

ENT 59114:2024 PG 1 of 10
ANDREA ALLEN
UTAH COUNTY RECORDER
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This document prepared by:
Shellpoint Mortgage Servicing
Meredith Prickett
55 Beattie Place Suite 110 (MS 157)
Greenville, SC 29601
866-825-2174

Tax Serial Number of Parcel **66:751:0207**

[Space Above This Line For Recording Data]

Loan No: 9745021908

Investor Loan No: **4023790962**

X240395386-SP Rel

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 2nd day of August, 2024, between **TIMOTHY PONCE AND BRITNI PONCE; AND TIMOTHY WILLIAM PONCE TRUSTEE OF THE PONCE FAMILY TRUST U/A/D FEBRUARY 25, 2021 AND BRITNI ANN PONCE, TRUSTEE OF THE PONCE FAMILY TRUST U/A/D FEBRUARY 25, 2021** ("Borrower") and **NewRez LLC d/b/a Shellpoint Mortgage Servicing** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **December 29, 2020**, in the amount of **\$540,000.00** and recorded on **December 30, 2020** in Book, Volume, or Liber No. **209666**, at Page **2020** (or as Instrument No. N/A), of the **Official (Name of Records) Records of UTAH, UTAH** (County and State, or other jurisdiction) 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

1807 S BRIDLE PATH LOOP, LEHI, UT 84043
(Property Address)

the real property described being set forth as follows:

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

- **LOAN MODIFICATION AGREEMENT RIDER**

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):

1. As of **September 1, 2024**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$519,368.73**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the New Principal Balance, plus interest, to the order of Lender. Interest will be charged on the New Principal Balance at the yearly rate of **2.750%** from **August 1, 2024**.



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Borrower promises to pay monthly payments of principal and interest of **\$1,785.21** beginning on the **1st day of September, 2024**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The new Maturity Date will be **August 1, 2064**. Borrower's payment schedule for the modified Loan is as follows:

No. of Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begin Date
480	2.750%	08/01/2024	\$1,785.21	\$517.03 May adjust periodically	\$2,302.24 May adjust periodically	09/01/2024

*The escrow payment may be adjusted periodically in accordance with applicable law; Therefore, my total monthly payment may change accordingly.

3. 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.

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 delivered or mailed 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.

4. 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; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Borrower understands and agrees that:
 - a) In order to accept the offer set forth herein, Borrower must sign and return this Agreement to Lender no later than **August 16, 2024**. Failure to return by **August 16**,



2024, may be considered non-acceptance and result in the offer being void and withdrawn.

- b) This Agreement shall supersede the terms of any modification, forbearance, trial period plan or other workout plan that I previously entered into with Lender.
- c) As of the Modification Effective Date, the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- d) Borrower will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and notwithstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.
- e) Borrower will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. Borrower understands that either a corrected Agreement or a letter agreement containing the correction will be provided to the borrower for signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If borrower elects not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and borrower will not be eligible for a modification under the Modification Program.
- f) If any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing, borrower will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the Note is replaced, the Lender hereby indemnifies borrower against any loss associated with a demand on the Note. Borrower agrees to deliver the Documents within ten (10) days after received by the Lender's written request for such replacement.
- g) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- h) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any



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way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

- i) 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.
- j) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- k) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- l) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging .

- 6. Borrower will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly,



when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and Borrower shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender and Borrower can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to Borrower any Funds held by Lender.



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TIMOTHY PONCE

Borrower - **TIMOTHY PONCE**
BRITNI PONCE

Borrower - **BRITNI PONCE**
TIMOTHY WILLIAM PONCE AS TRUSTEE

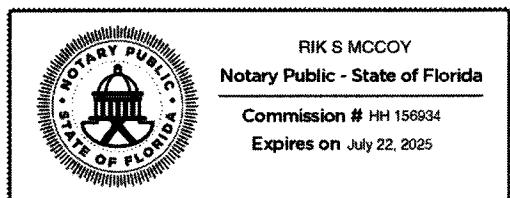
Borrower - **TIMOTHY WILLIAM PONCE TRUSTEE OF THE PONCE FAMILY TRUST U/A/D FEBRUARY 25, 2021 *SIGNING SOLELY TO ACKNOWLEDGE THIS AGREEMENT, BUT NOT TO INCUR ANY PERSONAL LIABILITY FOR THE DEBT**

BRITNI ANN PONCE AS TRUSTEE

Borrower - **BRITNI ANN PONCE, TRUSTEE OF THE PONCE FAMILY TRUST U/A/D FEBRUARY 25, 2021 *SIGNING SOLELY TO ACKNOWLEDGE THIS AGREEMENT, BUT NOT TO INCUR ANY PERSONAL LIABILITY FOR THE DEBT**

Date: 08 / 09 / 2024Date: 08 / 09 / 2024Date: 08 / 09 / 2024Date: 08 / 09 / 2024

HH 156934

ACKNOWLEDGMENTState of Florida§
§
§County of Lee

Signature of Person Taking Acknowledgment

Rik S McCoy

Printed Name
Online Notary

Title

Residing at: N/AMy Commission Expires: 07/22/2025

Notarized remotely online using communication technology via Proof.

(Seal)



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
NewRez LLC d/b/a Shellpoint Mortgage Servicing

By:

-Lender

Date of Lender's Signature

AUG 23 2024

Alan N. Grover Jr., Fulfillment Team Lead
Signed, sealed and delivered in the presence of:

Witness Signature

AUG 23 2024

(Date)

Printed Name Kermisa Drummond

ACKNOWLEDGMENT

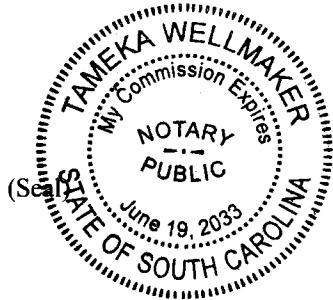
State of South Carolina
Greenville
County of _____

AUG 23 2024

The foregoing instrument was acknowledged before me this 11th day of January, 2011 by
Alan N. Grover, Jr., Fulfillment Team Lead of NewRez LLC d/b/a
Shellpoint Mortgage Servicing a South Carolina Corporation, on behalf of the Corporation.

Signature of Person Taking Acknowledgment

Printed Name



Printed Name		TAMEKA WELLMAKER Notary Public State of South Carolina My Commission Expires June 19, 2033
Title or Rank		
Serial Number		

My Commission Expires: _____



EXHIBIT A

**BORROWER(S): TIMOTHY PONCE AND BRITNI PONCE; AND TIMOTHY WILLIAM PONCE
TRUSTEE OF THE PONCE FAMILY TRUST U/A/D FEBRUARY 25, 2021 AND BRITNI ANN PONCE,
TRUSTEE OF THE PONCE FAMILY TRUST U/A/D FEBRUARY 25, 2021**

LOAN NUMBER: 9745021908

LEGAL DESCRIPTION:

STATE OF UTAH, COUNTY OF UTAH, AND DESCRIBED AS FOLLOWS:

**ALL OF LOT 207, PLAT "B", SUNSET FARMS RESIDENTIAL SUBDIVISION, LEHI CITY, UTAH,
ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF
THE UTAH COUNTY RECORDER. PARCEL NO.: 66-751-0207**

Tax Serial Number of Parcel: 66:751:0207

ALSO KNOWN AS: 1807 S BRIDLE PATH LOOP, LEHI, UT 84043



Loan No. **9745021908**

Borrowers ("Borrower"): TIMOTHY PONCE and BRITNI PONCE; and TIMOTHY WILLIAM PONCE TRUSTEE OF THE PONCE FAMILY TRUST U/A/D FEBRUARY 25, 2021 and BRITNI ANN PONCE, TRUSTEE OF THE PONCE FAMILY TRUST U/A/D FEBRUARY 25, 2021

LOAN MODIFICATION AGREEMENT RIDER

THIS LOAN MODIFICATION AGREEMENT RIDER is made this **2nd** day of, **August, 2024**, by and between the undersigned borrower (the "Borrower") and **NewRez LLC d/b/a Shellpoint Mortgage Servicing**, (the "Lender") and is incorporated into and shall be deemed to amend and supplement that certain LOAN MODIFICATION AGREEMENT (the "Agreement") of the same date executed by the Borrower and Lender as of the date above.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Agreement, Borrower and Lender further covenant and agree as follows:

1. Errors and Omissions

("Borrower") agrees, upon request of Lender, its successors or assigns ("Note Holder"), or upon request of any person acting on behalf of Note Holder, to fully cooperate with Note Holder or such person to correct any inaccurate term or provision of, mistake in, or omission from any document associated with the Modification. Borrower further agrees to execute such documents or take such action as Note Holder or such person acting on behalf of Note Holder reasonably may deem necessary (including without limitation the correction of any such inaccuracy, mistake, or omission) as will enable Note Holder to sell, convey, seek guaranty of, or market the Modification to any entity, including without limitation an investor, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Department of Veterans Affairs, or any bonding authority.

Borrower further agrees to comply with any such request within a reasonable period of time as specified by Note Holder or by such person acting on behalf of Note Holder. Failure to comply shall constitute default under the Note and Security Instrument underlying the Modification and Note Holder may pursue its available remedies.



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BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this
LOAN MODIFICATION AGREEMENT RIDER.

<i>TIMOTHY PONCE</i>	Date: 08/09/2024
Borrower - TIMOTHY PONCE	
<i>BRITNI PONCE</i>	Date: 08/09/2024
Borrower - BRITNI PONCE	
<i>TIMOTHY WILLIAM PONCE AS TRUSTEE</i>	Date: 08/09/2024
Borrower - TIMOTHY WILLIAM PONCE TRUSTEE OF THE PONCE FAMILY TRUST U/A/D FEBRUARY 25, 2021 *SIGNING SOLELY TO ACKNOWLEDGE THIS AGREEMENT, BUT NOT TO INCUR ANY PERSONAL LIABILITY FOR THE DEBT	
<i>BRITNI ANN PONCE AS TRUSTEE</i>	Date: 08/09/2024
Borrower - BRITNI ANN PONCE, TRUSTEE OF THE PONCE FAMILY TRUST U/A/D FEBRUARY 25, 2021 *SIGNING SOLELY TO ACKNOWLEDGE THIS AGREEMENT, BUT NOT TO INCUR ANY PERSONAL LIABILITY FOR THE DEBT	

Notarized remotely online using communication technology via Proof.

