

2690732  
BK 5617 PG 1013

E 2690732 B 5617 P 1013-1019  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
10/1/2012 3:03:00 PM  
FEE \$22.00 Pgs: 7  
DEP eCASH REC'D FOR FIRST AMERICAN MTGE

This Document Prepared By:  
**SHELLY ARNOLD**  
US BANK, NA  
4801 FREDERICA ST  
OWENSBORO, KY 42301  
(800) 65-7772

When recorded mail to: #:6566908  
First American Title   
Loss Mitigation Title Services 20086.2  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: RAMPTON - PROPERTY REPORT

WHEN RECORDED, RETURN TO:  
FIRST AMERICAN MORTGAGE SERVICES  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING

Tax/Parcel No. 120920003

[Space Above This Line for Recording Data]

Original Principal Amount: \$163,922.00  
Unpaid Principal Amount: \$154,097.23  
New Principal Amount \$160,570.70  
New Money (Cap): \$6,473.47

FHA\VA Case No.:703 521-6376287  
MERS Min: 1000608 0706009432 6  
MERS Phone #: (888) 679-6377

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 27TH day of FEBRUARY, 2012, between RYAN J RAMPTON AND, JESSICA STONE RAMPTON HUSBAND AND WIFE ("Borrower"), whose address is 2403 W 1700 SOUTH, SYRACUSE, UTAH 84075 and US BANK, NA ("Lender"), whose address is 4801 FREDERICA ST, OWENSBORO, KY 42301 and given to Mortgage Electronic Registrations Systems, Inc. ("MERS") (solely as nominee for Lender, and Lender's successors and assigns), as beneficiary, MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated JUNE 7, 2007 and recorded on JUNE 12, 2007 in BOOK 4302, AT PAGE(S) 806, DAVIS COUNTY, UTAH, and (2) the Note, in the original principal amount of U.S. \$163,922.00, bearing the same date as, and secured by, the Security Instrument, which has been assigned MERS Registration No. 1000608 0706009432 6. and MERS Registration

Date **JUNE 13, 2007**, and which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at **2403 W 1700 SOUTH, SYRACUSE, UTAH 84075** the real property described is located in **DAVIS COUNTY, UTAH** and 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, **FEBRUARY 1, 2012** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$160,570.70**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$6,473.47** 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 **4.6250%**, from **FEBRUARY 1, 2012**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$825.56**, beginning on the **1ST** day of **MARCH, 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **FEBRUARY 1, 2042** (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 it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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, the Lender have executed this Agreement.

US BANK, NA

*[Handwritten Signature]*

By JENNIFER MATTINGLY (print name)  
Assistant Secretary of MERS (title)

3-15-12 Date

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

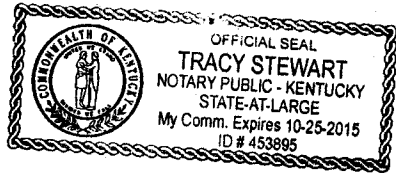
LENDER ACKNOWLEDGMENT

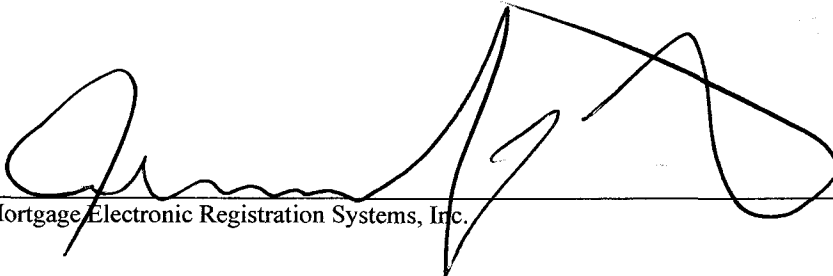
STATE OF ky COUNTY OF Daviess

The foregoing instrument was acknowledged before me this 3-15-12  
by JENNIFER MATTINGLY, the ASSISTANT SECRETARY OF MERS of US BANK, NA,  
a authorized officer, on behalf of said entity.

Signature of Person Taking Acknowledgment Tracy Stewart  
Printed Name Tracy Stewart  
Title or Rank Notary Public  
Commission Expires on 10-25-15  
Serial Number, if any \_\_\_\_\_

THIS DOCUMENT WAS PREPARED BY:  
SHELLY ARNOLD \_\_\_\_\_  
US BANK, NA  
4801 FREDERICA ST  
OWENSBORO, KY 42301





Mortgage Electronic Registration Systems, Inc.

Mortgagee

By Jennifer Mattingly

3-15-12  
Date

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

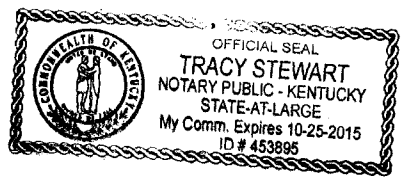
STATE OF Ky

COUNTY OF Davies

The foregoing instrument was acknowledged before me this 3-15-12  
by Jennifer Mattingly, the asst. sec. of mgt of  
Mortgage Electronics Registrations Systems, Inc., a authorized officer, on  
behalf of said entity.

Signature of Person Taking Acknowledgment Tracy Stewart  
Printed Name Tracy Stewart  
Title or Rank Notary Public  
Serial Number, if any \_\_\_\_\_

**THIS DOCUMENT WAS PREPARED BY: SHELLY ARNOLD**  
US BANK, NA  
4801 FREDERICA ST  
OWENSBORO, KY 42301



In Witness Whereof, I have executed this Agreement.

[Signature] (Seal)  
Borrower  
RYAN J RAMPTON  
3-8-12  
Date

[Signature] (Seal)  
Borrower  
JESSICA STONE RAMPTON  
\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
Borrower  
\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
Borrower  
\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
Borrower  
\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
Borrower  
3-8-12  
Date

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

**BORROWER ACKNOWLEDGMENT**

STATE OF UTAH  
COUNTY OF DAVIS

The foregoing instrument was acknowledged before me this March 8, 2012 by  
RYAN J RAMPTON, JESSICA STONE RAMPTON

Signature of Person Taking Acknowledgment

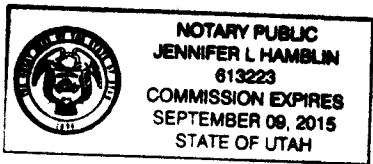
[Signature]

Printed Name Jennifer L Hamblin

Title or Rank Personal Banker

Commission expires 9/9/2015

Serial Number, if any 613722



**EXHIBIT A**


**BORROWER(S): RYAN J RAMPTON AND, JESSICA STONE RAMPTON HUSBAND AND WIFE**

**LOAN NUMBER: 6850036389**

**LEGAL DESCRIPTION:**

**BEGINNING ON THE SOUTH LINE OF A STREET 480 FEET EAST ALONG SECTION LINE AND 33 FEET SOUTH FROM THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 16 TOWNSHIP 4 NORTH RANGE 2 WEST SALT LAKE MERIDIAN; THENCE EAST 108.83 FEET ALONG SOUTH LINE OF SAID STREET; THENCE SOUTH 0 DEGREES 12 MINUTES EAST 110 FEET; THENCE WEST 109.21 FEET; THENCE NORTH 110 FEET TO THE POINT OF BEGINNING**

**ALSO KNOWN AS: 2403 W 1700 SOUTH, SYRACUSE, UTAH 84075**

 **RAMPTON**  
**45683379**  
**FIRST AMERICAN ELS**  
**MODIFICATION AGREEMENT**

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