

After Recording Return To:
UNITED WHOLESale MORTGAGE, LLC
585 SOUTH BOULEVARD E
PONTIAC, MI 48341
ATTN: POST CLOSING MANAGER

Tax Serial No.:

[Space Above This Line For Recording Data]

RESPA
LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

Lender's Loan Number: 1223205444
MIN: 100032412232054442
MERS Phone: 888-679-6377

This Loan Modification Agreement ("Agreement"), made this 3rd day of April, 2024
between Sennett H. Fraughton and Carissa J. Fraughton, Husband and Wife, As Joint Tenants

UNITED WHOLESale MORTGAGE, LLC

("Borrower")

and Mortgage Electronic Registration Systems, Inc. ("MERS") ("Beneficiary"), amends and supplements
(1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated 6/13/2023
and recorded as Instrument No. 464437 on 6/15/2023
in book 1557, page 0423, of Official Records in the County Recorder's office of
BOX ELDER/UTAH
(County and State, or other jurisdiction)

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

3071 W 10200 N, Deweyville, Utah 84309
(Property Address)



the real property described being set forth as follows:
 See Attached
 A.P.N.: 05-152-0074

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 April 3, 2024, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 619,475.00, 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 7.711 %, from May 1, 2024. Borrower promises to make monthly payments of principal and interest of U.S. \$ 4,421.31, beginning on the 1st day of June, 2024, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 7.711 % will remain in effect until principal and interest are paid in full. If on May 1, 2054 (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 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, 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 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.

(h) [Check box if the security property is an investment property or a 2-4 unit principal residence:]

Borrower hereby absolutely and unconditionally assigns and transfers to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon this assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold estate.

Borrower hereby absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default under this Agreement, pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9 of the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.



Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

[Check box if the borrower previously received a Chapter 7 bankruptcy discharge but did not reaffirm the mortgage debt under applicable law:]

Notwithstanding anything to the contrary contained in this Agreement, Borrower and Lender acknowledge the effect of a discharge in bankruptcy that has been granted to Borrower prior to the execution of this Agreement and that Lender may not pursue Borrower for personal liability. However, Borrower acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances. The parties agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default thereunder. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.

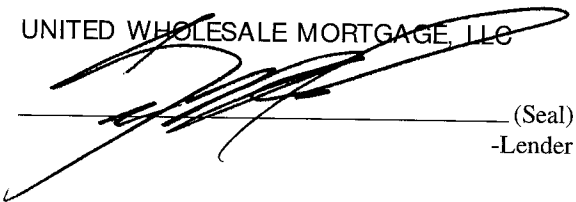
[Check box if the lender previously waived the borrower's obligation to maintain an escrow account for the payment of escrow items:]

6. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.

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UNITED WHOLESALE MORTGAGE, LLC



(Seal)
-Lender

By: Sean Mansell 157638

4-83-2024

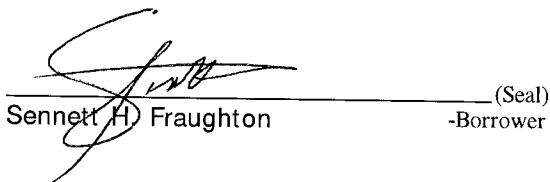
Date of Lender's Signature



(Seal)

By: Stephanie Ryan

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



(Seal)
Sennett H. Fraughton
-Borrower



(Seal)
Carissa J. Fraughton
-Borrower



_____[Space Below This Line For Acknowledgments]_____

LENDER ACKNOWLEDGMENT

State of Michigan)
County of Oakland) SS.
~~BOX ELDER~~)

On this 23 day of April 2024, personally appeared before me
Sean Mansell
(name of corporate signer)

whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly
sworn/affirmed, did say that he/she is the SVP
(title of office or corporate signer)

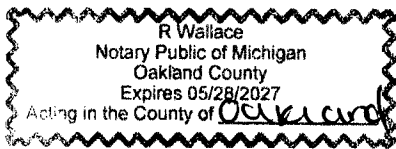
of UNITED WHOLESALE MORTGAGE, LLC
(name of corporation)

and that said document was signed by him/her in behalf of said corporation by authority of its bylaws (or resolution
of its board of directors), and said Sean Mansell
(name of corporate signer again)

acknowledged to me that said corporation executed the same.

(SEAL)

R Wallace
Notary Public



BORROWER ACKNOWLEDGMENT

State of UTAH)
County of BOX ELDER) SS.

On this 9th day of April, in the year 2024, before me
Carly Pendergast, a notary public,
personally appeared Sennett H. Fraughton AND Carissa J. Fraughton

proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to in this document, and acknowledged (he/she/they) executed the same.



(Notary Seal)

Carly Pendergast
Notary Signature

My commission expires: 6/29/26



FIRST PAYMENT LETTER

Loan Number: 1223205444

Date: April 3, 2024

Serv. #: 0184806115

MIN: 100032412232054442

Property Address: 3071 W 10200 N
Deweyville, Utah 84309

In the event that mortgage insurance is required on the above loan, the undersigned agrees that except as otherwise provided by law, UNITED WHOLESALE MORTGAGE, LLC, its successors and assigns, ("Mortgagee") may at any time during the mortgage term and in its discretion apply for renewal of mortgage guaranty insurance covering the mortgage executed by the undersigned of even date herewith, pay the premiums due by reason thereof, and require repayment to Mortgagee by the undersigned of such amounts. Failure to do so shall be considered a default and all provisions of the Note and Mortgage/Deed of Trust/Security Deed/Security Instrument with regard to default shall be applicable.

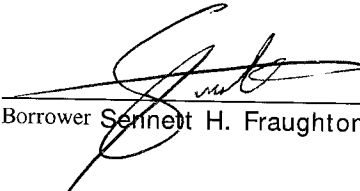
The undersigned understands that any maintenance fee due in connection with the above property will not be collected in the escrow/reserve account. That same will be billed to the undersigned and paid by the undersigned directly to the maintenance association.

The first regular monthly payment on the above mortgage loan is due on June 1, 2024. Based on the preliminary information now available for the amount of taxes and insurance, the undersigned understands that the ESTIMATE of the total monthly payment is as follows:

Principal and Interest	\$	<u>4,421.31</u>
Homeowner's Insurance	\$	<u>57.92</u>
Mortgage Insurance	\$	<u> </u>
Property Taxes	\$	<u> </u>
COUNTY PROPERTY TAX	\$	<u>365.96</u>
	\$	<u> </u>
	\$	<u> </u>
TOTAL PAYMENT:	\$	<u>4,845.19</u>

The undersigned further acknowledges that monthly coupons/statements and a supply of self-addressed envelopes will be sent to the undersigned, and that the amount of monthly payment may differ from the amount shown above, depending upon the latest estimate of the amount for taxes and insurance.

RECEIVED AND ACKNOWLEDGED:


Borrower Sennett H. Fraughton
4/9/2024
Date


Borrower Carissa J. Fraughton
4/9/2024
Date

PAYMENT MUST BE SENT TO:
UNITED WHOLESALE MORTGAGE, LLC
P.O. Box 11733
Newark, New Jersey 07101-4733

The total estimated monthly escrow account contribution is \$ 0.00 displayed rounded to the nearest cent.

. Itemized escrow account items are



EXHIBIT "A"
Property Description

Order No.: 23-16631-TXW
Parcel Number: 05-152-0074
Property Address: 3071 West 10200 North, Deweyville, UT 84309

PROPERTY DESCRIPTION:

Property 1:

Lot 8R, East Creek Estates Phase 2, according to the official plat thereof on file and of record in the office of the Box Elder County Recorder.

Tax Parcel #: 05-152-0074