

UPON RECORDING MAIL TO:
Utah Housing Corp.
2479 South Lake Park Blvd.
West Valley, UT 84120
Attn. Josh Arnold
FHA Case No. 521-8289411
MIN: 1007830 0000013778 7
MERS Phone # 1-888-679-6377

**UTAH HOUSING CORPORATION
LOAN MODIFICATION AGREEMENT**

This Loan Modification Agreement ("Agreement"), is made and entered into this 12 day of APRIL, 2022 by and between **DAVID ANDRAS CRESPIAN JR, An Unmarried Man** and **DEVIN LEIGH TAPIA, An Unmarried Woman**, hereinafter referred to as "Borrower(s)", whose address is **159 S.2830 W WEST POINT, Utah 84015** and Utah Housing Corporation, hereinafter referred to as "Lender".

WITNESSETH:

On or about **April 24, 2012** the Borrower(s) did make, execute, and deliver to **Highlands Residential Mortgage DBA Major Mortgage**, who did transfer its interest therein to the Lender, a certain promissory note, ("Note"), (or, in the case of assumptions, an assumption agreement) in the amount of **\$204,578.00** with interest thereon at the rate of **3.850%** per annum, payable in consecutive monthly installments beginning with the first installment due **June 1, 2012**, of **\$959.08** principal and interest with the final installment of the indebtedness, if not sooner paid, due and payable on **May 1, 2042**.

For the purpose of securing the payment of said Note, the Borrower(s) did make, execute, and deliver to Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for **Highlands Residential Mortgage DBA Major Mortgage** as Beneficiary, that certain Deed of Trust bearing the date of **April 24, 2012**, conveying to the Trustee therein named the following described real property, situated in the County of Davis, State of Utah, to-wit:

**SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.
TAX ID# 12-728-0122**

Which Deed of Trust was duly recorded in the office of the recorder of said County and State, on **April 26, 2012** as Entry No: **2657613** hereinafter referred to as "Trust Deed".

There is now due and owing upon the aforesaid Note the principal sum of **\$146,224.02** and the Borrower(s) desires a modification of the terms of payment thereof, to which the Lender is agreeable to the terms and conditions hereinafter stated.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto that the indebtedness remaining unpaid on said Note, as secured by the Trust Deed, including principal, interest and any accrued fees, in the amount of **\$154,912.00** with interest at the rate of **4.625%** per annum continuing to accrue hereon shall be payable in monthly installments of **\$796.47** (plus such amounts as may be necessary for escrows for insurance and taxes) commencing on **June 1, 2022**, and continuing on the first day of each month thereafter until paid, except that, if not sooner paid, the final payment of principal and interest shall be due and payable **May 1, 2052**, hereinafter referred to as "Maturity Date". Pursuant to the terms of the original Note, if any monthly installment not paid when due and remains unpaid after a date specified by a notice to the Borrower(s), the entire principal amount outstanding and accrued interest thereon and fees shall at once become due and payable at the option of the Lender. The date specified by a notice to the Borrower(s), shall not be less than 30 days from the date such notice is mailed.

Except as herein modified in the manner and on the terms and conditions hereinabove stated, said Note and Trust Deed shall be and remain in full force and effect, with all the terms and conditions of which the Lender does agree to comply in the same manner and to the same extent as though the provisions thereof were in all respects incorporated herein and made a part of this agreement. The Trust Deed is unmodified by this Agreement, shall continue to secure the amounts owed under the Note and this Agreement and shall retain its original priority

IN WITNESS WHEREOF, the Lender has hereunto set their hand and the Lender has caused these presents to be executed on its behalf by its duly authorized representative this day and year first hereinabove written.

"BORROWER(S)"



DAVID ANDRAS CRESPIN JR

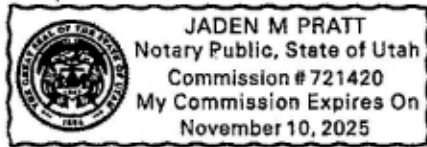


DEVIN LEIGH TAPIA

"BORROWER(S)"

STATE OF UTAH)
) ss
COUNTY OF Davis)

On this 12th day of April, in the year 2022, before me Jaden M. Pratt, a notary public, personally appeared **DAVID ANDRAS CRESPIN JR** and **DEVIN LEIGH TAPIA**, 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.





Notary Public

"LENDER"

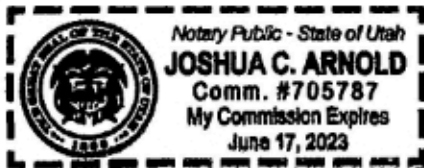
By: 

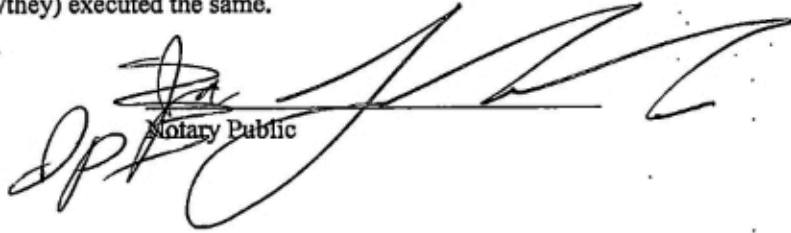
Jonathan Hanks, Sr. VP & COO

"LENDER"

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE

On this 14th day of April, in the year 2022, before me **Josh Arnold**, a notary public, personally appeared **Jonathan Hanks**, 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.





Notary Public

EXHIBIT A

All of Lot No. 122, contained within YALECREST TOWNS, a Utah planned residential development, as the same is identified in the Record of Plat Map recorded in Davis County, Utah, as Entry No. 2393135 in Book 4617 at Page 920 (as said Record of Plat Map may have heretofore been amended or supplemented) and in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Yalecrest Towns, a Planned Unit Development, recorded in Davis County, Utah as Entry No. 2405118 in Book 4658 at Page 567 (as said Declaration may have heretofore been amended or supplemented). Together with an undivided interest in the Common Areas and Facilities.