

3577535
BK 8534 PG 46

E 3577535 B 8534 P 46-52
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
07/02/2024 08:16:09 AM
FEE: \$40.00 Pgs: 7
DEP eCASH REC'D FOR: FIRST AMERICAN TITLE
INSURANCE COMPANY

This Document Prepared By:
JASON SHANE
SERVICEMAC
9726 OLD BAILES RD, UNIT 200
FORT MILL, SC 29707
866-978-2622
NMLS# 39179

When Recorded Mail To:
FIRST AMERICAN TITLE
DTO REC., MAIL CODE: 4002
4795 REGENT BLVD
IRVING, TX 75063

Tax/Parcel #: 12-571-0121

_____[Space Above This Line for Recording Data]_____
Original Principal Amount: \$515,490.00
Unpaid Principal Amount: \$499,268.30
New Principal Amount: \$360,520.70
New Money (Cap): \$13,344.04
FHA\VA Case No.:523-1089860-703
MERS Min: 100670800035177229
MERS Phone #: (888) 679-6377

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this **3RD** day of **JUNE, 2024**, between **DANIEL EDWARD LEE AND DOMINIQUE LEE, HUSBAND AND WIFE AS JOINT TENANTS** ("Borrower"), whose address is **4323 WEST 25 SOUTH, WEST POINT, UT 84015** and **MOVEMENT MORTGAGE, LLC** ("Lender"), whose address is **8024 CALVIN HILL RD., INDIAN LAND, SC 29707**, and Mortgage Electronic Registration Systems, Inc. ("MERS") ("Beneficiary"), amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **MAY 2, 2022** and recorded on **MAY 3, 2022** in **INSTRUMENT NO. 3474449 BOOK 8001 PAGE 308**, of the **OFFICIAL** Records of **DAVIS 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

4323 WEST 25 SOUTH, WEST POINT, UTAH 84015
(Property Address)
the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

HUD-HAMP 11202023_356

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, **JULY 1, 2024** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$360,520.70**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. **\$13,344.04**.
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 **7.3750%**, from **JULY 1, 2024**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **2,339.25**, beginning on the **1ST** day of **AUGUST, 2024**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JULY 1, 2064** (the "Maturity Date"), the 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 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; and
 - (b) all terms and provisions of any adjustable rate rider, 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. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.**

6. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary 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.
8. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the Beneficiary of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

In Witness Whereof, I have executed this Agreement.

Daniel Edward Lee
Borrower: DANIEL EDWARD LEE

06/07/24
Date

Dominique Lee
Borrower: DOMINIQUE LEE

06/07/24
Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

State of UTAH)

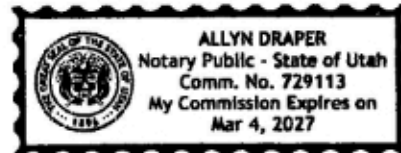
§
County of Davis

On this 7 day of June, in the year 20 24, before me,
Allyn Draper, a notary public, personally appeared **DANIEL
EDWARD LEE, DOMINIQUE LEE** 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.

Notarized remotely using audio-video communication.

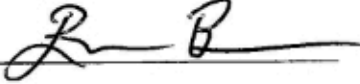
Witness my hand and official seal.

Allyn Draper
Notary Public (signature)



(seal)

Mortgage Electronic Registration Systems, Inc., ("MERS"), is a separate corporation that is acting solely as a nominee for lender and lender's successors and assigns

By 

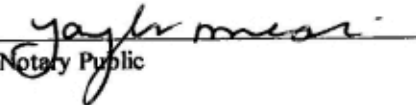
Date 6.25.24

_____[Space Below This Line for Acknowledgments]_____

State of SOUTH CAROLINA

County of Lancaster

The foregoing instrument was acknowledged before me this 6/25/24 by Lawrence Brown the Asst. Secretary of Mortgage Electronic Registration Systems, Inc., a Delaware corporation, on behalf of the corporation.


Notary Public

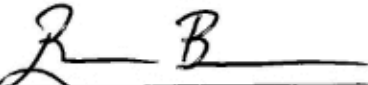
Taylor Medlin
NOTARY PUBLIC
State of South Carolina
Commission Expires 5/21/2031

Printed Name: Taylor Medlin

My commission expires: 5/21/2031

In Witness Whereof, the Lender has executed this Agreement.

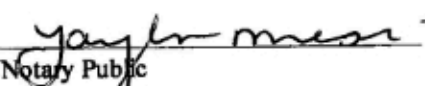
MOVEMENT MORTGAGE, LLC BY SERVICEMAC, LLC, ITS APPOINTED ATTORNEY IN FACT

By  (print name) Lawrence Brown Date 6.25.24
(title) LM mgr.

_____[Space Below This Line for Acknowledgments]_____

State of SOUTH CAROLINA
County of lanca-ster

The foregoing instrument was acknowledged before me this 6/25/24 by
Lawrence Brown, the LM mgr of **MOVEMENT**
MORTGAGE, LLC BY SERVICEMAC, LLC, ITS APPOINTED ATTORNEY IN FACT, a company, on
behalf of the company.


Notary Public

Taylor Medlin
NOTARY PUBLIC
State of South Carolina
My Commission Expires 5/21/2031

Printed Name: Taylor Medlin
My commission expires: 5/21/2031

EXHIBIT A

**BORROWER(S): DANIEL EDWARD LEE AND DOMINIQUE LEE, HUSBAND
AND WIFE AS JOINT TENANTS**

LOAN NUMBER: 3010211205

LEGAL DESCRIPTION:

**The land referred to in this document is situated in the CITY OF WEST POINT,
COUNTY OF DAVIS, STATE OF UTAH, and described as follows:**

**LOT 121, FAIRWAYS BEYOND THE BLUFF PHASE 1 CLUSTER SUBDIVISION,
ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD
IN THE OFFICE OF THE DAVIS COUNTY RECORDER.**

ALSO KNOWN AS: 4323 WEST 25 SOUTH, WEST POINT, UTAH 84015