

When Recorded Return To: Mountain America Federal Credit Union Mortgage Department 7167 South Center Park Drive West Jordan, Utah 84084

E# 3128467 PG 1 OF 2 Leann H. Kilts, WEBER COUNTY RECORDER 23-Feb-21 1020 AM FEE \$40.00 DEP DAG REC FOR: FIRST AMERICAN - TITLE ELECTRONICALLY RECORDED

## FIXED RATE LOAN MODIFICATION AGREEMENT

This Fixed Rate Loan Modification Agreement ("Agreement"), made this 5th day of February, 2021, between Bart S Sanders and Jennifer W Sanders ("Borrowers"), and Mountain America Credit Union ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") date August 8, 2019, and recorded as Entry Number 2996344 PG 1 of 18.

Records of Weber County, State of Utah, and (2) the Note and "Rider to Note for Construction Phase" 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 6266 Quail Ln Huntsville, Utah 84317 the real property described being set forth as follows:

LOT 1, LANGELAND SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE WEBER COUNTY RECORDER, STATE OF UTAH.

Tax serial Number: 20-160-0001

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):

The first paragraph of the "Security Instrument" (Mortgage, Deed of Trust or Deed to Secure Debt) is amended and supplemented as follows:

Borrower owes Lender the principal sum of One Million Three Hundred Twenty Thousand Dollars and 00/100 (U.S. \$1,320,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 1, 2051.

Paragraph 1 of the Note is amended and supplemented as follows:

## BORROWER'S PROMISE TO PAY: 1.

In return for a loan that I have received, I promise to pay U.S. \$1,320,000.00 (this amount is called "principal"), plus interest, to the order of the Lender.

Paragraph 2 of the Note is amended and supplemented as follows:

(anders)

## 2. INTEREST

I will pay interest at a yearly rate of 3.75%.

Paragraph 3 of the Note is amended as follows:

## **PAYMENTS**

I will make my monthly payments on the first day of each month beginning on April 1st, 2021. If on March 1, 2051, I still owe amounts under the Note, I will pay those amounts in full on that date, which is called my "Maturity Date".

My monthly payment will be in the amount of U.S. \$6,113.13

Paragraph 2 of the Rider to Note for Construction Phase is amended as follows:

2.	INTEREST	' DURING	CONSTRUCTION PHASE	E:

During the firstN/A	month(s) of the loan, interest will be charged to me on the
monies advanced in accordance with n	ny draw schedule. I will be charged interest only, at the
rate of N/A percent per annum on the	ne monies advanced.

Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note, Rider to Note for Construction Phase, and/or Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Bart S Sanders Jennifer W Sander

STATE OF Whah
COUNTY OF Weber

The foregoing instrument was subscribed and sworn to and acknowledged before me this 12 \_\_\_\_ day of February 2021, by Bart S Sanders and Jennifer W Sanders.

My Commission Expires: Pac 14,2022

BRADEN A JORGENSEN
Notary Public - State of Utah
Comm. No. 703695
My Commission Expires on
Dec 14, 2022

Notary Public

Residing at: Oyden, MT