

This Document Prepared By:

RUTH BULWINKLE

FLAGSTAR BANK, N.A.

8800 BAYMEADOWS WAY WEST, SUITE 400

JACKSONVILLE, FL 32256

800-393-4887

When Recorded Mail To:

FIRST AMERICAN TITLE

DTO REC., MAIL CODE: 4002

4795 REGENT BLVD

IRVING, TX 75063

Tax/Parcel #: 49-796-0005

_____[Space Above This Line for Recording Data]_____

Original Principal Amount: \$280,819.00

FHA\VA Case No.:703 523-0197782

Unpaid Principal Amount: \$254,797.63

Loan No: 0504984335

New Principal Amount: \$200,381.41

New Money (Cap): \$0.00

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this 21ST day of AUGUST, 2024, between MELINDA LEANNE TOLBERT, SINGLE WOMAN ("Borrower"), whose address is 8048 N CLYDESDALE DRIVE, EAGLE MOUNTAIN, UTAH 84005 and FLAGSTAR BANK, N.A. ("Lender"), whose address is 8800 BAYMEADOWS WAY WEST, SUITE 400, JACKSONVILLE, FL 32256, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated SEPTEMBER 17, 2018 and recorded on SEPTEMBER 18, 2018 in INSTRUMENT NO. 89587:2018, of the OFFICIAL Records of UTAH 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

8048 N CLYDESDALE DRIVE, EAGLE MOUNTAIN, UTAH 84005

(Property Address)

the real property described being set forth as follows:

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

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, **AUGUST 1, 2024** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$200,381.41**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. **\$0.00**.
2. 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 **6.7500%**, from **AUGUST 1, 2024**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,299.67**, 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. If on **AUGUST 1, 2054** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
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 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 delivered or mailed 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 the 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; and
 - (b) all terms and provisions of any adjustable rate rider, 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. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.**
6. 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 as 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.

7. Borrower agrees to make and execute other documents or papers as may be necessary 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.

In Witness Whereof, I have executed this Agreement.

Melinda T Tolbert
Borrower: MELINDA LEANNE TOLBERT

8-28-2024
Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

State of UTAH)

§

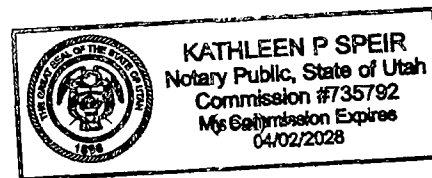
County of UTAH)

On this 28TH day of AUG, in the year 20 24, before me,
KATHLEEN P SPEIR, a notary public, personally appeared MELINDA
LEANNE TOLBERT, 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.

Notarized remotely using audio-video communication.

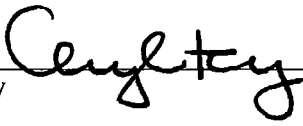
Witness my hand and official seal.

Notary Public (signature)



In Witness Whereof, the Lender has executed this Agreement.

FLAGSTAR BANK, N.A.

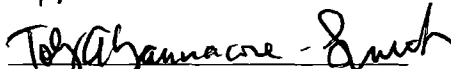
By  **Cheryl Fey** **Vice President** SEP 03 2024
(print name) (title) Date

_____[Space Below This Line for Acknowledgments]_____

State of Texas
County of Dallas

This instrument was acknowledged before me on SEP 03 2024 by
Cheryl Fey, the VICE PRESIDENT of FLAGSTAR BANK,
N.A., a company, on behalf of the company.

N/A This notarial act was an online notarization using communication technology.


Notary Public

Printed Name: Toby A Yannacone-Smith

My commission expires: DEC 21 2026

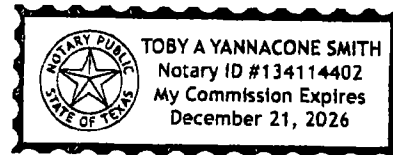


EXHIBIT A

BORROWER(S): MELINDA LEANNE TOLBERT, SINGLE WOMAN

LOAN NUMBER: 0504984335

LEGAL DESCRIPTION:

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

LOT 5, PONY EXPRESS TOWNHOMES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER.

ALSO KNOWN AS: 8048 N CLYDESDALE DRIVE, EAGLE MOUNTAIN, UTAH 84005