

UPON RECORDING MAIL TO:
Utah Housing Corp.
2479 South Lake Park Blvd.
West Valley, UT 84120
Attn. Josh Arnold
FHA Case No. 523-060408 2
MIN: 1002793 0006370063 3
MERS Phone # 1-888-679-6377

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03/10/2022 11:35 AM By: ndarmiento Fees: \$40.00
MODIF- MODIFICATION AGREEMENT
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: UTAH HOUSING CORPORATION
2479 S LAKE PARK BLVD WEST VALLEY CITY, UT 84120

**UTAH HOUSING CORPORATION
LOAN MODIFICATION AGREEMENT**

This Loan Modification Agreement ("Agreement"), is made and entered into this 7 day of February, 2022 by and between **Sarah Evans, A Married Woman and Tracey Austin, A Married Woman, As Joint Tenants**, hereinafter referred to as "Borrower(s)", whose address is **4330 West 4865 South Kearns, Utah 84118** and Utah Housing Corporation, hereinafter referred to as "Lender".

WITNESSETH:

On or about **April 28, 2020** the Borrower(s) did make, execute, and deliver to **American Pacific Mortgage Corporation**, who did transfer its interest therein to the Lender, a certain promissory note, ("Note"), (or, in the case of assumptions, an assumption agreement) in the amount of **\$271,000.00** with interest thereon at the rate of **4.000%** per annum, payable in consecutive monthly installments beginning with the first installment due **June 1, 2020**, of **\$1,293.80** principal and interest with the final installment of the indebtedness, if not sooner paid, due and payable on **May 1, 2050**.

For the purpose of securing the payment of said Note, the Borrower(s) did make, execute, and deliver to Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for **American Pacific Mortgage Corporation** as Beneficiary, that certain Deed of Trust bearing the date of **April 28, 2020**, conveying to the Trustee therein named the following described real property, situated in the County of **Salt Lake**, State of **Utah**, to-wit:

**All of Lot 98, Block 90A, HOFFMAN HEIGHTS #17 SUBDIVISION, according to the official plat thereof, as recorded in the Salt Lake County Recorder's Office.
TAX ID# 21-07-206-011**

Which Deed of Trust was duly recorded in the office of the recorder of said County and State, on **April 30, 2020** as Entry No: **13258898** hereinafter referred to as "Trust Deed".

There is now due and owing upon the aforesaid Note the principal sum of **\$269,430.31** and the Borrower(s) desires a modification of the terms of payment thereof, to which the Lender is agreeable to the terms and conditions hereinafter stated.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto that the indebtedness remaining unpaid on said Note, as secured by the Trust Deed, including principal, interest and any accrued fees, in the amount of **\$216,092.00** with interest at the rate of **3.500%** per annum continuing to accrue hereon shall be payable in monthly installments of **\$970.35** (plus such amounts as may be necessary for escrows for insurance and taxes) commencing on **April 1, 2022**, and continuing on the first day of each month thereafter until paid, except that, if not sooner paid, the final payment of principal and interest shall be due and payable **March 1, 2052**, hereinafter referred to as "Maturity Date". Pursuant to the terms of the original Note, if any monthly installment not paid when due and remains unpaid after a date specified by a notice to the Borrower(s), the entire principal amount outstanding and accrued interest thereon and fees shall at once become due and payable at the option of the Lender. The date specified by a notice to the Borrower(s), shall not be less than 30 days from the date such notice is mailed.

Except as herein modified in the manner and on the terms and conditions hereinabove stated, said Note and Trust Deed shall be and remain in full force and effect, with all the terms and conditions of which the Lender does agree to comply in the same manner and to the same extent as though the provisions thereof were in all respects incorporated herein and made a part of this agreement. The Trust Deed is unmodified by this Agreement, shall continue to secure the amounts owed under the Note and this Agreement and shall retain its original priority

IN WITNESS WHEREOF, the Lender has hereunto set their hand and the Lender has caused these presents to be executed on its behalf by its duly authorized representative this day and year first hereinabove written.

"BORROWER(S)"

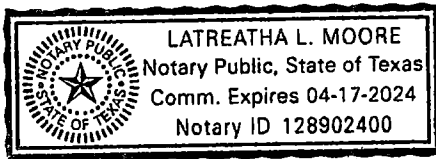
Sarah Evans
Sarah Evans

Sarah Evans POA for Tracey Austin
Sarah Evans POA for Tracey Austin

"BORROWER(S)"

STATE OF ~~UTAH~~ Texas)
~~Utah~~) ss
COUNTY OF ~~Salt Lake~~ Ellis)

On this 7th day of February, in the year 2022, before me Latreatha L Moore, a notary public, personally appeared **Sarah Evans and Tracey Austin**, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to in this document, and acknowledged (he/she/they) executed the same.



Latreatha L. Moore
Notary Public

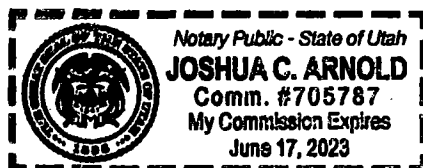
"LENDER"

By: *Jonathan Hanks*
Jonathan Hanks, Sr. VP & COO

"LENDER"

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On this 10 day of March, in the year 2022, before me **Josh Arnold**, a notary public, personally appeared **Jonathan Hanks**, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to in this document, and acknowledged (he/she/they) executed the same.



Josh Arnold
Notary Public