 10th day of November, 2016 before me, the undersigned Notary Public in and for said State, personally appeared Jonathan Hanks, known to me to be the Authorized Agent for Utah Housing Corporation that executed this instrument, and acknowledged to me that such agent executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

(SEAL)



Joshua C. Arnold
NOTARY PUBLIC