

3

12617841
09/18/2017 12:48 PM \$14.00
Book - 10599 Pg - 4512-4514
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
AMEBY MORTGAGE COMPANY LLC
3400 AVENUE H
ROSENBERG TX 77471
BY: LHP, DEPUTY - MA 3 P.

When recorded, return to:
ZB, N.A. dba Zions Bank
Attn: Susan Feagans
4576 RESEARCH FOREST DRIVE
THE WOODLANDS, TX 77381

LOAN #: 049817040066690
Parcel No.: 27-24-351-008

[Space Above This Line For Recording Data]

MIN: 1000195-300005558-5
MERS PHONE #: 1-888-679-6377

LOAN MODIFICATION AGREEMENT
(Providing for Adjustable Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 21st day of July, 2017, between Michael F Tynan and Lanette I Tynan ("Borrower"), ZB, N.A. dba Zions Bank ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated June 23, 2017, and recorded in Book 10572, at Pages 1529-1548, June 28, 2017, of the Official Records of Salt Lake County, Utah, and (2) the adjustable rate note (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

673 West Dunning Crt, Draper, UT 84020

the real property described being set forth as follows:

Lot 2, Time Square Subdivision, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

Parcel No.: 27-24-351-008


THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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 June 28, 2017, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$274,000.00, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

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 **2.875%**, from **June 28, 2017**. The interest rate Borrower will pay may change in accordance with the terms of the Note. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,136.81**, beginning on the **1st** day of **August, 2017**. The amount of Borrower's monthly payments may change in accordance with the terms of the Note. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the **1st of July, 2047**, which is the present or extended Maturity Date.
3. The interest rate Borrower is required to pay at the first Change Date will not be greater than **4.875%** or less than **2.250%**. Thereafter, the interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage point(s) (**2.000%**) from the rate of interest the Borrower has been paying for the preceding 12 months(s). The interest rate will never be greater than **8.875%** or less than **the Margin**.
4. If on 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.
5. Borrower understands and agrees that
 - (a) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
 - (b) 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.
 - (c) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
 - (d) Borrower agrees to make and execute such other documents or papers as may be necessary or required 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.
 - (e) "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 Beneficiary 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, tel. (888) 679-MERS.

SUSAN FEAGANS (Seal)
 ZB, N.A. dba Zions Bank -Lender

By: 

 7/27/17

 Date of Lender's Signature


 Michael F Tynan -Borrower


 Lanette I Tynan -Borrower

Mortgage Electronic Registration Systems, Inc., Nominee for Lender

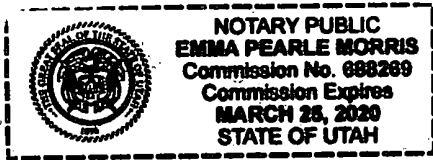
By: [Signature]
Name: Susan Feagans
Title: Assistant Secretary

_____ [Space Below This Line for Acknowledgements] _____

State of Utah

County of Salt Lake

The foregoing instrument was acknowledged before me this 25 day of July, 2017, by Michael F Tynan and Lanette I Tynan.

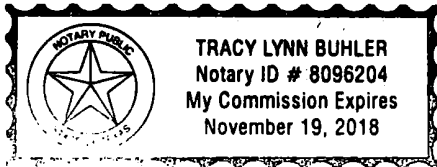


[Signature]
Signature of Person Taking Acknowledgement
Title: Private Banking
Residing at: Zions Bank
My commission expires: March 25, 2020

State of Texas

County of Harris

This instrument was acknowledged before me on this 27th day of July, 2017, by Susan Feagans, Sr. Vice-President of ZB, N.A., a national association, on behalf of the national association.

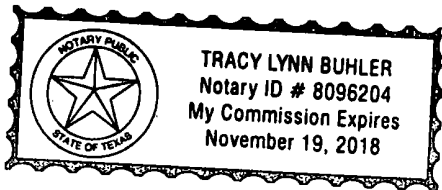


[Signature]
Notary Public

State of Texas

County of Harris

This instrument was acknowledged before me on this 27th day of July, 2017, by Susan Feagans, Assistant Secretary, on behalf of Mortgage Electronic Registration Systems, Inc., nominee for Lender.



[Signature]
Notary Public