

Ent 523574 Pg 1 of 2
Date: 25-Feb-2019 12:41:50PM
Fee: \$12.00
Filed By: KJH
SHELLEY BRENNAN, Recorder
DUCHESNE COUNTY CORPORATION
For: FIRST AMERICAN - TITLE
Electronically Recorded

When Recorded Return To:
Mountain America Federal Credit Union
Mortgage Department
7167 South Center Park Drive
West Jordan, Utah 84084

FIXED RATE LOAN MODIFICATION AGREEMENT

This Fixed Rate Loan Modification Agreement ("Agreement"), made this 4th day of February, 2019, between Wyatt Gines and Kirsten Gines ("Borrower"), and Mountain America Credit Union ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated May 2, 2018, and recorded as Entry Number 515096 Page 1 of 17.

Records of Duchesne County, State of Utah, and (2) the Note and "Rider to Note for Construction Phase" 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 9082 South 20000 West, Duchesne, UT 84021 the real property described being set forth as follows:

LOT 8, RIVERWOOD SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE RECORDER, DUCHESNE COUNTY, UTAH.

Tax serial Number: 00-0034-8527

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):

The first paragraph of the "Security Instrument" (Mortgage, Deed of Trust or Deed to Secure Debt) is amended and supplemented as follows:

Borrower owes Lender the principal sum of Three Hundred Seventy Six Thousand Six Hundred Eighteen Dollars and 01/100 (U.S. \$376,618.01). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 1, 2049.

Paragraph 1 of the Note is amended and supplemented as follows:

1. **BORROWER'S PROMISE TO PAY:**

In return for a loan that I have received, I promise to pay U.S. \$376,618.01 (this amount is called "principal"), plus interest, to the order of the Lender.

Paragraph 2 of the Note is amended and supplemented as follows:

2. INTEREST

I will pay interest at a yearly rate of 4.625%.

Paragraph 3 of the Note is amended as follows:

PAYMENTS

I will make my monthly payments on the first day of each month beginning on April 1st, 2019. If on March 1, 2049, I still owe amounts under the Note, I will pay those amounts in full on that date, which is called my "Maturity Date".

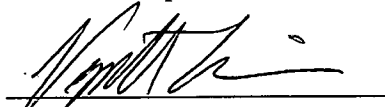
My monthly payment will be in the amount of U.S. \$1,936.34


Paragraph 2 of the Rider to Note for Construction Phase is amended as follows:

2. INTEREST DURING CONSTRUCTION PHASE:

During the first N/A month(s) of the loan, interest will be charged to me on the monies advanced in accordance with my draw schedule. I will be charged interest only, at the rate of N/A percent per annum on the monies advanced.

Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note, Rider to Note for Construction Phase, and/or Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.


Wyatt Gines

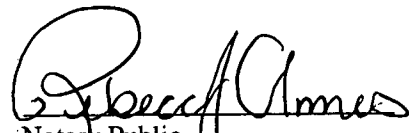

Kirsten Gines

_____ (Space Below This Line For Acknowledgments) _____

STATE OF UTAH
COUNTY OF Duchesne

The foregoing instrument was subscribed and sworn to and acknowledged before me this 19th day of February 2019, by Wyatt Gines and Kirsten Gines.

My Commission Expires: May 16, 2022


Notary Public
Residing at:

39 E. Main ST
Duchesne UT 84021

