

Modification of Trust Deed Page 1 of 9  
Gary Christensen Washington County Recorder  
10/22/2024 08:07:37 AM Fee \$40.00 By TIMIOS,  
INC.

This Document Prepared By:  
**TERNISHA TOWNSEND**  
**FLAGSTAR BANK, N.A.**  
**8800 BAYMEADOWS WAY WEST, SUITE 400**  
**JACKSONVILLE, FL 32256**  
**800-393-4887**

When Recorded Mail To:  
**TIMIOS**  
**5716 CORSA AVE, SUITE 102**  
**WESTLAKE VILLAGE, CA 91362**

Tax/Parcel #: **SG-ERS-3-3**

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_  
**Original Principal Amount: \$647,200.00**                      **Fannie Mae Loan No.: 4028660054**  
**Unpaid Principal Amount: \$634,287.51**                      **Loan No: 0441450004**  
**New Principal Amount: \$634,287.51**  
**New Money (Cap): \$0.00**

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

**(Providing for Fixed Interest Rate)**

This Loan Modification Agreement ("Agreement"), made this **16TH** day of **JULY, 2024**, between **JACOB SMITH, AN UNMARRIED MAN** ("Borrower"), whose address is **239 N CREST LINE CIR, ST GEORGE, UTAH 84790** and **LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK N.A., ATTORNEY IN FACT UNDER LIMITED POA**

("Lender"), whose address is **8800 BAYMEADOWS WAY WEST, SUITE 400, JACKSONVILLE, FL 32256**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **JANUARY 21, 2022** and recorded on **JANUARY 21, 2022** in **INSTRUMENT NO. 20220004372**, 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,

**239 N CREST LINE CIR, ST GEORGE, UTAH 84790**  
(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 **AUGUST 1, 2024**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$634,287.51**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 2) **\$21,807.51** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The new Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is **\$612,480.00**. Interest will be charged on the Interest Bearing Principal Balance at a yearly rate of **3.7500%** from **AUGUST 1, 2024**. Borrower promises to make monthly payments of principal and interest of U.S. **\$2,465.39** beginning on the **1ST** day of **SEPTEMBER, 2024**. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full. If 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. The new Maturity Date will be **AUGUST 1, 2064**.
- 3) Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
- 4) 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.

- 5) 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

- (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.
- 6) 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.
- (f) 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 Borrower's 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 Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

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

By checking this box, Borrower also consents to being contacted by text messaging

In Witness Whereof, I have executed this Agreement.

JACOB SMITH  
Signed with Stavy

10/03/2024

Borrower: JACOB SMITH

Date

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

**BORROWER ACKNOWLEDGMENT**

OM

State of ~~WA~~ Washington  
§

County of King )

On this 3rd day of October, in the year 20 24, before me,  
Oscar Mendieta, a notary public, personally appeared JACOB 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.

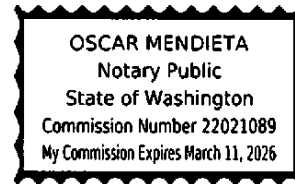
Notarized remotely using audio-video communication.

Witness my hand and official seal.

Oscar Mendieta  
Signed with Stavy

Notary Public (signature)

(seal)



Notarized remotely via audio/video communication using Stavy

In Witness Whereof, the Lender has executed this Agreement.

LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK N.A., ATTORNEY IN FACT UNDER LIMITED POA

*Sharon Denese Smith*  
Signed with Stavvy

10/03/2024  
Date

By Sharon Denese Smith (print name)  
(title)

Asset Administration Escalations Specialist

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

LENDER ACKNOWLEDGMENT

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 Florida )  
County of Duval )

On 10/03/2024 before me Katia El Assaad Notary Public, personally appeared Sharon Denese Smith, 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 ~~Florida~~ that the foregoing paragraph is true and correct.

Florida *KEA*

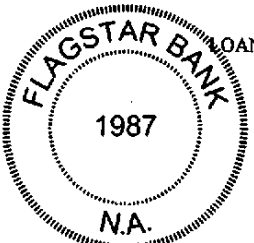
WITNESS my hand and official seal.

Signature *Katia El Assaad*  
Signed with Stavvy  
Signature of Notary Public

(Seal)

KATIA EL ASSAAD  
Notary Public State of Florida  
Commission Number HH 248764  
My Commission Expires April 4, 2026

Notarized remotely via audio/video communication using Stavvy



**EXHIBIT A**

**BORROWER(S): JACOB SMITH, AN UNMARRIED MAN**

**LOAN NUMBER: 0441450004**

**LEGAL DESCRIPTION:**

**The land referred to in this document is situated in the CITY OF ST GEORGE, COUNTY OF WASHINGTON, STATE OF UTAH, and described as follows:**

**ALL OF LOT THREE 3, EAST RIDGE SUBDIVISION - PHASE 3, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH**

**ALSO KNOWN AS: 239 N CREST LINE CIR, ST GEORGE, UTAH 84790**

Date: JULY 16, 2024  
Loan Number: 0441450004  
Lender: LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK N.A., ATTORNEY IN FACT  
UNDER LIMITED POA

Borrower: JACOB SMITH  
Property Address: 239 N CREST LINE CIR, ST GEORGE, UTAH 84790

### NOTICE OF NO ORAL AGREEMENTS

**THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

**THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.**

**Receipt of Notice.** The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

**JACOB SMITH**  
Signed with Stabby

10/03/2024

Borrower  
JACOB SMITH

Date



Date: JULY 16, 2024  
Loan Number: 0441450004  
Lender: LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK N.A., ATTORNEY IN FACT  
UNDER LIMITED POA

Borrower: JACOB SMITH  
Property Address: 239 N CREST LINE CIR, ST GEORGE, UTAH 84790

**ERRORS AND OMISSIONS COMPLIANCE AGREEMENT**

In consideration of LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK N.A., ATTORNEY  
IN FACT UNDER LIMITED POA

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the replacement or correction of, any lost, misplaced, misstated or inaccurate document(s) or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

\_\_\_\_\_  
JACOB SMITH JACOB SMITH 10/03/2024  
Signed with Essevy \_\_\_\_\_ Date