




W2814965

E# 2814965 PG 1 OF 6
Leann H. Kilts, WEBER COUNTY RECORDER
15-Sep-16 0853 AM FEE \$20.00 DEP TT
REC FOR: FIRST AMERICAN TITLE INSURANCE CO
ELECTRONICALLY RECORDED

This Document Prepared By:
BRANDY MANGALINDAN
CARRINGTON MORTGAGE SERVICES, LLC
CARRINGTON DOCUMENT SERVICES
1600 SOUTH DOUGLASS ROAD, SUITE 200A
ANAHEIM, CA 92806
1-866-874-5860

When recorded mail to: #:10114590
First American Title  , LLC
Loss Mitigation Title Services 31982.1
P.O. Box 27670
Santa Ana, CA 92799 200A
RE: MALLARI - PROPERTY REPORT

Tax/Parcel #: 08-147-0006 

[Space Above This Line for Recording Data]

Original Principal Amount: \$162,596.00
Unpaid Principal Amount: \$145,037.16
New Principal Amount: \$153,623.27
Capitalization Amount: \$8,586.11

FHA/VA/RHS Case No.:5217160479703
Loan No: 4000060065

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this 20TH day of AUGUST, 2016, between MICHAEL P MALLARI AND, MELINDA B MALLARI HUSBAND AND WIFE, AS JOINT TENANTS ("Borrower"), whose address is 5231 W 4250 S, HOOPER, UTAH 84315 and CARRINGTON MORTGAGE SERVICES, LLC ("Lender"), whose address is 1600 SOUTH DOUGLASS ROAD, SUITE 200A, ANAHEIM, CA 92806 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated MAY 6, 2009 and recorded on MAY 11, 2009 in INSTRUMENT NO. 2410500, WEBER COUNTY, UTAH, and (2) the Note, in the original principal amount of U.S. \$162,596.00, 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

5231 W 4250 S, HOOPER, UTAH 84315

the real property described is located in WEBER COUNTY, UTAH and 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, **SEPTEMBER 1, 2016** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$153,623.27**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$8,586.11** 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.
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 **3.8750%**, from **SEPTEMBER 1, 2016**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$722.40**, plus property taxes, hazard insurance, and any other permissible escrow items of U.S. **\$ 165.87**, beginning on the **1ST** day of **OCTOBER, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **SEPTEMBER 1, 2046** (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 it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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: MICHAEL P MALLARI *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

9-1-16

Date

[Signature]
Borrower: MELINDA B MALLARI

9-1-16

Date

Borrower: _____

Date

Borrower: _____

Date

_____ [Space Below This Line for Acknowledgments] _____

BORROWER ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF Weber

The foregoing instrument was acknowledged before me this 1st day of September-16 by
MICHAEL P MALLARI, MELINDA B MALLARI

[Signature]
Notary Public

Printed Name: Tiffanie Vakilian

My commission expires: 09/30/2018



In Witness Whereof, the Lender have executed this Agreement.

CARRINGTON MORTGAGE SERVICES, LLC

By Jill A. Fuller (print name)
Director, Home Retention CMS (title)

9-7-16
Date

[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 CA
County of Orange

On 9-7-16 before me, LUZ E HUERTA Notary Public,
(Date) (here insert name and title of officer)

appeared Jill A. Fuller, the Director, Home Retention CMS, 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 company 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 LUZ E HUERTA
Signature of Notary Public



EXHIBIT A

**BORROWER(S): MICHAEL P MALLARI AND, MELINDA B MALLARI HUSBAND AND WIFE,
AS JOINT TENANTS**

LOAN NUMBER: 400060065

LEGAL DESCRIPTION:

**THE LAND REFERRED TO IS SITUATED IN THE STATE OF UTAH, COUNTY OF WEBER,
AND DESCRIBED AS FOLLOWS:**

**THE FOLLOWING TRACT OF LAND IN WEBER COUNTY, STATE OF UTAH: @ALL OF LOT 6,
LAKESIDE ACRES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF,
RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF WEBER COUNTY, STATE OF
UTAH.**

ALSO KNOWN AS: 5231 W 4250 S, HOOPER, UTAH 84315