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KELLY A. SILVESTER
DAVIS COUNTY, UTAH RECORDER
06/05/2025 02:55:43 PM
FEE: \$40.00 Pgs: 5
DEP eCASH REC'D FOR: MERIDIAN TITLE COMPANY

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LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 22nd day of May 2025, between Kenneth Wayne Mecham ("Borrower") and Canyon View Credit Union formerly known as University First Federal Credit Union ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), as Nominee for Lender. This Agreement amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated September 28th, 2022 and recorded as Entry 3500819, in Book or Liber 8102 at page(s) 1355-1374 in the Official Deed of Trust 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 252 South 100 East, Centerville, Utah 84014 the real property described being set forth as follows:

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 $00^{\circ}10'54''$ 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 $89^{\circ}59'41''$ 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 $89^{\circ}59'41''$ 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 $00^{\circ}00'00''$ West, a distance of 20.05 feet; thence South $90^{\circ}00'00''$ West, a distance of 8.17 feet; thence North $00^{\circ}09'14''$ 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 $89^{\circ}58'15''$ 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 22, 2025, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$373,018.00 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. \$59,447.34 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$313,570.66 Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 6.75%, from May 1, 2025. Borrower promises to make monthly payments of principal and interest of U.S. \$1,891.95, beginning on the 1st day of June 2025, and continuing thereafter on the same day of each

succeeding month until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The yearly rate of 6.75% will remain in effect until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The new Maturity Date will be May 1, 2065.

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. 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, the Borrower also consents to being contacted by text messaging.

(g) *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 exists 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.

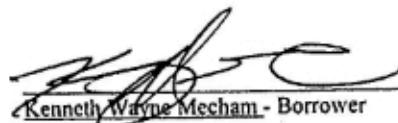
Canyon View Credit Union (Seal)

-Lender

By: Crystal Reyes
- Crystal Reyes

06/05/25

Date of Lender's Signature


Kenneth Wayne Mecham - Borrower

(Seal)

-Borrower

Katie Bott

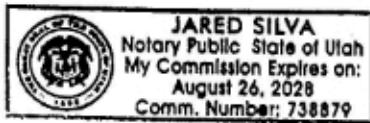
Mortgage Electronic Registration Systems, Inc.,
as nominee for Lender, its successors and assigns

[Space Below This Line for Acknowledgments] _____

State of Utah)
)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me by Kenneth Wayne Mecham this 24 day of 2025.

Witness my hand and official seal.



(seal)

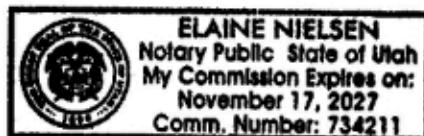
Jared Silva
Notary Public
Jared Silva
Print or Type Name

My commission expires: 08/26/2028

State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me by Crystal Reyes, this 5 day of June 2025.

Witness my hand and official seal.



(seal)

Elaine Nielsen
Notary Public

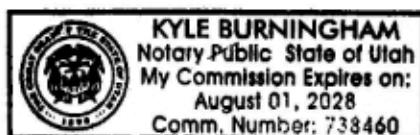
Elaine Nielsen
Print or Type Name

My commission expires: 11/17/27

State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me by Katie Bott, this 30 day of May 2025.

Witness my hand and official seal.



(seal)

Kyle Birmingham
Notary Public

Kyle Birmingham
Print or Type Name

My commission expires: August 01, 2028