

3616475
BK 8745 PG 861

E 3616475 B 8745 P 861-867
KELLY A. SILVESTER
DAVIS COUNTY, UTAH RECORDER
05/08/2025 02:05:19 PM
FEE: \$40.00 Pgs: 7
DEP eCASH REC'D FOR: MERIDIAN TITLE
COMPANY

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 22 day of April, 2025, between Kenneth Mecham ("Borrower") and Canyon View Credit Union ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated September 22, 2011 and recorded in Book or Liber 11920, at page(s) 1921, of the Salt Lake County tax ID 21-34-455-004

Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at:

252 South 100 East Centerville, Ut 84014 ,
(Property Address)

A tract of land within Section 7 and 18 Township 2 North, Range 1 East, Salt Lake Base and Meridian, more particularly as follows:

Beginning at the Northeast corner of Lot 1, Block 8, Plat A of the Centerville Townsite Survey, and running Thence 00°10'54" West along the West Line of 100 East Street, a distance of 76.86 feet to the northeast corner of Parcel No.03-002-0105; thence South 89°59'41" West along the boundary between Parcel No.03-002-0106 and Parcel No.03-002-0105 a distance of 100.42 feet to the Northwest corner of Parcel No.03-002-0105; thence South 89°59'41" West along the boundary between parcel No.03-002-0107 and parcel No 03-002-0106 a distance 7.32 feet; thence continue between, Parcel No. 03-002-0107 and Parcel No.03-002-0106 and the following three courses; North 00°00'0" West, a distance of 20.05 feet thence South 90°00'00" West, a distance of 8.17 feet; thence North 00°09'14" East, a distance of 56.76 feet to a point on the North line of Lot 1, Block 8, Plat A of the Centerville Townsite Survey; thence North 89°58'15 East along the North line of Lot 1, a distance of 116.15 feet to the point of beginning.

For identification purposes only: Tax Parcel No.: 03-002-0290

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 May 1st, 2025, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$368,9225.77, 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 6.75%, from 6.87%. Borrower promises to make monthly payments of principal and interest of U.S. \$1,891.85, beginning on the 1 day May, 2025, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 6.75% will remain in effect until principal and interest are paid in full. If on August 1st, 2065 (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 which the Borrower

ACCOMMODATION RECORDING ONLY.

Meridian Title Company makes no representation as to condition of title, priority of lien, nor does it assume any responsibility for validity, sufficiency or effect of document.

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. 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.
 - (f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any

telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging ☒

**CANYON VIEW
CREDIT UNION**

(Seal)
-Lender

By: _____

4-25-2025

Date of Lender's Signature



(Seal)
-Borrower

(Seal)
-Borrower

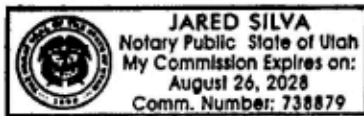
_____[Space Below This Line For Acknowledgments]_____

NOTARY ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF Box }

On the 23rd day of April, in the year 2025, be me, the undersigned, a Notary Public in and for said State, personally appeared

Kenneth Mecham
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledgment to me that he/she/the executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



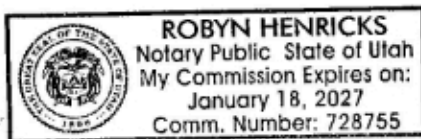
Jared Silva
NOTARY PUBLIC
My commission expires: 08/26/2028


NOTARY ACKNOWLEDGMENT

STATE OF UT }
COUNTY OF Salt Lake }

On the 25 day of April, in the year 2025, be me, the undersigned, a Notary Public in and for said State, personally appeared

MIGUEL GUTIERREZ
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledgment to me that he/she/the executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.




NOTARY PUBLIC
My commission expires: 1/18/2027

3616475
BK 8745 PG 866

3500819
BK 8102 PG 1355

Parcel No. 03-002-0290

E 3500819 B 8102 P 1355-1374
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
9/29/2022 3:11:00 PM
FEE \$40.00 Pgs: 20
DEP eCASH REC'D FOR NORTH AMERICAN TITLE

After Recording Return To:
UNIVERSITY FIRST FEDERAL
CREDIT UNION DBA UFIRST
CREDIT UNION
3450 SOUTH HIGHLAND DRIVE
#101
SALT LAKE CITY, UTAH 84106
Loan Number: 1001997

Tax Serial No.: 03-002-0290

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN: 101316400010019971

MERS Phone: 888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 12, 16, 19, 24, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

Parties

(A) "Borrower" is KENNETH WAYNE MECHAM

currently residing at 252 SOUTH 100 EAST, CENTERVILLE, UTAH 84014

Borrower is the trustor under this Security Instrument.

(B) "Lender" is UNIVERSITY FIRST FEDERAL CREDIT UNION

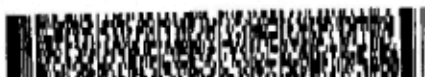
Lender is a FEDERAL CREDIT UNION organized and existing under the laws of
UTAH, Lender's address is 3450 SOUTH HIGHLAND DRIVE, SUITE
201, SALT LAKE CITY, UTAH 84111

The term "Lender" includes any successors and assigns of Lender.

(C) "Trustee" is DOMA TITLE
150 N MAIN ST STE 100, BOUNTIFUL, UTAH 84010

The term "Trustee" includes any substitute/successor Trustee.

(D) "MERS" is 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. MERS is the beneficiary under this Security Instrument. 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.



**EXHIBIT A
LEGAL DESCRIPTION**

A tract of land located within Section 7 and 18, Township 2 North, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the Northeast corner of Lot 1, Block 8, Plat A of the Centerville Townsite Survey, and running thence 00°10'54" West along the West line of 100 East Street, a distance of 76.86 feet to the Northeast corner of Parcel No. 03-002-0105; thence South 89°59'41" West along the boundary between Parcel No. 03-002-0106 and Parcel No. 03-002-0105, a distance of 100.42 feet to the Northwest corner of Parcel No. 03-002-0105; thence South 89°59'41" West along the boundary between Parcel No. 03-002-0107 and Parcel No. 03-002-0106, a distance of 7.32 feet; thence continuing between Parcel No. 03-002-0107 and Parcel No. 03-002-0106 the following three courses: North 00°00'00" West, a distance of 20.05 feet; thence South 90°00'00" West, a distance of 8.17 feet; thence North 00°09'14" East, a distance of 56.76 feet to a point on the North line of Lot 1, Block 8, Plat A of the Centerville Townsite Survey; thence North 89°58'15" East along the North line of Lot 1, a distance of 116.15 feet to the point of Beginning.

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