UPON RECORDING MAIL TO: Utah Housing Corp. 2479 South Lake Park Blvd. West Valley, UT 84120 Attn. Josh Arnold FHA Case No. 523-0264677 MIN: 1005627 0000214849 5 MERS Phone # 1-888-679-6377 ENT 190525:2021 PG 1 of 2 Andrea Allen Utah County Recorder 2021 Nov 10 04:35 PM FEE 40.00 BY SW RECORDED FOR Utah Housing Corporation ELECTRONICALLY RECORDED

## UTAH HOUSING CORPORATION LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), is made and entered into this g day of nove w w. 2021 by and between RICARDO SUESCUN, A Married Man, hereinafter referred to as "Borrower(s)", whose address is 1601 NORTH VENETIAN WAY SARATOGA SPRINGS, Utah 84045 and Utah Housing Corporation, hereinafter referred to as "Lender".

## WITNESSETH:

On or about December 27, 2018 the Borrower(s) did make, execute, and deliver to Citywide Home Loans, LLC, 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 \$251,363.00 with interest thereon at the rate of 5.000% per annum, payable in consecutive monthly installments beginning with the first installment due February 1, 2019, of \$1,349.37 principal and interest with the final installment of the indebtedness, if not sooner paid, due and payable on January 1, 2049.

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 Citywide Home Loans, LLC as Beneficiary, that certain Deed of Trust bearing the date of December 27, 2018, conveying to the Trustee therein named the following described real property, situated in the County of Utah, State of Utah, to-wit:

LOT 203, PHASE 2A, GABLES AT SARATOGA SPRINGS, PUD SUBDIVISION, SARATOGA SPRINGS, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER.
TAX ID# 404560203

Which Deed of Trust was duly recorded in the office of the recorder of said County and State, on December 28, 2018 as Entry No: 122215:2018 hereinafter referred to as "Trust Deed".

There is now due and owing upon the aforesaid Note the principal sum of \$244,180.92 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 \$232,538.00 with interest at the rate of 3.250% per annum continuing to accrue hereon shall be payable in monthly installments of \$1,012.02 (plus such amounts as may be necessary for escrows for insurance and taxes) commencing on December 1, 2021, 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 November 1, 2051, 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 became 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. RICARDO "BORROWER(S)" STATE OF UTAH COUNTY OF Utah On this 8 day of 110 Jember , in the year 2021, before me ( a notary public, personally appeared RICARDO SUESCUN, 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. CHANDRA MORTENSEN Notary Public, State of Utah Commission #711761 Notary Public Commission Expires On April 30, 2024 By: Jonathan Hanks, Sr. VP & COO "LENDER" STATE OF UTAH ) ss rem bev, in the year 2021, 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. Notary Public - State of Utah JOSHUA C. ARNOLD Notary Public Comm. #705787 My Commission Expires June 17, 2023