

Modification of Trust Deed Page 1 of 6  
Gary Christensen Washington County Recorder  
01/20/2022 08:13:12 AM Fee \$40.00 By FIRST  
AMERICAN TITLE INSURANCE COMPANY

This Document Prepared By:  
**KEIMYA GRANT**  
**FLAGSTAR BANK, FSB**  
**532 RIVERSIDE AVE,**  
**JACKSONVILLE, FL 32202**  
**800-393-4887**

When Recorded Mail To:  
**FIRST AMERICAN TITLE CO.**  
**FAMS - DTO RECORDING**  
**3 FIRST AMERICAN WAY**  
**SANTA ANA, CA 92707-9991**

**Tax/Parcel #: LV-OVS-7**

[Space Above This Line for Recording Data]

**Original Principal Amount: \$322,059.00**  
**Unpaid Principal Amount: \$315,000.24**  
**New Principal Amount: \$307,015.14**  
**New Money (Cap): \$0.00**

**FHA\VA Case No.:703 523-**  
**0273968**  
**Loan No: 0505051871**

**LOAN MODIFICATION AGREEMENT (DEED OF TRUST)**

This Loan Modification Agreement ("Agreement"), made this **3RD** day of **JANUARY, 2022**, between **TYSON CARL SMITH, MARRIED MAN** ("Borrower"), whose address is **305 N 560 W, LA VERKIN, UTAH 84745** and **FLAGSTAR BANK, FSB** ("Lender"), whose address is **532 RIVERSIDE AVE, JACKSONVILLE, FL 32202**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **FEBRUARY 28, 2019** and recorded on **FEBRUARY 28, 2019** in **INSTRUMENT NO. 20190007538**, of the **OFFICIAL** Records of **WASHINGTON COUNTY, UTAH**, 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

**305 N 560 W, LA VERKIN, UTAH 84745**

(Property Address)

the real property described being set forth as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

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, **JANUARY 1, 2022** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$307,015.14**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. **\$0.00**.
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 **3.1250%**, from **JANUARY 1, 2022**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,315.18**, beginning on the **1ST** day of **FEBRUARY, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JANUARY 1, 2052** (the "Maturity Date"), the 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; 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.
5. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.**
6. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary 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, I have executed this Agreement.

[Signature]  
Borrower: **TYSON CARL SMITH**

1/14/22  
Date

[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

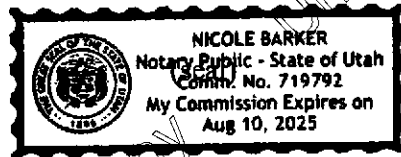
State of Utah)

County of Washington

On this 14 day of Jan, in the year 20 22, before me, Nicole Barker, a notary public, personally appeared TYSON CARL SMITH, 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.

[Signature]  
(notary signature)



In Witness Whereof, the Lender has executed this Agreement.

**FLAGSTAR BANK, FSB**

By [Signature] **Zachariah Scales**  
**Vice President**  
(print name)  
(title)

1-19-22  
Date

\_\_\_\_\_  
[Space Below This Line for Acknowledgments]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CA )  
County of Orange )

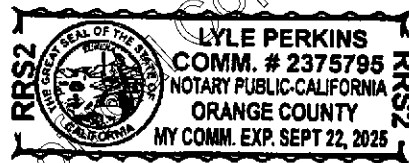
On 1-19-22 before me Lyle Perkins Notary  
Public, personally appeared Zachariah Scales, who proved to me on  
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the  
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

(Seal)



**EXHIBIT A**

**BORROWER(S): TYSON CARL SMITH, MARRIED MAN**

**LOAN NUMBER: 0505051871**

**LEGAL DESCRIPTION:**

**The land referred to in this document is situated in the CITY OF LA VERKIN,  
COUNTY OF WASHINGTON, STATE OF UT, and described as follows:**

**LOT 7, THE OVERLOOK SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT  
THEREOF, RECORDS OF WASHINGTON COUNTY, STATE OF UTAH.**

**ALSO KNOWN AS: 305 N 560 W, LA VERKIN, UTAH 84745**