

Ent 556767 Pg 1 of 7  
Date: 12-Apr-2022 10:09:05AM  
Fee: \$40.00  
Filed By: TJD  
SHELLEY BRENNAN, Recorder  
DUCESNE COUNTY CORPORATION  
For: VISIONET SYSTEMS  
Electronically Recorded

This Document Prepared By:

**FARAH JOHNSON**  
**PNC MORTGAGE, A DIVISION**  
**OF PNC BANK, NATIONAL**  
**ASSOCIATION**  
**3232 NEWMARK DR**  
**MIAMISBURG, OH 45342**  
**(888) 224-4702**

When Recorded Mail To:

**PNC BANK, N.A.**  
**P.O. BOX 8800**  
**DAYTON, OH 45401**

Tax/Parcel #: **00-0012-0232**

[Space Above This Line for Recording Data]

**Original Principal Amount: \$259,250.00**

**Freddie Mac Loan No.:587199385**

**Unpaid Principal Amount: \$248,569.69**

**Loan No: \*\*\*\*8197**

**New Principal Amount: \$274,935.21**

**Capitalization Amount: \$26,365.52**

## **LOAN MODIFICATION AGREEMENT (DEED OF TRUST)**

**(To a Fixed Interest Rate)**

**IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO  
ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY  
THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND  
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE  
SECURITY INSTRUMENT IS RECORDED**

MULTISTATE LOAN MODIFICATION AGREEMENT  
(To a Fixed Interest rate) - Single Family - Freddie Mac  
UNIFORM INSTRUMENT Form 5161 04192021\_57

||||\*\*8197

This Loan Modification Agreement ("Agreement"), made this **25TH** day of **JANUARY, 2022**, between **KEITH JAMES MARSHALL MARRIED MAN** ("Borrower"), whose address is **46982 W THUNDER RIDGE RD, FRUITLAND, UTAH 84027** and **PNC BANK, NATIONAL ASSOCIATION** ("Lender"), whose address is **3232 NEWMARK DR, MIAMISBURG, OH 45342**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **MARCH 17, 2017** and recorded on **MARCH 22, 2017** in **INSTRUMENT NO. 503290**, of the **OFFICIAL Records of DUCESNE COUNTY, UTAH**, 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,

**46982 W THUNDER RIDGE RD, FRUITLAND, UTAH 84027**  
(Property Address)

the real property described being set forth as follows:

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

**SEE ATTACHED LEGAL EXHIBIT A**

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

1. **Current Balance.** As of **FEBRUARY 1, 2022**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$274,935.21**.
2. **Interest Rate.** 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 **2.8750%**, beginning **FEBRUARY 1, 2022**, both before and after any default described in the Note. The yearly rate of **2.8750%** will remain in effect until principal and interest is paid in full.
3. **Monthly Payments and Maturity Date.** Borrower promises to make monthly payments of principal and interest of U.S. **\$964.52**, beginning on the **1ST** day of **MARCH, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **FEBRUARY 1, 2062**, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.

4. **Place of Payment.** Borrower must make the monthly payments at  
**3232 NEWMARK DR, MIAMISBURG, OH 45342**  
or such other place as Lender may require.
5. **Partial Payments.** Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
6. **Property Transfer.** 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 given in accordance with Section 15 of the Security Instrument, 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 this Security Instrument without further notice or demand on Borrower.

7. **Compliance with Covenants.** 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.
8. 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. Except where otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

In Witness Whereof, I have executed this Agreement.

Keith James Marshall  
Borrower: **KEITH JAMES MARSHALL**

8-7-22  
Date

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[Space Below This Line for Acknowledgments]

### **BORROWER ACKNOWLEDGMENT**

State of Utah)

§

County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_\_, before me, \_\_\_\_\_, a notary public, personally appeared **KEITH JAMES MARSHALL**, 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.

See attached notary  
(notary signature)

(seal)

## ACKNOWLEDGMENT

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 February 7th, 2022 before me, Adam D Styborski Notary Public  
(insert name and title of the officer)

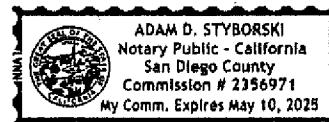
personally appeared Keith James Marshall  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their 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

(Seal)



In Witness Whereof, the Lender have executed this Agreement.

PNC BANK, NATIONAL ASSOCIATION

  
By EILEEN BURRALL Chris Pontikis  
Mortgage Officer (print name)  
(title)

2/17/22  
Date

[Space Below This Line for Acknowledgments]

**LENDER ACKNOWLEDGMENT**

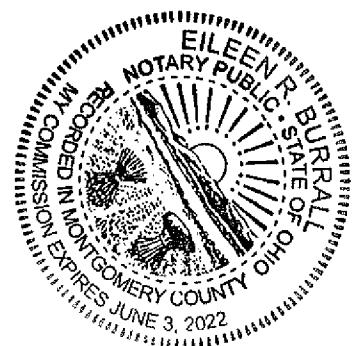
State of Ohio

County of Montgomery

The foregoing instrument was acknowledged before me this 02/17/2022  
(date) by EILEEN BURRALL, the **MORTGAGE OFFICER** of **PNC BANK, NATIONAL ASSOCIATION**, a national association, on behalf of the national association

Eileen R Burrall  
Notary Public

Printed Name: Eileen R Burrall  
My commission expires: 06/03/2022



**PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION**  
**3232 NEWMARK DR**  
**MIAMISBURG, OH 45342**

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**LEGAL DESCRIPTION**  
**Exhibit "A"**  
**PNC#**  
**TAX ID# 00-0012-0232**

**Exhibit A (Legal Description)**

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN COUNTY OF DUCHESNE, STATE OF UTAH:

LOT 200, BANDANNA RANCH CHUCKWAGON PHASE, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DUCHESNE COUNTY RECORDER'S OFFICE.

BEING THE SAME PROPERTY AS CONVEYED FROM THUNDER RIDGE AIRPARK, LLC, A UTAH LIMITED LIABILITY COMPANY TO KEITH JAMES MARSHALL, AS DESCRIBED IN INSTRUMENT NO. 490864, DATED 1/5/2016, RECORDED 1/6/2016.

TAX ID #: 00-0012-0232

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY ALSO KNOWN AS: 46982 W THUNDER RIDGE RD, FRUITLAND, UT 84027.