ENT 47465:2024 PG 1 of 6 ANDREA ALLEN **UTAH COUNTY RECORDER** 2024 Jul 17 10:30 AM FEE 40.00 BY AC **RECORDED FOR Outamation Inc ELECTRONICALLY RECORDED** 

After Recording Return To: Outamation, Inc. 3940 CORAL RIDGE DR **CORAL SPRINGS, FL 33065** 

This Document Prepared By: **Antonia Coats** Outamation, Inc. 3940 CORAL RIDGE DR **CORAL SPRINGS, FL 33065** 800-274-6600

Parcel ID Number: 49-500-0137

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Original Recording Date: January 25, 2019

Original Loan Amount: \$304,385.00

Loan No: 0048212047 Investor Loan No: 0234429476 MIN Number: 100264060000016918

FHA Case No.: 203703523-0273213

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 25th day of June, 2024, between JACOB SCOTT BARKER whose address is 4627 N HERITAGE DR, EAGLE MOUNTAIN, UT 84005 ("Borrower") and LoanCare LLC, as Agent under Limited POA for Lakeview Loan Servicing, LLC which is organized and existing under the laws of The United States of America, and whose address is 3637 Sentara Way, Virginia Beach, VA 23453 ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Beneficiary"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated January 25, 2019 and recorded in Instrument No: 6749:2019 and recorded on January 25, 2019, of the Official Records of UTAH County, UT 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 4627 N HERITAGE DR, EAGLE MOUNTAIN, UT 84005.

(Property Address)

the real property described being set forth as follows:

Escrow No. 063-5950802 (BS)

A.P.N.: 49-500-0137

LOT 137, PIONEER ADDITION, PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE





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## AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE.

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 "Unpaid Principal Balance") is U.S. **\$233,753.79**, 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 7.375%, from August 1, 2024. Borrower promises to make monthly payments of principal and interest of U.S. \$1,516.72, beginning on the 1st day of September, 2024, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on August 1, 2064 (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; 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.





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- 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.
- 8. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the Beneficiary of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.





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Jacob Scott Barker Date: 7/2/24
JACOB SCOTT BARKER -Borrower
[Space Below This Line For Acknowledgments]
State of Utah)
County of Salt lake
On this 2 nd day of July, in the year 20 24, before me, Wegan Viewa notary public, personally appeared Jacob Barket, proved on the basis of satisfactory
public, personally appeared <u>Jacob</u> <u>Barker</u> , 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.
Witness my hand and official seal.  MEGAN R VIERRA Notary Public - State of Utah Comm. No. 735411 My Commission Expires on Feb 1, 2028
(seal)



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LoanCare LLC, as Agent under Limited POA for Lakeview Loan Servicing, LLC
By: Links Manning (Seal) - Lender
Name: Nicole Manning
Title: Assistant Secretary
JUL 1 5 2024  Date of Lender's Signature
[Space Below This Line For Acknowledgments]State of Florida
County of Broward
The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization,
this 15 day of 304, by Nicole Manning Assistant Secretary of LoanCare LLC, as Agent under Limited POA for Lakeview Loan Servicing, LLC.
Januteres .
(Signature of Notary Public - State of Florida)  TIFFANY TAMAR GARDENER
Tiffany Gardener  Tiffany Gardener  My COMMISSION # HH 501897
(Print, Type or Stamp Commissioned Name of Notary Public) EXPIRES: November 18, 2025
Personally Known OR Produced Identification
Type of Identification Produced







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A BBBB	JUL 1 5 2024
Mortgage Electronic Registration Systems, Inc - Nominee for Ler	nder
Name: Heather Bowen	
Title: Assistant Secretary	
[Space Below This Line For Acknow	rledgments]
State of FLORIDA County of BROWARD	
The foregoing instrument was acknowledged before me by mear notarization,	ns of [/] physical presence or [ ] online
this 15 day of 5, 2024, by of Mortgage Electronic Registration Systems, Inc.	eather Bowen, Assistant Secret
Land dorer	
(Signature of Notary Public - State of Florida)	TIFFANY TAMAR GARDENER
Tiffany Gardener	MY COMMISSION # HH 501897 EXPIRES: November 18, 2025
(Print, Type or Stamp Commissioned Name of Notary Public)	OFFICE EXPINES, NOTOHISS 10, 200
Personally Known OR Produced Identification	
Type of Identification Produced _	







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