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8/28/2012 2:22:00 PM \$22.00
Book - 10050 Pg - 3325-3331
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN MTG SERVICES
BY: eCASH, DEPUTY - EF 7 P.

This Document Prepared By:
ANGELA EVERLY
US BANK, NA
4801 FREDERICA ST
OWENSBORO, KY 42301
(800) 365-7772

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

~~When recorded mail to: #6922815~~

First American Title 
Loss Mitigation Title Services 12106 1
P.O. Box 27670
Santa Ana, CA 92799
RE: ATTAWAY - PROPERTY REPORT

 ATTAWAY
45117554

UT

FIRST AMERICAN ELS
MODIFICATION AGREEMENT



Tax/Parcel No. 21-27-102-023-0000

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Original Principal Amount: \$150,000.00

Freddie Mac Loan No.: 370062310

Unpaid Principal Amount: \$139,874.84

MERS Min: 1000583 1001899108 5

New Principal Amount \$144,840.64

MERS Phone #: (888) 679-6377

New Money (Cap): \$4,965.80

BK 9335, PG 838407 8-15-06
LOAN MODIFICATION AGREEMENT
(To a Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement (the "Agreement"), made and effective this 4TH day of APRIL, 2012, between US BANK, NA whose address is 4801 FREDERICA ST, OWENSBORO, KY 42301 ("Lender") AND MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") ("Mortgagee")

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) - Single Family - Freddie Mac UNIFORM INSTRUMENT Form 5161
03202012_57
First American Mortgage Services

6003220696

Page 1

Ent 11459615 BK 10050 PG 3325

(solely as nominee for Lender and Lender's successors and assigns), with a mailing address of P.O. Box 2026, Flint, Michigan 48501-2026, and a street address of 1901 E Voorhees Street, Suite C, Danville, IL 61834, Tel. (888) 679-MERS, and DWIGHT L ATTAWAY AND, HEIDI A ATTAWAY HUSBAND AND WIFE, AS JOINT TENANTS whose address is 2112 W CAMELOT WAY, W JORDAN, UTAH 84084 ("Borrower"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated AUGUST 10, 2006, in the original principal sum of U.S. \$150,000.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded on AUGUST 15, 2006 in BOOK 9335, AT PAGE(S) 8384, of the OFFICIAL Records of SALT LAKE COUNTY, UTAH. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

2112 W CAMELOT WAY, W JORDAN, UTAH 84084
[Property Address]

the real property described being set forth as follows:

SITUATED IN SALT LAKE COUNTY, STATE OF UTAH: LOT 230, CAMELOT SUBDIVISION NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. Current Balance. As of **APRIL 1, 2012**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$144,840.64**.
2. Interest Rate. 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 **5.0000%**, beginning **APRIL 1, 2012**, both before and after any default described in the Note. The yearly rate of **5.0000%** will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. **\$698.42**, beginning on the **1ST** day of **MAY, 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **APRIL 1, 2052**, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
4. Place of Payment. Borrower must make the monthly payments at **4801 FREDERICA ST, OWENSBORO, KY 42301** or such other place as Lender may require.
5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.

6. Property Transfer. 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 given in accordance with Section 15 of the Security Instrument, 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 this Security Instrument without further notice or demand on Borrower.

7. Compliance with Covenants. 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.

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the Mortgagee of record under the Security Instrument and this Agreement. 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, or 1901 E Voorhees Street, Suite C, Danville, IL 61834, tel. (888) 679-MERS.

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 where 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.

In Witness Whereof, the Lender have executed this Agreement.

US BANK, NA

By SHANAN OWEN
Mortgage Officer

(print name)
(title)

4-18-12

Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF Kentucky COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 4-18-12
by SHANAN OWEN, the MORTGAGE OFFICER of US BANK, NA,
a NATIONAL ASSOCIATION, on behalf of said entity.

Signature of Person Taking Acknowledgment

Krystal Lester

Printed Name

Krystal Lester

Title or Rank

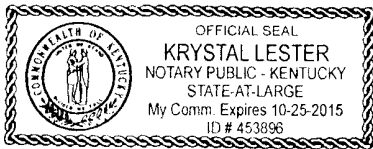
notary public

Commission Expires on

10-25-15

Serial Number, if any

453896



THIS DOCUMENT WAS PREPARED BY:
ANGELA EVERLY
US BANK, NA
4801 FREDERICA ST
OWENSBORO, KY 42301

Shanan Owen

Mortgage Electronic Registrations Systems, Inc.

Mortgagee

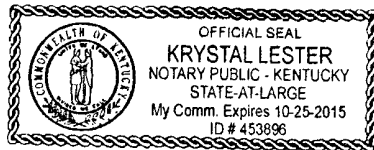
By Shanan Owen

4-18-12
Date

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STATE OF Kentucky COUNTY OF Daviess

The foregoing instrument was acknowledged before me this 4-18-12
by Shanan Owen, the Mortgage officer of
Mortgage Electronics Registrations Systems, Inc., a national association, on
behalf of said entity.



Signature of Person Taking Acknowledgment Krystal Lester
Printed Name Krystal Lester
Title or Rank notary public
Serial Number, if any 453896

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

In Witness Whereof, I have executed this Agreement.

Dwight L. Attaway (Seal)
Borrower
DWIGHT L. ATTAWAY
4/12/12
Date

Heidi A. Attaway (Seal)
Borrower
HEIDI A ATTAWAY
4-12-12
Date

Borrower (Seal)

Borrower (Seal)

Date

Date

Borrower (Seal)

Borrower (Seal)

Date

Date

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BORROWER ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 12th day of April, 2012 by
DWIGHT L ATTAWAY, HEIDI A ATTAWAY

Signature of Person Taking Acknowledgment *Brianna L Harris*

Printed Name Brianna L Harris

Title or Rank NOTARY PUBLIC

Commission expires 02/01/2016

Serial Number, if any 052367



Certificate of Preparation

This is to certify that this instrument was prepared by U.S. Bank, NA, one of the parties named in the instrument.

7

Angela M. Everly

Prepared Signature

Printed Name: Angela M. Everly

Title: Processor