

Ent: 404730 - Pg 1 of 6
Date: 10/10/2014 8:17:00 AM
Fee: \$20.00
Filed By: eCASH
Jerry M. Houghton, Recorder
Tooele County Corporation
For: First American NDTs

This Document Prepared By:

TIFFANY WARREN
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715
(800) 416-1472

When Recorded Mail To:

FIRST AMERICAN TITLE
ATTN: LMTS
P.O. BOX 27670
SANTA ANA, CA 92799-7670

Tax/Parcel No. 12-036-0-0049

[Space Above This Line for Recording Data]

Original Principal Amount: \$119,514.00

FHA/VA Loan No.:

Unpaid Principal Amount: \$87,282.81

Loan No: (scan barcode)

New Principal Amount \$90,412.90

New Money (Cap): \$3,130.09

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this 13TH day of AUGUST, 2014, between **GARY P DEHERRERA, AN UNMARRIED MAN** ("Borrower"), whose address is **1473 N 420 EAST, TOOELE, UTAH 84074** and **WELLS FARGO BANK, N.A.** ("Lender"), whose address is **3476 STATEVIEW BLVD, MAC# X7801-03K, FORT MILL, SC 29715** amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **JULY 1, 2003** and recorded on **JULY 8, 2003** in **BOOK 869 PAGE 116, TOOELE COUNTY, UTAH**, and (2) the Note, in the original principal amount of U.S. **\$119,514.00**, 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

1473 N 420 EAST, TOOELE, UTAH 84074



the real property described is located in **TOOELE COUNTY, UTAH** and being set forth as follows:

LOT 49, EASTLAND ESTATES SUBDIVISION PLAT B, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN THE OFFICE OF THE TOOELE COUNTY RECORDER.

SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS OF WAY AND RESERVATIONS APPEARING OF RECORD.

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. Borrower agrees that certain amounts owed will not be capitalized, waived, or addressed as part of this Agreement, and will remain owed until paid. These amounts owed are referenced in the Cover Letter to this Agreement, which is incorporated herein, and are to be paid with the return of this executed Agreement. If these amounts owed are not paid with the return of this executed Agreement, then Lender may deem this Agreement void.
2. As of, **SEPTEMBER 1, 2014** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$90,412.90**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$3,130.09** 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.
3. 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 **3.7500%**, from **SEPTEMBER 1, 2014**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$418.72**, beginning on the **1ST** day of **OCTOBER, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **SEPTEMBER 1, 2044** (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.
4. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

5. The 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.
6. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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.
7. 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.
8. 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.
9. If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure

In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

Kenya Capriest Blackmon
By _____

Kenya Capriest Blackmon
Vice President Loan Documentation
(print name)
(title)

9-18-14
Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF Minnesota

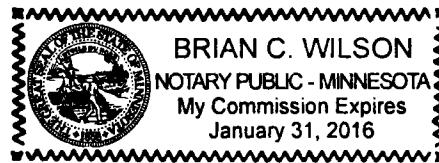
COUNTY OF Dakota

The instrument was acknowledged before me this 9/18/14 by
Kenya Capriest Blackmon,
Vice President Loan Documentation of WELLS FARGO BANK, N.A.,
a Vice President Loan Documentation, on behalf of said company.

Brian
Notary Public

Printed Name: Brian C. Wilson

My commission expires: 1/31/2016



THIS DOCUMENT WAS PREPARED BY:

TIFFANY WARREN
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715



In Witness Whereof, I have executed this Agreement.


Borrower: **GARY P DEHERRERA**

29AUG14
Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

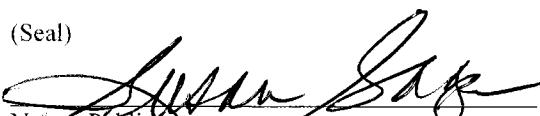
[Space Below This Line for Acknowledgments]

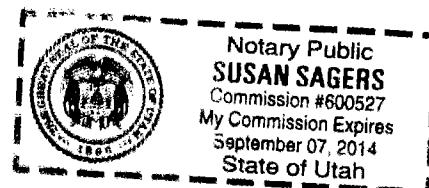
BORROWER ACKNOWLEDGMENT

STATE OF Utah
COUNTY OF Tooele

The foregoing instrument was acknowledged before me this 8-29-14 by GARY P DEHERRERA (person acknowledging, title or representative capacity, if any).

(Seal)


Notary Public
Printed Name SUSAN SAGERS
My commission expires: 9-7-14



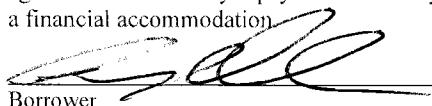
Date: **AUGUST 13, 2014**
Loan Number: (scan barcode)
Lender: **WELLS FARGO BANK, N.A.**
Borrower: **GARY P DEHERRERA**
Property Address: **1473 N 420 EAST, TOOELE, UTAH 84074**

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.


Borrower

29AUG14
Date

GARY P DEHERRERA

Borrower

Date

Borrower

Date

Borrower

Date

Borrower

Date

Borrower

Date

07082014_77

First American Mortgage Services

Page 6

708 