

When Recorded Return To:  
Mountain America Federal Credit Union  
Mortgage Department  
7167 South Center Park Drive  
West Jordan, Utah 84084

### FIXED RATE LOAN MODIFICATION AGREEMENT

This Fixed Rate Loan Modification Agreement ( "Agreement" ), made this 9th day of September, 2022, between John A Durling and Rachel A Durling ( "Borrowers" ), and Mountain America Credit Union ( "Lender" ), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt ( the "Security Instrument" ) dated March 31, 2021, and recorded as Entry Number 61044: Pg. 1 of 20.

Records of Utah County, State of Utah, and (2) the Note and "Rider to Note for Construction Phase" 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 10349 N 5950 W Highland, Utah 84003 the real property described being set forth as follows:

LOT 15, RUBY ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER, STATE OF UTAH.

Tax serial Number: 51:614:0015

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):

The first paragraph of the "Security Instrument" (Mortgage, Deed of Trust or Deed to Secure Debt) is amended and supplemented as follows:

Borrower owes Lender the principal sum of One Million Two Hundred Eighty Thousand Dollars and 00/100 (U.S. \$1,280,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2052.

Paragraph 1 of the Note is amended and supplemented as follows:

I. **BORROWER'S PROMISE TO PAY:**

In return for a loan that I have received, I promise to pay U.S. \$1,280,000.00 (this amount is called "principal"), plus interest, to the order of the Lender.

Paragraph 2 of the Note is amended and supplemented as follows:

2. INTEREST  
I will pay interest at a yearly rate of 4.00%.

Paragraph 3 of the Note is amended as follows:

PAYMENTS

I will make my monthly payments on the first day of each month beginning on November 1st, 2022. If on October 1st, 2052, I still owe amounts under the Note, I will pay those amounts in full on that date, which is called my "Maturity Date".

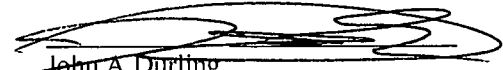
My monthly payment will be in the amount of U.S. \$6,110.92.

Paragraph 2 of the Rider to Note for Construction Phase is amended as follows:

2. INTEREST DURING CONSTRUCTION PHASE:

During the first   N/A   month(s) of the loan, interest will be charged to me on the monies advanced in accordance with my draw schedule. I will be charged interest only, at the rate of   N/A   percent per annum on the monies advanced.

Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note, Rider to Note for Construction Phase, and/or Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

  
John A Durling

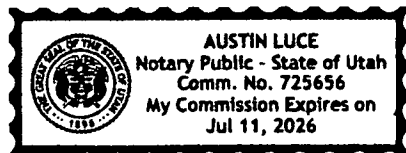
  
Rachel A Durling

\_\_\_\_\_ (Space Below This Line For Acknowledgments) \_\_\_\_\_

STATE OF Utah  
COUNTY OF Utah

The foregoing instrument was subscribed and sworn to and acknowledged before me this 14th day of September 2022, by John A Durling and Rachel A Durling.

My Commission Expires: Jul 11, 2026



  
Notary Public  
Residing at: American Fork, UT