Entry #: 551554 08/09/2021 09:22 AM MOD AGRMNT TO TRUST DEED Page: 1 of 7 FEE: \$40.00 BY: FIRST AMERICAN TITLE INSURANCE COMP/ Jerry Houghton, Tooele County, Recorder

This Document Prepared By: BRANDY MANGALINDAN CARRINGTON MORTGAGE SERVICES, LLC CARRINGTON DOCUMENT SERVICES 1600 SOUTH DOUGLASS ROAD, SUITE 200A ANAHEIM, CA 92806 1-866-874-5860

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When Recorded Mail To: CARRINGTON MORTGAGE SERVICES, LLC C/O LOSS MITIGATION POST CLOSING DEPARTMENT 1600 SOUTH DOUGLASS ROAD, SUITE 200A ANAHEIM, CA 92806

Tax/Parcel #: 1200200211

[Space Above This Line for Recording Data]

Original Principal Amount: \$181,631.00 Unpaid Principal Amount: \$150,256.92 New Principal Amount: \$150,256.92 Capitalization Amount: \$0.00

Investor Loan No.:045045529690 Loan No: 7000285419

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7000285419

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## EXTENSION MODIFICATION AGREEMENT (DEED OF TRUST)

This modification adds the amount of \$0.00 to the current principal balance of \$150,256.92, and represents capitalized interest, fees, expenses, and other amounts due under the terms of the original Mortgage/Deed of Trust/Trust Deed. The new unpaid principal balance of the loan, as modified, is \$150,256.92. The original principal balance of the loan on which mortgage/recording taxes were previously paid was \$181,631.00.

Borrower ("I")<sup>1:</sup> JOSHUA D DIXON, AN UNMARRIED MAN Borrower Mailing Address: 794 EAST 890 NORTH, TOOELE, UTAH 84074 Lender: CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND AUTHORIZED AGENT OF JP MORGAN CHASE BANK, NATIONAL ASSOCIATION Lender or Servicer Address: 1600 SOUTH DOUGLASS ROAD, SUITE 200A, ANAHEIM, CA 92806 Date of First Lien Security Instrument ("Mortgage") and Note ("Note"): AUGUST 27, 2012 Loan Number: 7000285419 Property Address: 794 EAST 890 NORTH, TOOELE, UTAH 84074

Legal Description: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

**REFERENCE NUMBERS OF DOCUMENTS MODIFIED: Recorded on AUGUST 28, 2012 in INSTRUMENT NO. 373944, of the Official Records of TOOELE COUNTY, UTAH** 

Tax Parcel No: 1200200211

This Extension Agreement ("Agreement") will, as set forth below, amend and supplement (i) the Mortgage on the Property, and (ii) the Note secured by the Mortgage. The Mortgage and Note together, as may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement have the meaning given to them in the Loan Documents.

<sup>1</sup> If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

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This Agreement will not take effect until the Lender signs it.

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- 1. The new maturity date will be **DECEMBER 1, 2043** ("Maturity Date"). Except as otherwise provided in paragraph 3C below, if on the Maturity Date I still owe amounts under the Loan Documents as amended by this Agreement, I will pay these amounts in full on the Maturity Date.
- 2. The current principal balance is \$150,256.92. No adjustments were made to the balance under the terms of this Agreement.
- 3. Additional Agreements, I agree to the following:
  - A. That this Agreement shall supersede the terms of any modification, forbearance, or workout plan, if any, that I previously entered into with Lender.

To comply, except to the extent that they are modified by this Agreement, or by the U.S. Bankruptcy Code, with all covenants, agreements, and requirements of the Loan Documents, including any agreement to make payments of taxes, insurance premiums, assessments, impounds, and all other payments, the amount of which may change periodically over the term of my Loan. This Agreement does not waive future escrow requirements. If the Loan includes collection of tax and insurance premiums, this collection will continue for the life of the loan.

That the Loan Documents are composed of valid, binding agreements, enforceable in accordance with their terms.

That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, or by the U.S. Bankruptcy Code, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, or by the U.S. Bankruptcy Code, the Lender and I will be bound by, and will comply with, all of the terms and provisions of the Loan Documents.

If any document is lost, misplaced, misstated or inaccurately reflects the true and correct terms and conditions of the Loan Documents as amended by this Agreement, within ten (10) days after my receipt of the Lender's request, I will execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s). If I fail to do so, I will be liable for any and all loss or damage which the Lender reasonably sustains as a result of my failure.

B. That, if the Borrower is in an active bankruptcy case upon execution of this

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**WILLING 7000285419** 

document, the Borrower will obtain any required bankruptcy court and trustee approvals in accordance with applicable local court rules and procedures. The Borrower understands that if such approvals are not received, then the terms of this Agreement will be null and void. If this Agreement becomes null and void, the terms of the original Loan Documents shall continue in full force and effect, and such terms shall not be modified by this Agreement.

- C. If the Borrower(s) received a discharge in a Chapter 7 bankruptcy subsequent to the execution of the Loan Documents, then Lender agrees that such Borrower(s) will not have personal liability on the debt pursuant to this Agreement. If Borrower(s) is in an open bankruptcy case but has not yet received a discharge, then this Agreement is not intended as an attempt to collect a debt. Rather the agreement is intended to modify the Loan Documents to enable the Borrower(s) to continue making voluntary payments and retain the Property.
- D. I acknowledge and agree that if the Lender executing this Agreement is not the current holder or owner of the Note and Mortgage, that such party is the authorized servicing agent for such holder or owner, or its successor in interest, and has full power and authority to bind itself and such holder and owner to the terms of this modification.
- E. That the mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Sign and return the Extension Modification Agreement by JULY 20, 2021.

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In Witness Whereof, I have executed this Agreement	
Joshua D. Diton	7/27/21
Borrower: JOSHUA D DIXON	Date

[Space Below This Line for Acknowledgments]

## BORROWER ACKNOWLEDGMENT

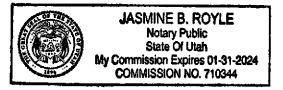
State of Utah)

County of Tooele

On this 27 day of Juy, in the year 20 21, before me, Joshua Di X ona notary public, personally appeared <u>JOSHUA D DIXON</u>, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

signature)



(seal)

In Witness Whereof, the Lender has executed this Agreement.

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CARRINGTON MORTGAGE SERVICES, LLC AUTHORIZED AGENT OF JP MORGAN CHAS		
ASSOCIATION		
	JUL 3 0 2021	
By (print name)	Date	
Osbaldo Sanchez, Director, Loss Mitigation (title) Carrington Mortgage Services, LLC Attorney in Fact		
[Space Below This Line for Ack	nowledgments]	
LENDER ACKNOWLEDGMENT		
A notary public or other officer completing this certi individual who signed the document to which this ce		
truthfulness, accuracy, or validity of that document.		
State of <u>California</u> )		
County of <u>Orange</u> )		
On JUL 3 0 2021 before me Hec	tor Solis, Jr. Notary	
Public, personally appeared <u>Usbaldo Sanchez</u>	, 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 the person(s), or the entity upon behalf of which 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



(Seal)

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## EXHIBIT A

## BORROWER(S): JOSHUA D DIXON, AN UNMARRIED MAN

LOAN NUMBER: 7000285419

**LEGAL DESCRIPTION:** 

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The land referred to in this document is situated in the CITY OF TOOELE, COUNTY OF TOOELE, STATE OF UTAH, and described as follows:

LOT 211, HOLT MEADOWS PLAT B, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE TOOELE COUNTY RECORDER'S OFFICE.

ALSO KNOWN AS: 794 EAST 890 NORTH, TOOELE, UTAH 84074

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