Entry #: 516380 07/28/2020 09:27 AM MOD AGRMNT TO TRUST DEED Page: 1 of 2 · FEE: \$40.00 BY: UTAH HOUSING CORPORATION Jerry Houghton, Tooele County, Recorder

UPON RECORDING MAIL TO: Utah Housing Corp. 2479 South Lake Park Blvd. West Valley, UT 84120 Attn. Josh Arnold FHA Case No. 521-8969754

UTAH HOUSING CORPORATION LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), is made and entered into this 2th day of 1000, 2020 by and between Terry Johansen and Sarah Johansen, as Joint Tenants, hereinafter referred to as "Borrower(s)", whose address is 537 North Seagull Drive Tooele, Utah 84074 and Utah Housing Corporation, hereinafter referred to as "Lender".

WITNESSETH:

On or about October 28, 2014 the Borrower(s) did make, execute, and deliver to SecurityNational Mortgage Company, A Utah Corporation, who did transfer its interest therein to the Lender, a certain promissory note, ("Note"), (or, in the case of assumptions, an assumption agreement) in the amount of \$145,319.00 with interest thereon at the rate of 4.625% per annum, payable in consecutive monthly installments beginning with the first installment due December 1, 2014, of \$747.14 principal and interest with the final installment of the indebtedness, if not sooner paid, due and payable on November 1, 2044.

For the purpose of securing the payment of said Note, the Borrower(s) did make, execute, and deliver to Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for SecurityNational Mortgage Company, A Utah Corporation as Beneficiary who did transfer its interest therein to the Lender, that certain Deed of Trust bearing the date of October 28, 2014, conveying to the Trustee therein named the following described real property, situated in the County of Tooele, State of Utah, to-wit:

LOT 41, EASTRIDGE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE TOOELE COUNTY RECORDER'S OFFICE, STATE OF UTAH.

EXCEPTING THEREFROM, THE FOLLOWING: BEGINNING AT THE SOUTHEAST CORNER OF LOT 41, EASTRIDGE SUBDIVISION, A SU BDIVISION OF TOOELE CITY, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF TOOELE COUNTY, UTAH; AND RUNNING THENCE SOUTH 89°18' WEST 22.9 FEET; THENCE NORTH 61°04' EAST 26 FEET TO THE WEST LINE OF SEAGULL DRIVE; THENCE SOUTHERLY 12.3 FEET ALONG THE WEST LINE OF SAID SEAGULL DRIVE TO THE POINT OF BEGINNING. TAX ID# 08-038-0-0041

Which Deed of Trust was duly recorded in the office of the recorder of said County and State, on October 30, 2014 as Entry No: 405415 hereinafter referred to as "Trust Deed".

There is now due and owing upon the aforesaid Note the principal sum of \$132,483.06 and the Borrower(s) desires a modification of the terms of payment thereof, to which the Lender is agreeable to the terms and conditions hereinafter stated.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto that the indebtedness remaining unpaid on said Note, as secured by the Trust Deed, including principal, interest and any accrued fees, in the amount of \$141,241.64 with interest at the rate of 3.625% per annum continuing to accrue hereon shall be payable in monthly installments of \$644.13 (plus such amounts as may be necessary for escrows for insurance and taxes) commencing on September 1, 2020, and continuing on the first day of each month thereafter until paid, except that, if not sooner paid, the final payment of principal and interest shall be due and payable August 1, 2050, hereinafter referred to as "Maturity Date". Pursuant to the terms of the original Note, if any monthly installment not paid when due and remains unpaid after a date specified by a notice to the Borrower(s), the entire principal amount outstanding and accrued interest thereon and fees shall at once became due and payable at the option of the Lender. The date specified by a notice to the Borrower(s), shall not be less than 30 days from the date such notice is mailed.

Except as herein modified in the manner and on the terms and conditions hereinabove stated, said Note and Trust Deed shall be and remain in full force and effect, with all the terms and conditions of which the Lender does agree to comply in the same manner and to the same extent as though the provisions thereof were in all respects incorporated herein and made a part of this agreement. The Trust Deed is unmodified by this Agreement, shall continue to secure the amounts owed under the Note and this Agreement and shall retain its original priority

IN WITNESS WHEREOF, the Lender has hereunto set their hand and the Lender has caused these presents to be executed on its behalf by its duly authorized representative this day and year first hereinabove written.

Daah Whansen Walts Sarah Johansen
"BORROWER(S)"
STATE OF UTAH)
COUNTY OF Tooele)
On this 8 day of July, in the year 2020, before me Caleb Fullme, a notary public, personally appeared Terry Johansen and Sarah Johansen, 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.
CALEB FULLMER Notary Public - STATE OF UTAL COMMISSION NO. 707647 COMM. EXP. 06/07/2023
By:
STATE OF UTAH)
COUNTY OF SALT LAKE)
On this 23day of 50/y, in the year 2020, before me Josh Arnold, a notary public, personally appeared Jonathan Hanks, 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 Public - State of Utah JOSHUA C. ARNOLD Comm. #705787 My Commission Expires June 17, 2023