

Ent 518372 Pg 1 of 9
Date: 20-Aug-2018 12:17:40PM
Fee: \$26.00
Filed By: DMM
SHELLEY BRENNAN, Recorder
DUCESNE COUNTY CORPORATION
For: ATLAS TITLE - HEBER CITY
Electronically Recorded

After Recording Return To:

ZB, N.A. dba Zions Bank

7800 E Dorado Pl

Centennial, CO, 80111

Loan Number: 049816110059914

Investors Loan Number:

MERS Number: 100019520000119218

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**CONSTRUCTION CONVERSION MODIFICATION AGREEMENT
(Fixed Interest Rate) (Embedded Fixed-Rate Financing Terms)**

**ONE ORIGINAL MODIFICATION AGREEMENT MUST BE EXECUTED BY
THE BORROWER: TO BE RECORDED IN THE LAND RECORDS WHERE THE
SECURITY INSTRUMENT IS RECORDED.**

This Construction Conversion Modification Agreement (the "Agreement"), made and effective this 14th day of August, 2018, between ZB, N.A. dba Zions Bank ("Lender") and KEITH JAMES MARSHALL, MARRIED MAN ("Borrower"), and Mortgage Electronic Registration Systems, Inc., ("MERS"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the interim construction financing Note (the "original Note") to Lender dated the 17th day of March, 2017, in the original principal sum of U.S. \$ 259,250.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the original Rate Note and recorded in Book or Liber N/A, at pages N/A, Instrument No. 503290 of the Official Records of Duchesne County , UT. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

46982 W Thunder Ridge Rd, Fruitland, UT, 84027
[Property Address]

the real property described being set forth as follows:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS
EXHIBIT A**

Borrower and Lender agree that on or before the date of this Agreement the construction or renovation, as applicable, of the Property has been completed and that all loan proceeds have been disbursed to Borrower in accordance with the terms of the original Note. Borrower and Lender have agreed to modify the terms of the original Note and Security Instrument in accordance with the terms of this Agreement. This Agreement is not a novation.

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the original Note and Security Instrument):

Current Loan Balance. As of **08/14/2018**, the amount payable under the Note and Security Instrument, each as modified by this Agreement (the "Unpaid Principal Balance"), is U.S. \$ **259,250.00**.

Interest, if any, has been paid through the date of this Agreement.

Note Modification. The terms and provisions of the interim construction financing stated in the original Note are amended and modified as follows:

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ **259,250.00** (this amount is called "Unpaid Principal Balance"), plus interest, to the order of the Lender. The identity of Lender is stated in the original Note. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Unpaid Principal Balance has been paid. I will pay interest at a yearly rate of **4.500%**.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) below.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the **first** day of each month beginning on **10/01/2018**. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **09/01/2048**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ **1,313.58**.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe

under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **15** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.000 %** of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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 this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Compliance with Covenants. Borrower shall 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.

Amendments to the Security Instrument. The terms and provisions of the interim construction financing stated in the Security Instrument are amended and modified as follows; those marked are applicable:

- [](a) **Increase in Principal Balance.** The Unpaid Principal Balance of the Note that is secured by this Security Instrument has been increased by U.S. \$.
- [](b) **Decrease in Principal Balance.** The Unpaid Principal Balance of the Note that is secured by this Security Instrument has been decreased by U.S. \$.
- [X](c) **Change in Maturity Date.** The Unpaid Principal Balance if not paid sooner is due in full not later than **09/01/2048**.
- [X](d) **Security Instrument Riders Cancelled.** The rider(s) to the Security Instrument pertaining to the interim construction financing are null and void and of no further effect as of the date of this Agreement.
- [](e) **Additional Security Instrument Rider(s).** The terms and conditions of the Security Instrument are further amended and modified by the terms and conditions stated in the Security Instrument Rider(s), dated the date of this Agreement, fully executed and delivered by Borrower, and attached to and incorporated into this Agreement by reference.

Recordation. This Agreement shall be recorded, together with any applicable attachments, in all places where the Security Instrument is recorded.

No Release. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the original Note or Security Instrument. Except where otherwise specifically provided in this Agreement, the original Note and Security Instrument shall remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions of these instruments, as amended by this Agreement.

"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.

In Witness Whereof, Lender and Borrower have executed this Agreement.

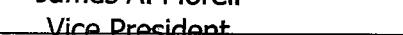
LENDER:

ZB, N.A. dba Zions Bank

By: 

Name: 

James A. Morell

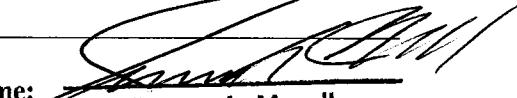
Title: 

Vice President

MORTGAGEE:

Mortgage Electronic Registration Systems, Inc.

As nominee for ZB, N.A. dba Zions Bank

By: 

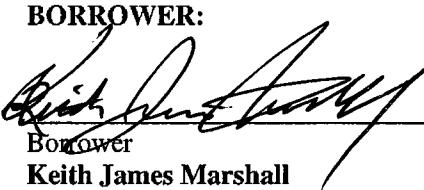
Printed Name: 

James A. Morell

Title: 

Vice President

BORROWER:

 Borrower

Keith James Marshall

(Seal)

Co-Borrower

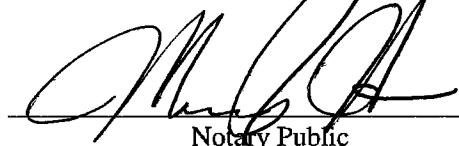
(Seal)

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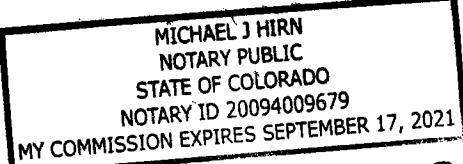
Colorado (mn)
STATE OF CO

COUNTY OF ARAPAHOE

This instrument was acknowledged before me this 14 day of August, 2018, as VP 28, 1d of ZB, N.A. dba Zions Bank, on behalf of said entity.



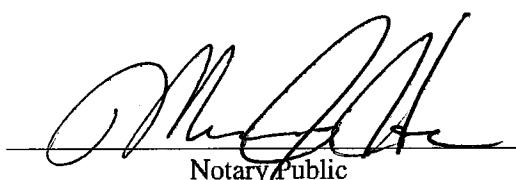
Notary Public



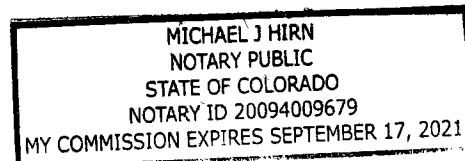
Colorado (mn)
STATE OF CO

COUNTY OF ARAPAHOE

This instrument was acknowledged before me this 14 day of August, 2018, by JAM & Morel (name) (title) On behalf of Mortgage Electronic Registration Systems, Inc., nominee for ZB, N.A. dba Zions Bank.



Notary Public



STATE OF Utah

COUNTY OF _____

This instrument was acknowledged before me this 14 day of August, 2018, by **KEITH JAMES**
MARSHALL, MARRIED M

CA All-Purpose Acknowledgment Attached

Notary Public

[Attach Any Applicable Security Instruments Riders]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

On Aug 13, 2018 before me, D.E.Tevik-Wood, Notary Public
 Date Keith James Marshall
 personally appeared Keith James Marshall

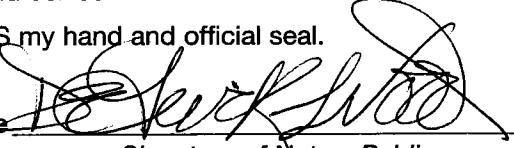
Here Insert Name and Title of the Officer

Name(s) of Signer(s)

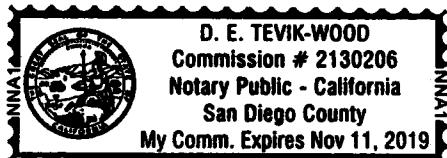
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

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EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 31779

Lot 200, Bandanna Ranch Chuckwagon Phase, according to the official plat thereof on file and of record
in the Duchesne County Recorder's Office.

Tax ID No. BRS-0200