



\*W3068256\*

E# 3068256 PG 1 OF 5  
Leann H. Kilts, WEBER COUNTY RECORDER  
13-Jul-20 0307 PM FEE \$40.00 DEP TN  
REC FOR: FIRST AMERICAN TITLE INSURANCE CO  
ELECTRONICALLY RECORDED

This Document Prepared By:  
**TAMMIE RUFFIN**  
**FLAGSTAR BANK, FSB**  
**FAY 1601 FBJ FREEWAY**  
**SUITE 150 FARMERS BRANCH, TX 75234**  
**800-393-4887**

When Recorded Mail To:  
**FIRST AMERICAN TITLE CO.**  
**FAMS – DTO RECORDING**  
**3 FIRST AMERICAN WAY**  
**SANTA ANA, CA 92707-9991**

**Tax/Parcel #: 12-138-0005**

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**Original Principal Amount: \$203,250.00**  
**Unpaid Principal Amount: \$199,477.99**  
**New Principal Amount: \$166,403.20**  
**New Money (Cap): \$6,514.95**

**FHA\VA Case No.:703523-0220154**  
**Loan No: 0504996779**

## **LOAN MODIFICATION AGREEMENT (DEED OF TRUST)**

This Loan Modification Agreement (“Agreement”), made this 4TH day of JUNE, 2020, between **JESSICA LOPEZ, A SINGLE WOMAN (“Borrower”)**, whose address is **243 W DOWNS CIR, OGDEN, UTAH 84404** and **FLAGSTAR BANK, FSB (“Lender”)**, whose address is **FAY 1601 FBJ FREEWAY, SUITE 150 FARMERS BRANCH, TX 75234**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the “Security Instrument”), dated **SEPTEMBER 26, 2018** and recorded on **SEPTEMBER 27, 2018** in **INSTRUMENT NO. 2944198**, of the **OFFICIAL** Records of **WEBER COUNTY, UTAH**, 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

**243 W DOWNS CIR, OGDEN, UTAH 84404**

(Property Address)

the real property described being set forth as follows:

**THE LAND REFERRED TO IN THIS DOCUMENT IS SITUATED IN THE CITY OF OGDEN, COUNTY OF WEBER, STATE OF UTAH, AND DESCRIBED AS FOLLOWS:**

**ALL OF LOT 5, DOWNS SUBDIVISION NO. 1, OGDEN CITY, WEBER 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, **JULY 1, 2020** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$166,403.20**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized 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, in the amount of U.S. **\$6,514.95**.
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 **3.8750%**, from **JULY 1, 2020**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **782.49**, beginning on the **1ST** day of **AUGUST, 2020**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.8750%** will remain in effect until principal and interest are paid in full. If on **JULY 1, 2050** (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, including, where applicable, the Timely Payment Rewards rate reduction, as described in

paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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.
  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 Witness Whereof, I have executed this Agreement.

Borrower: JESSICA LOPEZ

06-17-20  
Date

[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

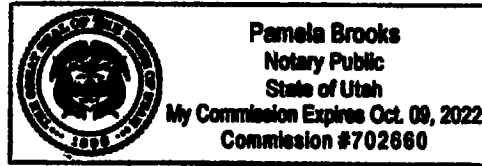
State of Utah)

County of DAVIS §

On this 17<sup>th</sup> day of June, in the year 20 20, before me, Pamela Brooks, a notary public, personally appeared JESSICA LOPEZ, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

Pamela Brooks  
(notary signature)  
PAMELA BROOKS



(seal)

In Witness Whereof, the Lender has executed this Agreement.

**FLAGSTAR BANK, FSB**

By CURTIS TAYLOR AVP Loss Mitigation (print name) 6/18/2020 Date  
(title)  
[Space Below This Line for Acknowledgments]

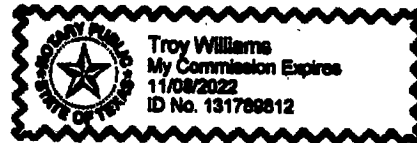
STATE OF Texas  
COUNTY OF Dallas

**JUN 18 2020**

The foregoing instrument was acknowledged before me this JUN 18 2020  
by Curtis Taylor, the AVP Loss Mitig. of FLAGSTAR BANK,  
FSB, a company, on behalf of said company.

[Signature]  
Notary Public

Printed Name: Troy Williams  
My commission expires: NOV 08 2022



Drafted By:  
**FLAGSTAR BANK, FSB**  
FAY 1601 FBJ FREEWAY  
SUITE 150 FARMERS BRANCH, TX 75234

