

After recording return to:  
Western States Title Company  
370 East 500 South  
Salt Lake City, Utah 84111

MODIFICATION AGREEMENT

PROOF READ \_\_\_\_\_  
PAGED } ABSTRACT Salt Lake City  
INDEX \_\_\_\_\_  
GRANTEE ✓  
GRANTOR ✓  
NOTES MADE \_\_\_\_\_  
REMARKS \_\_\_\_\_ **947**

This Agreement made this 11th day of August, 1980, between LANDMARK ASSOCIATES by FIRST INTERMOUNTAIN DEVELOPMENT, INC. of Salt Lake City, hereinafter called Mortgagors and HOME SAVINGS AND LOAN, a Corporation of Salt Lake City, Utah, hereinafter called Mortgagee.

WITNESSETH:

That whereas on the 5th day of August, 1980, the Mortgagors executed and delivered to Mortgagee their certain mortgage note in the sum of ONE MILLION FOUR HUNDRED EIGHTY-ONE THOUSAND THREE HUNDRED DOLLARS (\$1,481,300.00) payable as follows:

Interest alone payable monthly on the first day of September, 1980, and on the first day of each month thereafter to and including February 1, 1982. Thereafter commencing on the first day of March, 1982, installments of interest and principal shall be paid in the sum of NINE THOUSAND SEVEN HUNDRED FORTY-EIGHT DOLLARS and ONE CENT (\$9,748.01) each, such payments to continue monthly thereafter on the first day of each succeeding month until the entire indebtedness has been paid. In any event, the balance of principal (if any) remaining unpaid, plus accrued interest shall be due and payable on February 1, 2022. The installments of interest and principal shall be applied first to interest at the rate of SEVEN AND ONE-HALF PERCENTUM (7-1/2%) per annum upon the principal sum or so much thereof as shall from time to time remain unpaid, and the balance thereof shall be applied on account of principal.

Whereas the Mortgagors secured payment of said mortgage note by the execution and delivery to Mortgagee of a mortgage dated the 5th day of August, 1980 in the Office of the County Recorder of Tooele County, Utah, in Book 184 of mortgages, Page 449, Entry No. 339351 and,

Whereas the Mortgagor has requested a modification of the terms of the mortgage note aforesaid, and

Now, therefore, in consideration of the premises and the sum of ONE DOLLAR (\$1.00) paid by each of the parties to the other, receipt of which is acknowledged, it is hereby mutually agreed by and between the parties hereto as follows:

1. Interest alone payable monthly on the first day of September, 1980, and on the first day of each month thereafter to and including February 1, 1982 at the rate of SEVEN PERCENTUM (7%) per annum. Thereafter commencing on the first day of March, 1982, installments of interest and principal shall be paid in the sum of NINE THOUSAND SEVEN HUNDRED FORTY-EIGHT DOLLARS AND ONE CENT (\$9,748.01) each, such payments to continue monthly thereafter on the first day of each succeeding month until the entire indebtedness has been paid. In any event, the balance of principal (if any) remaining unpaid, plus accrued interest shall be due and payable on February 1, 2022. The installments of interest and principal shall be applied first to interest at the rate of SEVEN AND ONE HALF PERCENTUM (7-1/2%) per annum upon the principal sum or so much thereof as shall from time to time remain unpaid, and the balance thereof shall be applied on account of principal.
2. All other terms, covenants, conditions and provisions of the above described mortgage note together with the terms, covenants, conditions and provisions of the aforesaid mortgage securing said mortgage note shall be and remain unchanged and the said mortgage note and mortgage shall be as fully enforceable and binding upon the Mortgagors as herein modified, as though these presents had never been executed or entered into.

IN WITNESS WHEREOF the parties have executed this Agreement the 11th day of August, 1980.

See Exhibit "A" incorporated herein by this reference for the description of the real property to which the above relates.

HOME SAVINGS AND LOAN:  
By Ined A Smolka

LANDMARK ASSOCIATES:  
First Intermountain Development, Inc.,  
General Partner

Consented to by:  
Utah Housing Finance Agency, a  
body politic and corporate of  
the State of Utah

By [Signature]  
CONSENTED TO: THE SECRETARY OF HOUSING  
AND URBAN development, acting by and through  
The Federal Housing Commissioner

By: [Signature]  
Title: Executive Director

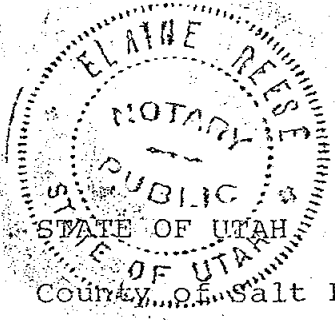
By: [Signature]  
thorize gent

STATE OF UTAH )  
 ) ss  
County of Salt Lake)

On the 11th day of August, 1980, personally  
appeared before me Fred A. Smolka, who being duly sworn by  
me, did say that he is the Executive Vice President of HOME SAVINGS  
AND LOAN and that the foregoing instrument was signed on behalf of  
said corporation by authority of a resolution of its Board of Directors  
and said Fred A. Smolka acknowledged to me that HOME SAVINGS AND  
LOAN executed the same.  
My Commission Expires:

8-24-82

Elaine Reese  
NOTARY PUBLIC residing at:  
Magna, Utah



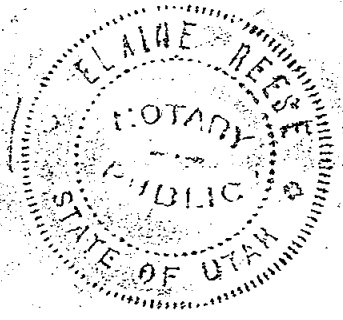
STATE OF UTAH )  
 ) ss  
County of Salt Lake)

On the 11th day of August, 1980, personally  
appeared before me David W. Adams, who being duly sworn by  
me, did say that he is the Vice President of FIRST INTER-  
MOUNTAIN DEVELOPMENT, INC., General Partner on behalf of \_\_\_\_\_  
Associates and that the foregoing instrument was signed on  
behalf of corporation by authority of a resolution of its Board of  
Directors and said David W. Adams acknowledged to me that  
FIRST INTERMOUNTAIN DEVELOPMENT, INC., General Partner on behalf of  
\_\_\_\_\_ executed the same.

My Commission Expires:

8-24-82

Elaine Reese  
NOTARY PUBLIC residing at:  
Magna, Utah



## EXHIBIT "A"

Said property is located in Tooele County, Utah, and more particularly described as follows:

BEGINNING at a point that is South  $88^{\circ} 39' 00''$  East 205.806 feet on the South right-of-way line of 2nd North Street from the Northwest Corner, Lot 4, Block 4, Plat "B", Tooele City Survey; thence South  $88^{\circ} 39' 00''$  East 301.486 feet along said South right-of-way line to a fence line; thence South  $01^{\circ} 27' 00''$  West 722.773 feet along said fence to a second fence corner; thence North  $88^{\circ} 31' 00''$  West 301.486 feet; thence North  $01^{\circ} 27' 00''$  East 722.071 feet to the point of beginning.

No. 340458  
 RECORDED AT THE REQUEST OF Western States Title  
 DATE SEP 4 1980 TIME 2:00 p.m.  
 BOOK 185 OF RECORDS PAGE 949 FEE 6.00  
 DONNA S. MCKENDRICK TOOELE COUNTY RECORDER  
 Tooele County Recorder  
 DONNA S. MCKENDRICK

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