

24
8

E 3106329 B 7061 P 1054-1061
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
07/20/2018 03:03 PM
FEE \$24.00 Pgs: 8
DEP RT REC'D FOR SERVICELINK

This Document Prepared By:
JAMES POWELL
U.S. BANK N.A.
4801 FREDERICA ST
OWENSBORO, KY 42301
(800) 365-7772

Requested By and
When Recorded Return To:
ServiceLink Loan Mod Solutions
3220 El Camino Real
Irvine, CA 92602
(800) 934-3124

Tax/Parcel #: 10-061-0016

[Space Above This Line for Recording Data]

Original Principal Amount: \$102,422.00
Unpaid Principal Amount: \$71,551.03
New Principal Amount: \$75,680.31
Capitalization Amount: \$4,129.28

FHA/VA/RHS Case No.: 729 521-5923986
Loan No: 7810391706

180047190

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this 3RD day of MAY, 2018, between SHANTELE L. RICHARDS ("Borrower"), whose address is 1231 N 1640 W, LAYTON, UTAH 84041 and U.S. BANK N.A. ("Lender"), whose address is 4801 FREDERICA ST, OWENSBORO, KY 42301 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated MARCH 26, 2004 and recorded on MARCH 31, 2004 in INSTRUMENT NO. 1974525 BOOK 3508 PAGE 2693, DAVIS COUNTY, UTAH, and (2) the Note, in the original principal amount of U.S. \$102,422.00, 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 1231 N 1640 W, LAYTON, UTAH 84041

the real property described is located in DAVIS COUNTY, UTAH and being set forth as follows:



SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE

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, **JUNE 1, 2018** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$75,680.31**, 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. **\$4,129.28**.
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 **4.2500%**, from **JUNE 1, 2018**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$372.30**, beginning on the **1ST** day of **JULY, 2018**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JUNE 1, 2048** (the "Maturity Date"), the 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 it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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.

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.

Shantelle L Richards
Borrower: SHANTELE L. RICHARDS

5/22/18
Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

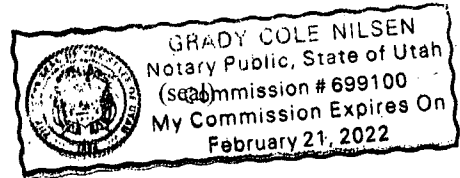
State of Utah)

County of Weber § _____)

On this 22 day of May, in the year 2018, before me, Grady Cole Nilson, a notary public, personally appeared **SHANTELE L. RICHARDS**, 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.

Grady Cole Nilson
(notary signature)



In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.

Terry L. Smith
By Terry L. Smith (print name)
Mortgage Document Officer (title)

5/25/18
Date

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 5/25/18 by
Terry L. Smith, the **MORTGAGE DOCUMENT OFFICER** of U.S. BANK N.A., a
national association, on behalf of said national association.

Samuel Walker Meacham
Notary Public

Printed Name: Samuel Walker Meacham
My commission expires: 6-22-2020

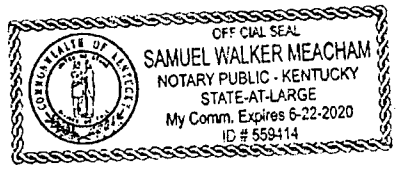


EXHIBIT B
MORTGAGE SCHEDULE

Mortgage made by **SHANTELE L. ROMANO, AN UNMARRIED PERSON** to **FRONTIER FUNDING GROUP INCORPORATED** for **\$102,422.00** and interest, dated **MARCH 26, 2004** and recorded on **MARCH 31, 2004** in **INSTRUMENT NO. 1974525 BOOK 3508 PAGE 2693**.

This mortgage was assigned from **FRONTIER FUNDING GROUP INCORPORATED** (assignor), to **U.S. BANK, N.A.** (assignee), by assignment of mortgage dated **MARCH 26, 2004** and recorded on **APRIL 14, 2004** in **INSTRUMENT NO. 1978411 BOOK 3518 PAGE 268**.

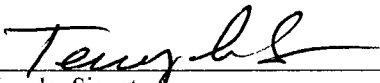


Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between U.S. BANK N.A. (the "Lender") and SHANTELE L. RICHARDS (the "Borrower") dated MAY 3, 2018 (the "Loan Modification Agreement").

Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Notwithstanding, any monthly payments hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt, or create any personal liability or obligation for a debt, that was discharged in bankruptcy.



Lender Signature

By: Terry L. Smith
Title: Mortgage Document Officer

5/25/18
Date



Borrower: SHANTELE L. RICHARDS

5-22-18
Date



3106329
BK 7061 PG 1061

Exhibit A

Lot 16, GREENLEAF MEADOWS PLAT NO.1, according to the official plat thereof on file and of record in the Davis County, State of Utah.