

ENT 78754:2016 PG 1 of 5  
**Jeffery Smith**  
**Utah County Recorder**  
2016 Aug 18 12:59 PM FEE 18.00 BY SS  
RECORDED FOR PHH Mortgage  
ELECTRONICALLY RECORDED

**After Recording Return To:**  
**Mortgage Services**  
**PO Box 5449**  
**Mount Laurel, NJ 08054**  
**Return to Phone: 877-766-8244**

**This Document Prepared By:**  
**Alphonso McCormack, Specialist**  
**PHH Mortgage Corporation**  
**PO Box 5449**  
**Mount Laurel, NJ 08054**  
**1-877-766-8244**

**Parcel ID Number: 662190067**

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_

Original Recording Date: **March 18, 2011** Loan No: **7111740531**  
Original Loan Amount: **\$306,450.00** Investor Loan No: **0212682652**  
Original Lender Name: **Axiom Financial, LLC** Case No.: **414160231150**

## **RESPA**

Prepared Date: July 01, 2016

## **LOAN MODIFICATION AGREEMENT**

This Loan Modification Agreement ("Agreement"), made this 1st day of July, 2016, between **SCOTT W. FRITSCH** whose address is **376 W MCALLISTER LN, SARATOGA SPRINGS, UT 84045** ("Borrower") and **PHH Mortgage Corporation** which is organized and existing under the laws of **New Jersey**, and whose address is **1 Mortgage Way, Mt. Laurel, NJ 08054** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **March 15, 2011** and recorded in Book/Liber **N/A**, Page **N/A**, Instrument No: **22039:2011** and recorded on **March 18, 2011**, of the Official Records of **Utah County, UT** 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

**376 W MCALLISTER LANE, SARATOGA SPRINGS, UT 84045,**

(Property Address)

the real property described being set forth as follows:

**See Exhibit "A" attached hereto and made a part hereof;**

**Assignment from Mortgage Electronic Registration Systems, Inc., As Nominee for Axiom Financial, LLC, Its Successors and Assigns to PHH Mortgage Corporation; Recorded Date**



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**Loan No: 7111740531**

8300h 01/14



\* 7 0 2 3 8 + 1 4 \*

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1/21/2015 Instrument 4351:2015

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, 2016**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$302,227.83**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$7,901.61** 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.
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 **4.000%**, from **August 1, 2016**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,442.88**, beginning on the **1st** day of **September, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **August 1, 2046** (the "Maturity Date"), 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



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HUD MODIFICATION AGREEMENT

Loan No: 7111740531

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\* 7 0 2 3 8 + 1 4 \*

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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.

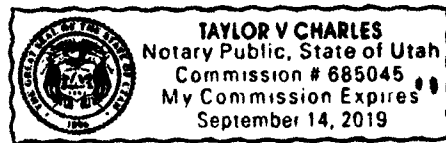
 \_\_\_\_\_ (Seal)  
**SCOTT W FRITSCHÉ** -Borrower

\_\_\_\_\_ [Space Below This Line For Acknowledgments] \_\_\_\_\_

STATE OF UTAH, Utah County ss :

The foregoing instrument was subscribed and sworn to and acknowledged before me, a Notary Public this 25 day of July, 20 16 by **SCOTT W FRITSCHÉ**.

My commission expires: Sept. 14, 2019  
  
 \_\_\_\_\_  
 Signature of Notary



Pleasant Grove, UT  
 Residing at  
 Origination Company: **PHH Mortgage Corporation**  
 NMLSR ID: **2726**



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 HUD MODIFICATION AGREEMENT  
**Loan No: 7111740531**  
 8300h 01/14



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**PHH Mortgage Corporation**

By: [Signature] **CANDACE GALLARDO, ASST. V.P.** (Seal) - Lender

Name: \_\_\_\_\_  
Title: ASSISTANT VICE PRESIDENT

8/12/16  
Date of Lender's Signature

\_\_\_\_\_  
[Space Below This Line For Acknowledgments]

State of New Jersey, County of Burlington

On 8/12, 2016, before me, Amelia Curiale,  
(please print NOTARY PUBLIC's name)

a Notary Public in and for said State, personally appeared

**CANDACE GALLARDO, ASST. V.P.**

\_\_\_\_\_ of the Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]  
Notary Public

**AMELIA L CURIALE**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires 05/19/2021**

\_\_\_\_\_  
Notary Public of New Jersey  
My Commission expires: \_\_\_\_\_



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**Loan No: 711740531**

8300h 01/14



\* 7 0 2 3 8 + 1 4 \*

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## EXHIBIT A

LOAN #: 7111740531

**Lot 67, Plat "A", SIERRA ESTATES SUBDIVISION, Saratoga Springs, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.**