E# 3203901 PG 1 OF 4 LEANN H KILTS, WEBER COUNTY RECORDER 14-DEC-21 921 AM FEE \$40.00 TN REC FOR: KONDAUR CAPITAL LLC



W3203901

PREPARED BY AND RETURN TO: Kondaur Capital, LLC Vince Paparelli 39303 Country Club Dr., Suite A-1 Farmington Hills, MI 48331 Loan #55291386 521-9383599-703

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS. ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED.

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective December 1, 2021 between Karlee J Hill, fka Karlee Child, an unmarried woman, ("Borrower"), and Kondaur Capital, LLC, fka Kondaur Capital Corporation ("Lender"), and amends and supplements (1) the Note (the "Note") made by the borrower, dated April 28th, 2016, in the original principal sum of U.S. \$135,499.00, and (2) The Mortgage or Deed to Secure Debt (the "Security Instrument"), recorded in Instrument Number 2790986, in the land records of Weber County, Utah. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at 4020 Palmer Drive, Ogden, UT 84405. That real property is described as follows:

SEE ATTACHED EXHIBIT "A" - LEGAL DESCRIPTION

TAX ID #: 05-138-0051

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and the Lender agree that the provisions of this Modification supercede and replace any inconsistent provisions set forth in the Note and Security Instrument.

- 1. The Borrower represents that the Borrower is the occupant of the property.
- 2. The Borrower acknowledges that interest has accrued but not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and Security Instrument, and that such interest, costs and expenses, in the total amount of \$5,733.81 added to the indebtedness under the terms of the Note and Security Instrument. As of December 1, 2021, the amount including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$99,103.00.
- 3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.125%, beginning December 1, 2021. The Borrower promises to make monthly payments of principal and interest of U.S. \$424.53, beginning on the first day of January, 2022, and continuing thereafter on the same day of each succeeding month. If on December 1, 2051 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date. The Borrower will make such payments at Kondaur Capital, LLC, 39303

- Country Club Dr., Suite A-1, Farmington Hills, MI 48331, or at such other place as the Lender may require.
- 4. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payment of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.
- 5. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

amended by this Modification.
[To be signed by all borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument.]
Date Control Control
Date
[Space Below This Line for Acknowledgement in Accordance with Laws of Jurisdiction]
MULTISTATE LOAN MODIFICATION
(Individual Acknowledgement)
STATE OF VIHH State OF VIHH State OF VIHH State OF VIHH State OF State
GIVEN UNDER MY HAND AND OFFICIAL SEAL, thisday ofday of
Notary Public (SEAL) Printed Name: MEKSANDR AKHMEDOV Notary Public - State of Utah Comm. No. 719876 My Commission Expires on Sep 27, 2025

[Space below this line for Acknowledgement in Accordance with Laws of Jurisdiction]
Vince Paparelli - Witness Date Diana Giles - Witness Date
Maryann Momczyk – Asst. Seretary Kondaur Capital, LLC Maryann Momczyk – Asst. Seretary Kondaur Capital, LLC
County of Oakland))ss State Of Michigan)
On this 23 day of 100000000000000000000000000000000000

Kondaur Capital, LLC, fka Kondaur Capital Corporation, the LLC named in and which executed the within instrument, and said officer signed and acknowledged said instrument to be the free act and deed of said

Notary Public – Acting in Oakland County

LLC, and that said LLC has no seal.

G.SHALLA SCHMIDT

Notary Public, State of Michigan

County of Oakland

My Commission Expires July 13, 2023

Acting in the County of

Exhibit "A" - Legal Description

All the real property in the County of Weber and State of Utah, described as follows:

Part of Lot 42, AMENDED PLAT, CHIMES VIEW ACRES, South Ogden City, Weber County, Utah: Beginning at a point on the South line of said Lot, 68.99 feet South 89°45' East from the Southwest corner of said Lot 42, and running thence to the right along the arc of a 175 foot radius curve 38.69 feet, the long chord of said curve bearing North 32°01' East 38.61 feet; thence North 38°21' East 76.31 feet; thence South 68°15' East 68.30 feet; thence North 38°21' East 3.60 feet; thence South 71°06' East 17.74 feet; thence South 00°15' West 65 feet to the South line of said Lot 42; thence North 89°45' West 150 feet to the point of beginning.

Parcel No: 05-138-0051

Commonly known as: 4020 Palmer Drive, Ogden, UT 84405