



W3359946

E# 3359946 PG 1 OF 8
B. Rahimzadegan, WEBER COUNTY RECORDER
04-Mar-25 0143 PM FEE \$40.00 DEP TH
REC FOR: MEYMAX TITLE AGENCY OF OHIO, LLC
ELECTRONICALLY RECORDED

When recorded, return to:
First American Mortgage Solutions
c/o New American Funding Post Closing
1795 International Way
Idaho Falls, ID 83402

This document was prepared by:
New American Funding, LLC
14511 Myford Road, Suite 100
Tustin, CA 92780
949-561-1280

APN #: 22-415-0001

LOAN NO.: 1001337466

MIN# : 1003763-0304339339-8

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LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made **21st** day of **February, 2025**,
this between **Marc C Zabokrtsky AND Gwen Zabokrtsky,**
Husband and Wife as Joint Tenants

("Borrower") and **New American Funding, LLC, a Limited Liability Company**

("Lender"), and Mortgage Electronic Registration Systems, Inc. ("Mortgagee"), amends and supplements

LOAN MODIFICATION AGREEMENT – Single Family – Fannie Mae Uniform Instrument
Form 3179 1/01 (rev. 01/09) – All states except CA, DE, IN, KY, MI, NC, NM, OH, WI
ICE Mortgage Technology, Inc.

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L00000CMM 0218
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(1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated June 10, 2024 and granted or assigned to Mortgage Electronic Registration Systems, Inc., as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026 and recorded in Book or Liber at page(s) as Instrument No.: **3329179** 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 **3801 E 3050 N, Liberty, UT 84310**

the real property described being set forth as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 22-415-0001

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):

1. As of **February 21, 2025**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$569,500.00**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 **6.990 %**, from **February 21, 2025**. Borrower promises to make monthly payments of principal and interest of U.S. **\$3,785.07**, beginning on the **1st** day of **April, 2025**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **6.990 %** will remain in effect until principal and interest are paid in full. If on **March 1, 2055** (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

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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. Borrower understands and agrees that:
 - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
 - (c) 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.
 - (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
 - (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required 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.

**SEE "LOAN MODIFICATION AGREEMENT SIGNATURE ADDENDUM" ATTACHED
HERETO, AND MADE A PART HEREOF.**

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LOAN MODIFICATION AGREEMENT SIGNATURE ADDENDUM

	<u>2025-02-21</u>	(Seal)
MARC C ZABOKRTSKY	DATE	
	<u>2-21-25</u>	(Seal)
GWEN ZABOKRTSKY	DATE	

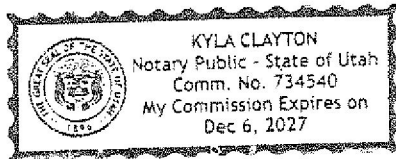
LOAN #: 1001337466

LOAN MODIFICATION AGREEMENT SIGNATURE ADDENDUM

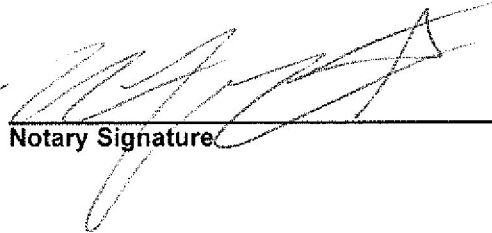
State of UTAH)
) SS:
County of WEBER)

On this 21 day of February, in the year 2025, before me
Kyla Clayton, a notary public, personally appeared MARC C ZABOKRTSKY
AND GWEN ZABOKRTSKY, 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.



(seal)


Notary Signature

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LOAN MODIFICATION AGREEMENT SIGNATURE ADDENDUM

LENDER: New American Funding, LLC

LENDER REPRESENTATIVE Kevin English, COO DATE 2/24/25

MORTGAGEE: Mortgage Electronic Registration Systems, Inc.

LENDER REPRESENTATIVE Kevin English, COO DATE 2/24/25

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LOAN MODIFICATION AGREEMENT SIGNATURE ADDENDUM

State of California)
~~UTAH~~) SS:
County of Orange)
~~WEBER~~

On this 24 day of February, in the year 2015, before me Kevin English, CEO
Nicole D. Hunt, a notary public, personally appeared MARC C. ZABOKRTSKY
AND OWEN ZABOKRTSKY, 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.

Nicole D. Hunt
Notary Signature Nicole D. Hunt

(seal)

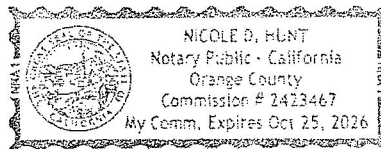


EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 22-415-0001 **BT** PCV

All of Lot 1, Vue de Valhalla Subdivision being a part of the Southeast Quarter of Section 29, Twonship 7 North Range 1 East, Salt Lake Base and Meridian Weber County, Utah