

E 3421124 B 7850 P 407-411
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/23/2021 11:19 AM
FEE \$40.00 Pgs: 5
DEP RT REC'D FOR SECURITY SERVICE
FEDERAL C U

AFTER RECORDED RETURN TO:
Security Service Federal Credit Union
ATTN: Mortgage Services
1500 IH 10 West
San Antonio, TX 78249
PARCEL NUMBER:
LOAN NUMBER: 0106348477

RETURNED
SEP 23 2021

Prepared by:
Sherrie Lovejoy
Robertson Anschutz Vettors, LLC
1500 CityWest Boulevard, Ste. 700
Houston, TX 77042
210-293-5330

11-591-0146

**NOTE AND SECURITY INSTRUMENT
MODIFICATION AGREEMENT**

Recitals

This agreement ("Modification Agreement") is made on **September 01, 2021**, between **Otis Joshua Ainsworth and Breezi Leanne Ainsworth, joint tenants**, (herein "Borrower") and **Security Service Federal Credit Union** (herein "Lender"), whose loan servicing address is **15000 IH 10 West, San Antonio, TX 78249**, for a Modification of that certain Deed of Trust, Mortgage or Security Deed, and any riders thereto (the "Security Instrument") and Note dated **July 06, 2019**, in favor of **Security Service Federal Credit Union**, and any addenda thereto, and any previous modification(s) thereof, said Note being in the original principal amount of **\$100,000.00**, said Security Instrument having been recorded in/under **Document No. E3171854, Book 7302, Page 166-177** of the Official Records of Real Property of **DAVIS** County, **Utah**, covering property described in the Security Instrument and defined therein as the "Property", located at

**6 S Bonneville Ln
Kaysville, UT 84037
[Property Address]**

the real property described being set forth as follows:

Lot 146, Schick Farm Cluster Subdivision Phase 1, according to the Official Plat thereof as recorded in the Office of the Davis County Recorder, State of Utah

WITNESSETH:

WHEREAS, Borrower now desires to modify the Note and ratify said liens against the Property; and



WHEREAS, Lender, the legal owner and holder of said Note and liens securing same, in consideration of the premises and at the request of the Borrower has agreed to modify the Note as hereinafter provided; and

WHEREAS, Borrower and Lender desire that the Security Instrument and Note be modified as herein provided but that all terms not so modified remain unchanged and in full force and effect.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree that the Note and Security Instrument are hereby modified as shown in "ATTACHMENT A", attached hereto and made a part hereof for all purposes.

Further, it is expressly agreed that for and in consideration of this Modification Agreement, Borrower hereby releases and forever discharges Lender and its officers, directors, counsel, employees, agents, predecessors, successors, and assigns from all causes of action, claims, rights, and controversies, known or unknown, which Borrower had, now has, or may hereafter acquire which relate to, are based on, arise out of, or are in any way connected with any acts of Lender or its above affiliates occurring prior to the execution of this Agreement and relating in any manner to the above described Note or Security Instrument or the Property described herein or therein. This is a general release of all possible claims and causes of action of every kind and character related to the above described subject matter and is to be interpreted liberally to effectuate maximum protection of Lender and its above affiliates.

The Borrower hereby ratifies said liens on the Property until the Note as so modified hereby has been fully paid, and agrees that this renewal, extension and/or modification shall in no manner affect or impair the Note or the liens securing same and that said liens shall not in any manner be waived, but are acknowledged by Borrower to be valid and subsisting, the purpose of this instrument being simply to modify the Security Instrument and the time and manner of payment of the Note and ratify all liens securing same, and the Borrower further agrees that all terms and provisions of the Note, the Security Instrument and the other instruments creating or fixing the liens securing same shall be and remain in full force and effect as therein written except as otherwise expressly provided herein.

A breach or other default of any of the terms of this Agreement by Borrower shall constitute a breach or default under the Note and Security Instrument, and Lender shall thereupon have the right to seek all remedies available to it under the aforesaid loan instruments.

Borrower covenants and agrees that the rights and remedies of Lender under this Agreement are cumulative of, are not in lieu of but are in addition to, and their exercise or the failure to exercise them shall not constitute a waiver of, any other rights and remedies which Lender shall have under the Note or the Security Instrument.

Borrower covenants and agrees that this Agreement represents the final agreement between Borrower and Lender relating to the above described subject matter and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties hereto. Borrower further covenants and agrees that there are no unwritten oral agreements between parties hereto relating to the above described subject matter.

As used herein "Lender" shall mean **Security Service Federal Credit Union** or any future holder, whether one or more, of the Note.



ATTACHMENT A

The Note shall be and hereby is amended as follows:

The beginning date for monthly payments is **changed from October 1, 2020, and now modified to October 1, 2021.**

The Maturity Date is **changed from August 1, 2059, and now modified to August 1, 2060.**

The Security Instrument shall be and hereby is amended as follows:

Reference to the maturity date of the debt secured by the Security Instrument is **changed from August 1, 2059, and now modified to August 1, 2060.**

(DoD) RA0726396A - MODAgrxMC.bax (Attachment A)



EXECUTED (Date) _____ to be effective as of **September 01, 2021**.

Otis Joshua Ainsworth 9/15/21
Otis Joshua Ainsworth Date

Breezi Leanne Ainsworth 9/15/21
Breezi Leanne Ainsworth Date

State of Utah

County of Davis

On this (Day) 15th day of (Month) September, in the year (Year) 2021,

before me, (Name of Notary Public) Kristen K. Schaerrer, a notary public, personally appeared **Otis Joshua Ainsworth and Breezi Leanne Ainsworth**, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to in this document, and acknowledged he/she/they executed the same.

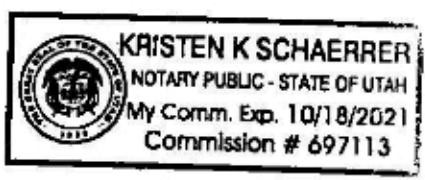
Witness my hand and office seal.

Kristen K. Schaerrer
Notary Public

Kristen K. Schaerrer
(Printed Name of Notarial Officer)

My commission expires: 10/10/2021

(Official Seal)



ACCEPTED AND AGREED TO BY
THE OWNER AND HOLDER OF SAID NOTE:
Security Service Federal Credit Union

By: [Signature]

Name: Shannon Cornwell

Title: Assistant Vice President

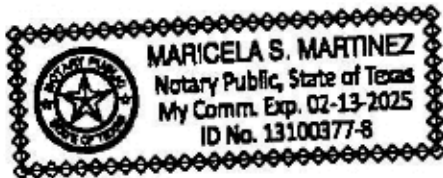
State of Texas

County of Bexar

On this [Day] 17 day of [Month] September, in the year [Year] 2021.

personally appeared before me, **Shannon Cornwell** whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the **Assistant Vice President for Security Service Federal Credit Union** and that said the document was signed by him/her in behalf of said **Federal Credit Union** by Authority of its Bylaws, or (Resolution of its Board of Directors), and said **Shannon Cornwell** acknowledged to me that said **Federal Credit Union** executed the same.

Witness my hand and office seal.



(Official Seal)

[Signature]
Notary Public

Maricela S. Martinez
(Printed Name of Notarial Officer)

My commission expires: 2-13-2025

