

Ent 868849 Bk 1072 Pg 77
Date: 05-APR-2024 12:11:42PM
Fee: \$40.00 Check Filed By: RO
KARLA MEDLEY, Recorder
CARBON COUNTY CORPORATION
For: STEVEN SOK

After Recording Return To:
Union Home Mortgage
8241 Dow Circle W
Strongsville, OH 44136

[Space Above This Line For Recording Data]

CONSTRUCTION CONVERSION MODIFICATION AGREEMENT

Lenders Loan Number: 971137
MIN:100074500010224069

MERS Phone: 1-888-679-6377

(Fixed Interest Rate)

TWO ORIGINAL MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED.

This Construction Conversion Modification Agreement (the "Agreement"), made and effective, March 22, 2024 between Union Home Mortgage Corp. ("Lender") and Nicholas Alexander Stromness ("Borrowers"), Mortgage Electronic Registration Systems, Inc., ("Mortgagee") modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the interim construction financing fixed interest rate Note (the "Fixed Rate Note") to Lender dated 09/27/2023 in the original principal sum of U.S. 185,000.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, with Mortgage Electronic Registration Systems, Inc., as mortgagee of record, solely as nominee for Lender and Lender's successors and assigns, dated the same date as the Fixed Rate Note and recorded on September 27, 2023 Ent 866439 Book 1059 Page 47 of the Carbon County Records of Carbon County, Utah. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

6010 North 1040 East, Scolfield, UT, 84526
[Property Address]

the real property described being set forth as follows: See Exhibit "A"

Borrower and Lender agree that on or before the date of this Agreement the construction of the Property has been completed and that all loan proceeds have been disbursed to Borrower in accordance with the terms of the Fixed Rate Note. Borrower and Lender have agreed to modify the terms of the Fixed Rate Note and Security Instrument in accordance with the terms of this Agreement. This Agreement is not a novation.

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Fixed Rate Note and Security Instrument):

1. Current Loan Balance. As of 3/22/2024, the amount payable under the Fixed Rate Note and Security Instrument, each as modified by this Agreement (the "Unpaid Principal Balance"), is U.S. 185,000.00
Interest, if any, has been paid through the date of this Agreement.
2. Note Modification. The terms and provisions of the interim construction financing stated in the Fixed Rate Note in Paragraphs 2 and 3, are amended and modified as follows:
 - a. Interest. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the unpaid principal until the full amount of the Unpaid Principal Balance has been paid. Borrower must pay interest at a yearly rate of 7.125. This interest rate shall apply both before and after any default described in the Fixed Rate Note.
 - b. Payments. Borrower promises to make monthly payments in the amount of U.S. 1,246.38.

Borrower shall pay principal and interest by making a payment every month. Borrower shall make the monthly payment of the 1st day of each month beginning on 05/01/2024. Borrower shall make these payments every month until Borrower has paid all of the principal and interest and any

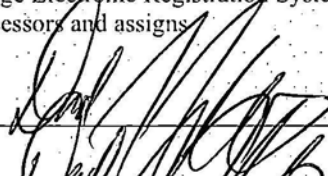

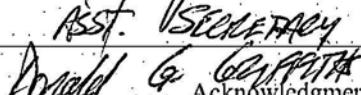
other charges described in the Fixed Rate Note. The monthly payments shall be applied as stated in the Fixed Rate Note.

If on 04/01/2054, Borrower still owes amounts under the Fixed Rate Note and the Security Instrument, each as amended by this Agreement, Borrower will pay those amounts in full on the Maturity Date.

Borrower must make the monthly payments at the place stated in the Fixed Rate Note or such other place as Lender may require.

- a. Other Terms Remain in Effect. Other terms, including, without limitation, terms related to Borrower's right to prepay, loan charges, late charges and default, obligations of persons under the Note and payment in full in the event of a sale or transfer of property, that are stated in the Fixed Rate Note remain in full force and effect.
 - b. Compliance with Covenants. Borrower shall 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.
3. Amendments to the Security Instrument. The terms and provisions of the interim construction financing stated in the Security Instrument are amended and modified as follows: [those marked are applicable]
- a. Increase in Principal Balance. The Unpaid Principal Balance of the Note that is secured by this Security Instrument has been increased by U.S. \$ _____.
 - b. Decrease in Principal Balance. The Unpaid Principal Balance of the Note that is secured by this Security Instrument has been decreased by U.S. \$ _____.
 - c. Change in Maturity Date. The Unpaid Principal Balance if not paid sooner is due in full not later than 04/01/2054.
 - d. Security Instrument Riders Cancelled. The rider(s) of the Security Instrument pertaining to the interim construction financing are null and void and of no further effect as of the date of this Agreement.
 - e. Additional Security Instrument Rider(s). The terms and conditions of the Security Instrument are further amended and modified by the terms and conditions stated in the Security Instrument Rider(s), dated the date of this Agreement, fully executed and delivered by Borrower, and attached to and incorporated into this Agreement by reference.
4. Recordation. This Agreement shall be recorded, together with any applicable attachments, in all places where the Security Instrument is recorded.
5. No Release. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Fixed Rate Note or Security Instrument. Except where otherwise specifically provided in this Agreement, the Fixed Rate Note and Security Instrument shall remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions of these instruments, as amended by this Agreement.

In Witness Whereof, Lender and Borrower have executed this Agreement.
Mortgage Electronic Registration Systems, Inc., solely as nominee for Union Home Mortgage,
its successors and assigns

By:  3.25.2024 Date
By:  3/27/2024 Date
By: _____ Mortgage Electronic Registration Systems, Inc. - Mortgagee Borrower Date
Its: ASST. SECRETARY
 Donald G. Coppita
Acknowledgments of all parties executing this agreement follow.

ACKNOWLEDGMENT OF BORROWER(S)

State of Utah
COUNTY OF Salt Lake

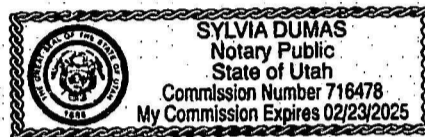
ON March 22, 2024 before me, the undersigned Notary Public, personally appeared Nicholas Alexander Stromness and acknowledged that he/she/they executed the same for the purposes expressed therein. I attest that the principal(s) appear(s) to be of sound mind and not under or subject to duress, fraud or undue influence.

Notary resides in Salt Lake County,

Commission Expiration Date 2.23.2025

Sylvia Dumas
NOTARY PUBLIC PRINTED

Sylvia Dumas
NOTARY PUBLIC SIGNATURE



WITNESS

WITNESS

ACKNOWLEDGMENT OF LENDER

STATE OF Ohio

COUNTY OF Cuyahoga

On March 25, 2024 before me, the undersigned Notary Public, personally appeared Donald G. Griffiths as Assistant Secretary Mortgage Electronic Registration Systems, Inc., solely as nominee for Union Home Mortgage, its successors and assigns OR Mortgage Electronic Registration Systems, Inc., solely as nominee for Union Home Mortgage, its successors and assigns, for and on behalf of the company, and acknowledged that he/she executed the same for the purposes expressed therein. I attest that the principal appears to be of sound mind and not under or subject to duress, fraud or undue influence.

Notary resides in MEDINA COUNTY

Commission Expiration Date 7.31.2025

Cathleen E. Seneff
NOTARY PUBLIC PRINTED

[Signature]
NOTARY PUBLIC SIGNATURE



CATHLEEN E. SENEFF
NOTARY PUBLIC, STATE OF OHIO
My Comm. Expires July 31, 2025

Document Prepared by: Union Home Mortgage

[Attached Any Applicable Security Instruments Riders]

EXHIBIT "A"

PROPERTY DESCRIPTION:

PARCEL 1:

BEGINNING AT A POINT 475 FEET EAST OF THE NORTHWEST CORNER OF LOT 4 OF SECTION 3, TOWNSHIP 12 SOUTH, RANGE 7 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EAST 100 FEET; THENCE SOUTH 100 FEET; THENCE WEST 100 FEET; THENCE NORTH 100 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER MINERALS AND MINERAL RIGHTS IN AND TO SAID LAND.
(TAX I.D. # PART OF 2A-0013-0047) SITUATE IN CARBON COUNTY, STATE OF UTAH.

PARCEL 2:

BEGINNING AT A POINT 475 FEET EAST AND 200 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 4 OF SECTION 3, TOWNSHIP 12 SOUTH, RANGE 7 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EAST 100 FEET; THENCE SOUTH 100 FEET; THENCE WEST 100 FEET; THENCE NORTH 100 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER MINERALS AND MINERAL RIGHTS IN AND TO SAID LAND.
(TAX I.D. # PART OF 2A-0013-0047) SITUATE IN CARBON COUNTY, STATE OF UTAH.

PARCEL 3:

BEGINNING 50 FEET NORTH OF LOT 14, THE MOUNTAIN RETREAT, SOMETIMES IDENTIFIED OF RECORD AS MOUNTAIN RETREAT SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN BOOK 3 OF PLATS, AT PAGE 104, RECORDS OF THE CARBON COUNTY RECORDER, AND RUNNING THENCE NORTH 100 FEET; THENCE EAST 50 FEET; THENCE SOUTH 100 FEET; THENCE WEST 50 FEET TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER MINERALS AND MINERAL

PROPERTY DESCRIPTION

RIGHTS IN AND TO SAID LAND.

(TAX I.D. # PART OF 2A-0013-0047) SITUATE IN CARBON COUNTY, STATE OF UTAH.

PARCEL 4:

BEGINNING AT A POINT 475 FEET EAST AND 100 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 4 OF SECTION 3, TOWNSHIP 12 SOUTH, RANGE 7 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EAST 100 FEET; THENCE SOUTH 100 FEET; THENCE WEST 100 FEET; THENCE NORTH 100 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER MINERALS AND MINERAL RIGHTS IN AND TO SAID LAND.

(TAX I.D. # PART OF 2A-0013-0047) SITUATE IN CARBON COUNTY, STATE OF UTAH.

PARCEL 5:

BEGINNING 375 FEET EAST AND 150 FEET SOUTH AND 50 FEET EAST OF THE NORTHWEST CORNER OF LOT 4 OF SECTION 3, TOWNSHIP 12 SOUTH, RANGE 7 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 100 FEET; THENCE EAST 50 FEET; THENCE NORTH 100 FEET; THENCE WEST 50 FEET TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER MINERALS AND MINERAL RIGHTS IN AND TO SAID LAND.

(TAX I.D. # PART OF 2A-0013-0047) SITUATE IN CARBON COUNTY, STATE OF UTAH.

AND

PARCEL 6:

BEGINNING 575 FEET EAST AND 100 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 4 OF SECTION 3, TOWNSHIP 12 SOUTH, RANGE 7 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EAST 25 FEET; THENCE SOUTH 100 FEET; THENCE WEST 25 FEET; THENCE NORTH 100 FEET TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER MINERALS AND MINERAL RIGHTS IN AND TO SAID LAND.

(TAX I.D. # PART OF 2A-0013-0047)

PARCEL 7:

BEGINNING 575 FEET EAST OF THE NORTHWEST CORNER OF LOT 4 OF SECTION 3,

PROPERTY DESCRIPTION

TOWNSHIP 12 SOUTH, RANGE 7 EAST, SALT LAKE BASE AND MERIDIAN, AND
RUNNING THENCE EAST 25 FEET; THENCE SOUTH 100 FEET; THENCE WEST 25
FEET; THENCE NORTH 100 FEET TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER MINERALS AND MINERAL
RIGHTS IN AND TO SAID LAND.

Situate in the County of Carbon, State of Utah.