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RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
LENDER LIVE SETTLEMENT SERVICE  
BY: eCASH, DEPUTY - EF 7 P.

Recording Requested By/Return To:  
**U.S. BANK FULFILLMENT  
SERVICES**  
999 TECH ROW, #200  
MADISON HEIGHTS, MICHIGAN  
48071

This Instrument Prepared By   
**U.S. BANK NATIONAL  
ASSOCIATION**  
4801 FREDERICA ST Kevin Bunch  
OWENSBORO, KENTUCKY 42301  
800-365-7900

[Space Above This Line For Recording Data]

## LOAN MODIFICATION AGREEMENT

**Property Address: 4081 S  
KILLARNEY CIR, WEST VALLEY  
CITY, UTAH 84119-0000**

**Loan Number 9902839911  
FHA Case Number 521-9013645**

This Loan Modification Agreement ("Agreement"), effective on **1ST DAY OF JULY, 2021**, between **CASSIE JOHNSON NKA CASSIE POTTER AND BRADEN POTTER, WIFE AND HUSBAND** ("Borrower"), and **U.S. BANK NATIONAL ASSOCIATION** ("Lender"), whose address is **4801 FREDERICA ST, OWENSBORO, KENTUCKY 42301** amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), if any, dated **JANUARY 30, 2015** and recorded in **SALT LAKE COUNTY FEBRUARY 3, 2015 BOOK 10293 PAGE 2792 INSTRUMENT NO. 11986595** and (2) the Note in the original principal sum of U.S \$125,681.00, 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

**4081 S KILLARNEY CIR, WEST VALLEY CITY, UTAH 84119-0000**

(Property Address)

the real property described being set forth as follows:

**LEGAL DESCRIPTION:**

**THE LAND REFERRED TO IS SITUATED IN THE COUNTY OF SALT LAKE, CITY OF WEST VALLEY CITY AND STATE OF UTAH, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 712, BENNION PLAZA NO. 7 SUBDIVISION, THENCE NORTH 89 DEGREES 50 MINUTES 08 SECONDS WEST 10 FEET; THENCE NORTH 46 DEGREES 30**

FHA LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae UNIFORM INSTRUMENT  
1/01 (rev. 10/16)  
91003003v2.8  
Version 07\_12\_2021\_12\_26\_59

Form 3179

(page 1 of 7)



**MINUTES WEST 144.33 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT 27.66 FEET; THENCE SOUTH 62 DEGREES 06 MINUTES 30 SECONDS EAST 108.40 FEET; THENCE SOUTH 68.40 FEET TO THE POINT OF BEGINNING. PARCEL ID: 15-33-456-024-0000**  
Tax Parcel No.: 15-33-456-024-0000

In consideration of mutual promises and agreements exchanged, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **JULY 01, 2021**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$123,084.68**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized. The amount of Principal being reamortized is **\$113,940.78**. The amount of Interest and costs being reamortized is **\$9,143.90**.
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 **JULY 01, 2021**. Borrower promises to make monthly payments of principal and interest of U.S. **\$621.79**, beginning on the **1ST DAY OF AUGUST, 2021**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.2500%** will remain in effect until principal and interest are paid in full. If on **MARCH 01, 2045**, (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.

The terms in this paragraph shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step or simple interest rate or for a graduated or growing-equity payment schedule.

3. 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 delivered or mailed 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 the Security Instrument without further notice or demand on Borrower.

4. 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.

5. 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; however, the following terms and provisions are forever canceled, null and void, as of the Agreement Date set forth 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.
  
6. Borrower understands and agrees that:
  - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
  - (b) 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.
  - (c) 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.
  - (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) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower's information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.
- Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.
- (f) In any foreclosure action dismissed as a result of entering into this Agreement, Borrower will remain liable for and bear his or her own attorney fees and costs incurred in connection with such action, if permitted by applicable law.
- (g) The mortgage insurance premiums on Borrower's Loan may increase and the date on which Borrower may request cancellation of mortgage insurance may change as a result of the loan modification.
- (h) Any Borrower who co-signed the Security Instrument but did not execute the Note (a "Co-signer") and has not assumed the debt: (a) is co-signing this Agreement only to acknowledge the Agreement; (b) is not personally obligated to pay the sums secured by the Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of the Security Instrument or the Note without the Co-signer's consent.
7. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.

Whereof, Lender and Borrower have executed this Modification Agreement as of the dates indicated below.

(SIGNATURES CONTINUE ON FOLLOWING PAGES)



Loan Number 9902839911

In Witness Whereof, the Borrower(s) have executed this agreement.

Cassie Johnson NKA Cassie Potter  
Borrower - CASSIE JOHNSON NKA CASSIE POTTER

Date: 8, 2, 2021

Braden Potter  
Borrower - BRADEN POTTER

Date: 8, 2, 2021

STATE OF UTAH )  
COUNTY OF Salt Lake )  
Enter County Here

On this 2nd day of August in the year 2021, before me, a notary public, personally appeared **CASSIE JOHNSON NKA CASSIE POTTER and BRADEN POTTER**, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

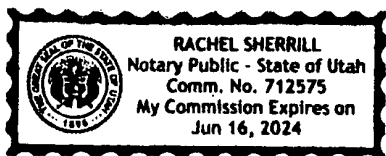
Witness my hand and official seal.

Rachel Sherrill  
(Notary Public Signature)

(SEAL)

My Commission expires: June 16, 2024

[ ] The principal making the acknowledgment and signing the document appeared remotely using audio/video communication technology.



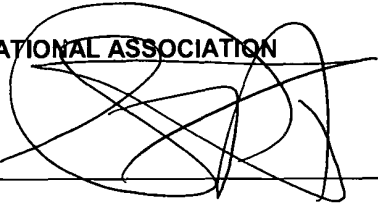
Loan Number 9902839911

In Witness Whereof, the Lender has executed this Agreement.

Lender

**U.S. BANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_



Printed Name:

Sherrell Ashley

Mortgage Document Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AUG 06 2021**

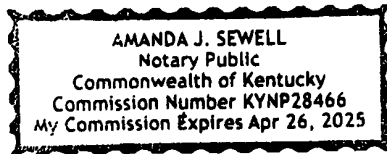


State of KENTUCKY  
County of DAVIESS

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of

August, 2021, by Sherrell Ashley Mortgage Document Officer of U.S.  
BANK NATIONAL ASSOCIATION a Delaware National Association, on behalf of the National  
Association.

(Seal, if any)



[Signature]  
(Signature of person taking acknowledgment)  
Notary Public  
(Title or rank)  
KYNP28466  
(Serial number, if any)

My Commission expires: 4/26/25

