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Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: CSC ERECORDING
919 N 1000 WLOGAN, UT 84321

FANNIE MAE LOAN MODIFICATION AGREEMENT

RECORDING REQUESTED BY & RETURN TO:
BANK OF AMERICA, N.A.
ATTN: HOME RETENTION DIVISION
6860 Argonne St, Unit A
Denver, CO 80249

Prepared by: William Peterson
BANK OF AMERICA, N.A.
6860 Argonne St, Unit A
Denver, CO 80249
REC# 865309
1-720-445-3581

GRANTOR(S): James Evans
1552 N Newton Park St, Salt Lake City, UT 84116

GRANTEE: Bank of America, N.A.
6860 Argonne St, Unit A, Denver, CO 80249

Prev. Rec. Info: 6/1/1999 Instr# 7371201

APN: 08-22-326-027

ORIGINAL MTG: \$ 163,050.00
NEW MTG: \$ 113,385.38
NEW MONEY: \$ 0.00

Investor Loan # 1672875755

After Recording Return To:
Bank of America, N.A.
6860 Argonne St
Unit A
Denver, CO 80249
REC: 865309

This document was prepared by _____ BANK OF AMERICA, N.A.

_____ [Space Above This Line For Recording Data] _____

FANNIE MAE LOAN MODIFICATION AGREEMENT

Borrower ("I")⁽¹⁾ James Evans

Original Lender/Beneficiary Lender or Servicer ("Lender"): Bank of America, N.A.

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"):
May 26, 1999

Loan Number: 4761615155784116

Property Address: (See Exhibit A for Legal Description if applicable)

"Property": 1552 N NEWTON PARK ST, SALT LAKE CITY, UT 84116-4152

~~See Exhibit B for assignments of record if applicable~~ *AP*

⁽¹⁾ If more than one Borrower or Mortgagor is executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.



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If my representations and covenants in Section 1 continue to be true in all material respects, then this Loan Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (i) the Mortgage on the Property, and (ii) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. **My Representations and Covenants.** I certify, represent to Lender, covenant and agree:
 - A. I am experiencing a financial hardship, and as a result, (i) the Loan is in default or a default is imminent and (ii) I do not have sufficient income or access to sufficient liquid assets to ensure that the monthly mortgage payments can be made now or in the near future;
 - B. There has been no impermissible change in the ownership of the Property since I signed the Loan Documents. A permissible change would be any transfer that the lender is required by law to allow, such as a transfer to add or remove a family member, spouse or domestic partner of the undersigned in the event of a death, divorce or marriage;
 - C. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
 - D. If Lender requires me to obtain credit counseling in connection with the Program, I will do so.
 - E. All payments required under the trial period plan have been made.
 - F. If I received a discharge of the debt associated with this loan in a bankruptcy proceeding subsequent to the execution of the Loan Documents, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.
2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:
 - A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct or any covenant in Section 1 has not been performed, the Loan Documents



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will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents, subject to applicable law.

B. I understand that the Loan Documents will not be modified unless and until (i) the Lender accepts this Agreement by signing and returning a copy of it to me, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. **The Modification.** If my representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on August 1, 2022 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if any payments required as a precondition to this modification under a trial period plan have not been made, this modification will not take effect.

A. The first modified payment will be due on August 1, 2022.

B. The Maturity Date will be: July 1, 2062.

C. The modified principal balance of the Note will include all amounts and arrearages outstanding as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to the Loan. The new principal balance of the Note will be \$113,385.38 (the "New Principal Balance"). Any fees or charges incurred in connection with the servicing of this loan that were not invoiced before we calculated the Unpaid Amounts will appear on the monthly statement under "Fees and Charges." These amounts may be paid, subject to applicable law, when billed or at any time afterward. They will not accrue interest or late fees. If they remain unpaid, they must be satisfied, subject to applicable law, at the earlier of: (i) the date you sell or transfer an interest in the Property, (ii) the date the entire New Principal Balance is paid, or (iii) the Maturity Date. I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid Interest that is added to the outstanding principal balance, which would not happen without this Agreement.



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- D. Interest at the rate of 7.000% will begin to accrue on the New Principal Balance as of July 1, 2022 and the first new monthly payment on the New Principal Balance will be due on August 1, 2022. Depending on the terms of the existing loan agreement the monthly payment may change over the life of the loan. Please refer to your monthly statement for any changes to the payment. The payment terms of the modified loan are as follows:

Maturity Date: July 1, 2062

Interest Rate: 7.000%

New Principal Balance: \$113,385.38

First Modified Payment Due Date: August 1, 2022

Number of Monthly Payments: 480

Monthly Principal and Interest Payment: \$704.61

Estimated Monthly Escrow Payment: \$379.63

Total Monthly Payment: \$1,084.24

*The total monthly payment amount shown does not include the cost for any optional products that may be on the loan.

The above terms in this Section 3.D. 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.

I understand that, if this is a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for the modified Loan will be the minimum payment that will be due each month for the remaining term of the Loan. The modified Loan will not have a negative amortization feature that would allow payments that are less than the interest due resulting in any unpaid interest being added to the outstanding principal balance.

Subject to applicable law, I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3D.



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4. **Additional Agreements.** I agree to the following:

- A. All persons, or their authorized representative(s), who signed the Loan Documents have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, meaning that the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may, subject to applicable law, continue to be held liable for the obligation under the Loan Documents); or (iii) Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, trial period plan, or other workout plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement or applicable law, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, and impounds, the amount of which may change periodically over the term of this Loan, and to ensure that all payments, the amount of which may also change periodically over the term of this Loan, are made.
- D. That this Agreement constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my escrow account.
- E. That the Loan Documents as modified by this Agreement are duly valid, binding agreements, enforceable in accordance with their terms unless otherwise modified by law.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, or applicable law, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents, subject to applicable law.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me 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 all



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sums secured by the Mortgage must be paid. If these sums are not paid prior to the expiration of this period, Lender may, subject to applicable law, invoke any remedies permitted by the Mortgage without further notice or demand on me.

- H. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of the property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- I. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.
- J. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and notwithstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void. I also agree to allow Lender to attach an Exhibit A to this loan modification which will include a Legal Description, recording information of the original security instrument, and any other relevant information required by a County Clerk's Office to allow for recording if and when recording becomes necessary for Lender, subject to applicable law.
- K. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Fannie Mae Loan Modification Program.
- L. OPTIONAL PRODUCTS PURCHASED AFTER CLOSING. I understand and agree that any optional product(s) I may have purchased after the closing of this Loan, the cost for which I agreed to have added to the Total Monthly Payment: (a) will remain in



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This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only. I further agree that all Rents collected by Lender or Lender's agents shall be applied first to any fees, charges, assessments or other costs associated with managing the Property and collecting the Rents. Any amounts collected that exceed the costs of managing the Property and collecting the Rents shall be applied to the outstanding indebtedness under the Loan Documents in the manner described in the Loan Documents. If the amounts collected are insufficient to cover the costs of managing the Property and collecting the Rents, any additional expenditure by Lender for such purpose shall become indebtedness secured by the Security Instrument as per the Loan Documents. This assignment of Rents of the Property shall terminate when the indebtedness secured by the Security Instrument is paid in full.

Upon Lender's request after default, I shall assign to Lender any lease and/or sublease (collectively "Lease") of the Property and all security deposits made in connection with any Lease of the Property. Upon the assignment, Lender shall have the right to modify, renew, extend or terminate any Lease, in its sole discretion. I represent and warrant that I have not executed any prior assignment of Lease or the Rents, and have not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph or the Loan Documents.

- Q. I agree that if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, accelerate the debt and require immediate payment of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Agreement. If Lender exercises this option, Lender shall give notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed to pay all sums secured by the Security Instrument. Unless these sums are paid prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand, subject to applicable law.
- R. Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower 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 this 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 this loan or any other mortgage loan



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secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with this loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to this loan including the trial period plan to modify this loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.



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In Witness Whereof, the Lender and I have executed this Agreement.
(Signatures must be signed exactly as printed, original signature required and no photocopies accepted.)



James Evans
James Evans

(Must be signed exactly as printed)
07 / 12 / 2022
Signature date (MM/DD/YYYY)

[Space below this line for Acknowledgement]

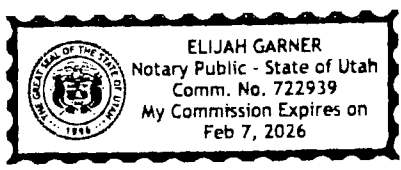
STATE OF Utah
COUNTY OF Salt Lake

On the 12 day of July in the year 2022 before me, the undersigned, a Notary Public, personally appeared James Evans, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person or entity upon behalf of which the person or entity acted, executed the instrument.

WITNESS my hand and official seal.

Elijah Garner Notary Signature
Elijah Garner Notary Public Printed Name
(exactly as printed on seal)
Notary Public Commission
2/7/2026 Expiration Date

(Please ensure seal does not overlap any language or print)



DO NOT WRITE BELOW THIS LINE

THIS SECTION IS FOR INTERNAL USE ONLY

Bank of America, N.A., for itself or as successor by merger to BAC Home Loans Servicing LP
By: Mortgage Connect Document Solutions, LLC, its attorney in fact

By: [Signature] JUL 15 2022
Name, Title **Stephanie Casillas** Date
Assistant Secretary

[Space below this line for Acknowledgement]

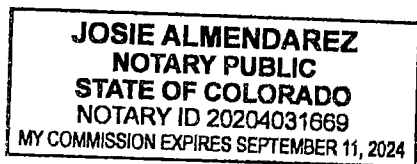
STATE OF Colorado
COUNTY OF Denver

On 15th day of July in the year 2022 before me, Josie Almendarez
Notary Public, personally appeared Stephanie Casillas Assistant Secretary of
Mortgage Connect Document Solutions, LLC, attorney in fact for Bank of America, N.A.,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature] Notary Signature
Josie Almendarez Notary Public Printed Name
(exactly as printed on seal)
SEP 11 2024 Notary Public Commission
Expiration Date

(Please ensure seal does not overlap any language or print)



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EXHIBIT "A"

LEGAL DESCRIPTION

The following described property located in Salt Lake County, Utah:

**LOT 231, NORTHPOINTE PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED
IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.**

APN# 08-22-326-027