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7/19/2021 8:13:00 AM \$40.00
Book - 11208 Pg - 1279-1284
RASHELLE HOBBS
Recorder, Salt Lake County, UT
INGEO SYSTEMS
BY: eCASH, DEPUTY - EF 6 P.

This Document Prepared By: EDNA KENDRICK FLAGSTAR BANK, FSB 532 RIVERSIDE AVE. JACKSONVILLE, FL 32202 800-393-4887

When Recorded Mail To: FIRST AMERICAN TITLE CO. FAMS – DTO RECORDING 3 FIRST AMERICAN WAY

SANTA ANA, CA 92707-9991

Tax/Parcel #: 21-04-214-005-0000

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Original Principal Amount: \$255,290.00

FHA/VA/RHS Case No.:703 523-0136459

Unpaid Principal Amount: \$247,451.65 New Principal Amount: \$265,268.52

Loan No: 0504952884

New Money (Cap): \$17,816.87

## LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this 3RD day of MAY, 2021, between BRYCE T. MURRAY, SINGLE MAN ("Borrower"), whose address is 2495 W HARDROCK DRIVE, TAYLORSVILLE, UTAH 84129 and FLAGSTAR

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BANK ("Lender"), whose address is 532 RIVERSIDE AVE., JACKSONVILLE, FL 32202, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated MAY 4, 2018 and recorded on MAY 4, 2018 in INSTRUMENT NO. 12767025 BOOK 10671 PAGE 8715, of the OFFICIAL Records of SALT LAKE COUNTY, UTAH, 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

# 2495 W HARDROCK DRIVE, TAYLORSVILLE, UTAH 84129 (Property Address)

the real property described is located in **SALT LAKE 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, MAY 1, 2021 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$265,268.52, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest 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, in the amount of U.S. \$17,816.87. This Unpaid Principal Balance has been reduced by the HUD Partial Claim amount of \$0.00.
- 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 3.2500%, from MAY 1, 2021. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,154.47, beginning on the 1ST day of JUNE, 2021, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on MAY 1, 2051 (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

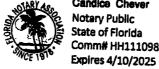
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notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security 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, I have executed this Agreement.  Borrower: BRYCE T. MURRAY  [Space Below This Line for Acknowledge of the content of the	b-3-2021 Date
BORROWER ACKNOWLEDGMENT	
State of Utah)  Scounty of Sall (ake)	
On this 3rd day of 3rd, in the year 20 1, a notary public, personally appeared BRYCE T. MURR satisfactory evidence to be the person(s) whose name(s) (instrument, and acknowledged (he/she/they) executed the	AY, proved on the basis of (is/are) subscribed to this
Witness my hand and official seal.	
(notary signature)	LUISIANA CARRASCO Notary Public, State of Utah Commission # 700680 My Commission Expires On May 30, 2022
	(seal)

In Witness Whereof, the Lender has executed this Agreement.
FLACSTAR BANK
By Christina Coxe (print name) Da  Bank Officer (title)
[Space Below This Line for Acknowledgments]
LENDER ACKNOWLEDGMENT
STATE OF FLORIDA COUNTY OF
The foregoing instrument was acknowledged before me by means of □ physical presence
online notarization, this day of UNE (year), by Christina Coxe (type of authority e.g. officer trustee attorney)
fact) for FLAGSTAR BANK (name of party on behalf of whom instrument was executed)
(Signature of Notary Public - State of Florida)
Candico Chever
(Print, Type, or Stamp Commissioned Name of Notary Public)
Personally Known OR Produced Identification
Type of Identification Produced
Candics Chever  Notary Public  State of Florida  Comm# HH111098



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#### **EXHIBIT A**

BORROWER(S): BRYCE T. MURRAY, SINGLE MAN

LOAN NUMBER: 0504952884

#### **LEGAL DESCRIPTION:**

The land referred to in this document is situated in the UT0180000, COUNTY OF SALT LAKE, STATE OF UT, and described as follows:

LOT 279, VILLAGE 2, PHASE II, SECOND AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

ALSO KNOWN AS: 2495 W HARDROCK DRIVE, TAYLORSVILLE, UTAH 84129

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