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ENT 14684:2014 PG 1 of 6
JEFFERY SMITH
UTAH COUNTY RECORDER
2014 Mar 04 4:35 pm FEE 20.00 BY SW
RECORDED FOR MORTGAGE SERVICE COMPAN

After Recording Return To:
Mortgage Services
PO Box 5449
Mount Laurel, NJ 08054
Return to Phone: 877-766-8244

This Document Prepared By:
PHH Mortgage Corporation
PO Box 5449
Mount Laurel, NJ 08054
CHARLTON STANTON, SPECIALIST
1-877-766-8244

Parcel ID Number: 100290012

_____[Space Above This Line For Recording Data]_____
Original Recording Date: April 07, 2008
Original Loan Amount: \$119,950.00
Original Lender Name: TOOELE FEDERAL CREDIT UNION
Loan No: 0045068228
Investor Loan No: 507158024

Prepared Date: November 11, 2013

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 11th day of November, 2013, between **CAROLYN D BERRY, AN UNMARRIED WOMAN** ("Borrower") and **PHH Mortgage Corporation, whose address is 1 Mortgage Way, Mt. Laurel, NJ 08054** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **April 01, 2008** and recorded in **Instrument No: 40549:2008**, of the **Official Records (Name of Records) of Utah County, UT (County and State, or other Jurisdiction)** 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

178 NORTH CHURCH STREET, CEDAR FORT, UT 84013,
(Property Address)

the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof;

**ASSIGNMENT FROM TOOELE FEDERAL CREDIT UNION TO PHH MORTGAGE CORPORATION.
-REC: 04/07/2008 INSTR # 40649:2008**

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):

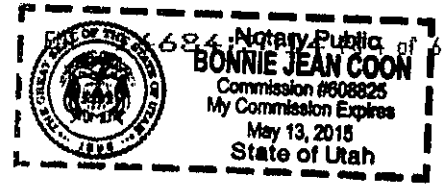
1. As of **December 1, 2013**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$125,130.86**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **6.000%**, from **December 1, 2013**. Borrower promises to make monthly payments of principal and interest of U.S. **\$688.49**, beginning on the **1st** day of **January, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **6.000%** will remain in effect until principal and interest are paid in full. If on **December 1, 2053** (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.
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 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 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement,

Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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. 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) 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.
 - (e) 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.



In Witness Whereof, the Lender and I have executed this Agreement.

Carolyn D. Berry (Seal)
CAROLYN D BERRY -Borrower

_____[Space Below This Line For Acknowledgments]_____

STATE OF UTAH, Tooele County ss :

The foregoing instrument was subscribed and sworn to and acknowledged before me, a Notary Public this


20th day of November, 2013 by CAROLYN D BERRY, AN
UNMARRIED WOMAN.

My commission expires: May 13, 2015

Bonnie Jean Coon
Signature of Notary

Tooele, UT
Residing at

PHH Mortgage Corporation

By:  (Seal) - Lender
Name:
Title: **CANDACE GALLARDO, ASST. V.P.**

12.26.13
Date of Lender's Signature
[Space Below This Line For Acknowledgments]

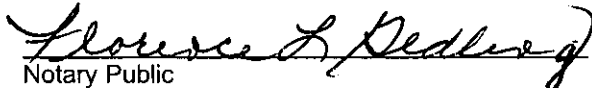
State of New Jersey, County of Burlington

On 12/26, 2013, before me, **FLORENCE L. GEDLING**,
(please print name)

a Notary Public in and for said State, personally appeared

CANDACE GALLARDO, ASST. V.P. of the

Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

Notary Public of New Jersey
My Commission expires: _____

FLORENCE L. GEDLING
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 8/25/2017

Loan: 0045068228

"Exhibit A"

Lot 5, Block 15, Plat "A", CEDAR FORT SURVEY; Utah County, Utah, according to the official plat thereof. (Tax Parcel No. 10-029-0012)

Less and Excepting therefrom: Beginning at a point near the Northwest corner of Block 15, Cedar Fort Survey of Blocks 1975, Cedar Fort, Utah, said point being South 88°55'54" East 16.41 feet along the monument line and South 01°04'06" West 27.10 feet from the Town Survey Monument located near the centers of Church and 200 North Streets and running thence South 88°20'26" East 145.40 feet somewhat along an old fence line on the South line of said 200 North Street; thence South 01°39'34" West 4.00 feet; thence South 87°29'23" East 8.37 feet; thence South 01°24'47" West 91.73 feet; thence North 89°57'26" West 150.76 feet to the East line of said Church Street; thence North 0°19'13" West 100.16 feet along said East line of Church Street to the point of beginning;