

3553843
BK 8395 PG 670

E 3553843 B 8395 P 670-674
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/08/2023 01:51:37 PM
FEE: \$40.00 Pgs: 5
DEP eCASH REC'D FOR: COTTONWOOD TITLE
INSURANCE AGENCY, INC.

159525-KAP

Prepared by, Recording Requested by,
Once Recorded Return to:
NewRez, LLC dba Shellpoint Mortgage Servicing
75 Beattie Pl., Ste. 300
Greenville, SC 29601

~~07-02-0028~~
07-02-0200
~~07-357-0106~~
~~07-357-0164~~

Davis County

State of Utah

CAL Loan: 9747080316

MODIFICATION OF MORTGAGE

To Correct Legal Description

MERS Phone: 1-888-679-6377

MIN: 1003649-1705137131-1

This Modification of Mortgage ("Modification") is made this **9th** day of **November, 2022** among **Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for First Savings Bank**, its successors and assigns ("MERS"), and **R. Abraham Millet and Emily L. Millet, husband and wife**, ("Borrowers"), (collectively referred to herein as the "parties").

RECITALS

This Modification is made with reference to the following facts:

- A. The Borrower(s) made, executed and delivered to **Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for First Savings Bank** ("MERS") that certain Mortgage, dated November 1, 2019, and recorded in Book 7391 at pages 391-408 as Instrument No. **13204182**, in the Official Records in the County Recorder of **Davis County, State of Utah** ("Mortgage"), as securing a Note, dated November 1, 2019, in the principal amount of \$419,899.00 in favor of First Savings Bank, and legally describing the real property as:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DAVIS, STATE OF UTAH, AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 24 RODS, 12.5 FEET SOUTH AND 111 RODS WEST FROM THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 31: TOWNSHIP 3 NORTH, RANGE 1. EAST, SALT LAKE MERIDIAN; THENCE WEST 428.5 FEET, MORE OR LESS, TO THE EAST LINE OF PROPERTY CONVEYED IN 383-601 TO STATE ROAD COMMISSION; THENCE SOUTH 0°18' ALONG SAID PROPERTY 94 FEET TO THE SOUTH LINE OF GRANTORS LAND; THENCE EAST 428.5 FEET TO A POINT SOUTH OF THE POINT OF BEGINNING; THENCE NORTH 5 RODS 11.5 FEET TO POINT OF BEGINNING.

LESS AND EXCEPTING:

BEGINNING AT A POINT SOUTH 519.5 FEET AND 122.4 FEET WEST FROM THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN; THENCE SOUTH 14° 41' EAST 321.64 FEET ALONG THE WEST LINE OF STATE HIGHWAY TO THE NORTHEAST CORNER OF PROPERTY CONVEYED IN 587-769; THENCE SOUTH 89°05'50" WEST 747.97 FEET; THENCE NORTH 1°35' EAST 309.6 FEET; THENCE NORTH 89°52' WEST 1044.2 FEET; THENCE SOUTH 0°31' WEST 406.1 FEET; THENCE NORTH 89°38' WEST 418.4 FEET TO THE EAST LINE OF A FRONTAGE ROAD AS CONVEYED BY 401-679; THENCE NORTH 0°18' EAST 432 FEET, MORE OR LESS, ALONG SAID EAST LINE; THENCE SOUTH 89°4' EAST 1642.5 FEET; THENCE NORTH 157 FEET; THENCE EAST 152.5 FEET; THENCE SOUTH 86 FEET; THENCE EAST 37.3 FEET; THENCE SOUTH 111 FEET; THENCE EAST 296 FEET TO POINT OF BEGINNING

~~Parcel ID: 07-072-0020~~

- B. The purpose of this Modification is to correct the legal description.

TERMS OF MODIFICATION

1. For value received, the parties hereto do hereby modify said Mortgage to provide that the legal description therein shall be as follows ("Secured Property"):

BEGINNING AT A POINT 24 RODS 12.5 FEET SOUTH & 111 RODS WEST, MORE OR LESS, TO A POINT NORTH OF THE POINT OF TERMINUS OF LINE DESCRIPTION IN BOUNDARY LINE AGREEMENT RECORDED 07/13/2021 AS ENTRY # 3399145 BOOK 7800 PAGE 342; SAID POINT DESCRIPTION IN SAID AGREEMENT AS BEING ON THE SOUTHERLY LINE OF A BOUNDARY AS DETERMINED BY SURVEY #6219 ON FILE IN THE OFFICE OF THE DAVIS COUNTY SURVEYOR, SAID POINT LOC SOUTH 01°03'04" EAST 468.03 FEET ALONG THE 1/4 SECTION LINE & SOUTH 88°56'56" WEST 2243.13 FEET & SOUTH 89°46'49" EAST 428.50 FEET TO THE EASTERLY LINE OF SAID AS-SURVEYED BOUNDARY TO THE POINT OF TERMINUS PER SAID BOUNDARY LINE AGREEMENT FROM THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 SECTION 31, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN; THENCE NORTH ALONG SAID EASTERLY LINE 102.78 FEET, MORE OR LESS, TO THE NORTH LINE OF PROPERTY CONVEYED IN WARRANTY DEED RECORDED 10/20/2006 AS ENTRY # 2212093 BOOK 4143 PAGE 607; THENCE WEST 397.58 FEET, MORE OR LESS, TO EAST LINE OF PROPERTY CONVEYED IN WARRANTY DEED RECORDED 02/24/2022 AS ENTRY # 3459189 BOOK 7953 PAGE 1353; THENCE ALONG SAID LINE THE FOLLOWING COURSE: SOUTH 01°40'37" WEST 94.04 FEET & BEYOND TO A POINT ON SAID BOUNDARY LINE AGREEMENT; THENCE SOUTH 89°46'49" EAST 399.84 FEET ALONG SAID BOUNDARY LINE AGREEMENT TO THE EASTERLY LINE OF SAID AS-SURVEYED BOUNDARY & TO SAID POINT OF TERMINUS & TO A POINT SOUTH OF BEGINNING, TO THE POINT OF BEGINNING.

(NOTE: ROTATION TO NAD83 0°20'09" CLOCKWISE.)

TO INCLUDE:

A part of lots 106 and a part of PARCEL A of SUMMERHILL LANE, according to the Official Plat thereof Recorded February 8, 2022 as Entry No. 3458399 in Book 7951 at Page 570 in the Office of the Davis County Recorder, also being situate in the Southwest Quarter of Section 31, Township 3 North, Range 1 East, Salt Lake Base & Meridian (Basis of Bearing: N0°15'20"E along the 1/4 Section line between the Center 1/4 Corner and the North 1/4 Corner of Section 31), located in Centerville City, Davis County, Utah, being more particularly described as follows: Beginning at a point on that Boundary line agreement recorded July 13, 2021 as Entry No. 3399145 in Book 7800 at Page 342, said point also located S01°03'04"E 472.62 feet along the Section line and S88°56'56"W 2036.65 feet from the Center 1/4 Corner of Section 31, T3N, R1E, SLB&M; thence S39°58'57"W 21.55 feet; thence Westerly along the arc of a non-tangent curve to the left having a radius of 50.00 feet (radius bears: S39°58'57"W) a distance of 60.00 feet through a central angle of 68°45'22" Chord: N84°23'44"W 56.47 feet; thence N28°46'25"W 12.88 feet; thence along said Boundary Line Agreement S89°46'49"E 76.24 feet to the point of beginning.
Contains: 596 square feet or 0.01 acres+/-
(Coordinates in description are based on the Davis County Coordinate System, rotate bearings clockwise 0°19'27" for the equivalent NAD 83 bearings.)

LESS AND EXCEPTING:

A part that Warranty Deed recorded February 17, 2015 as Entry No. 2848773 in Book 6205 at Page 1084 in the Office of the Davis County Recorder, also being situate in the Southwest Quarter of Section 31, Township 3 North, Range 1 East, Salt Lake Base & Meridian (Basis of Bearing: N0°15'20"E along the 1/4 Section line between the Center 1/4 Corner and the North 1/4 Corner of Section 31), located in Centerville City, Davis County, Utah, being more particularly described as follows: Beginning at a point on a southerly boundary line of said Deed, said point also located S01°03'04"E 477.39 feet along the Section line and S88°56'56"W 1821.56 feet from the Center 1/4 Corner of Section 31, T3N, R1E, SLB&M; thence N89°46'49"W 215.15 feet; thence N39°58'57"E 9.11 feet; thence S89°46'49"E 207.55 feet; thence S13°59'43"E 7.22 feet to the point of beginning.
Contains: 1,480 square feet or 0.03 acres+/-
(Coordinates in description are based on the Davis County Coordinate System, rotate bearings clockwise 0°19'27" for the equivalent NAD 83 bearings.)

For information only: Property Address: 2138 Frontage Road, Centerville, UT 84014

2. The terms of the Mortgage, which are incorporated herein by reference, shall remain in full force and effect and be binding thereon to the extent they are not inconsistent with the provisions of

this Modification. In the event of any inconsistency between the provisions of this Modification and the original Mortgage, the provisions of this Modification shall control. The Mortgage, herein modified, when signed by all parties hereto, shall constitute one Mortgage.

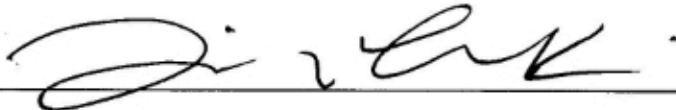
3. This Modification shall inure to and bind the heirs, devisees, successors and assigns of the parties hereto.

4. This Modification may be executed in counterparts but shall be of no force and effect unless and until all parties to the Modification have duly executed this document.

IN WITNESS WHEREOF, the parties hereto have executed this Modification.

Beneficiary: **Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for First Savings Bank**

By: _____



Tiffany Lee Klimkowski, Assistant Secretary

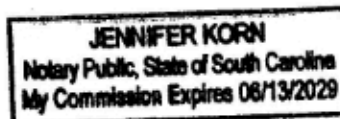
State of **SOUTH CAROLINA** County of **GREENVILLE**

This instrument was acknowledged before me on November 9, 2022 by Tiffany Lee Klimkowski, Assistant Secretary of **Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for First Savings Bank.**



Jennifer Korn

Notary Public



My Commission Expires: _____

BORROWER: R. Abraham Millet

By: [Signature]

BORROWER: Emily L. Millet

By: [Signature]

State of UTAH County of DAVIS

This instrument was acknowledged before me on October 30th, ~~2022~~ ²⁰²³ ca
by R. Abraham Millet and Emily L. Millet

[Signature]

Notary Public



My Commission Expires: 03-08-2026