

City Assignment
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RECORDED AT THE REQUEST OF 352477
Western State Title
DATE JUL 30 1982 TIME 10:45am
BOOK 204 OF RECORDS PAGE 327 FEE 8.00
DONNA S. MCKENDRICK TOOELE COUNTY RECORDER
Tooele County Recorder
DONNA S. MCKENDRICK

MODIFICATION AND CONSOLIDATION AGREEMENT

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THIS AGREEMENT, made as of the 18th day of May, 1982, by and between LANDMARK ASSOCIATES, a Utah limited partnership, having an office at 40 South 900 East, #1H, Salt Lake City, Utah 84102, hereinafter referred to as Mortgagor, and HOME SAVINGS AND LOAN, a Utah corporation, with an office at 116 South Main Street, Salt Lake City, Utah 84101, hereinafter referred to as Mortgagee;

W I T N E S S E T H :

(1) WHEREAS, the Mortgagor has executed and delivered to the Mortgagee, its certain Note (the "Original Note" or "Note") dated August 5, 1980 in the amount of ONE MILLION FOUR HUNDRED EIGHTY-ONE THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$1,481,300.00), secured by a Mortgage of even date therewith and recorded July 30, 1982 @ 10:30 , in the records of the Tooele County, Utah Recorder as Entry Number 352474 , Book 204 , Page 248 , covering certain real property situated in the State of Utah, County of Tooele; and

(2) WHEREAS, the Mortgagee is now the owner and holder of said Note and Mortgage, and said Note and Mortgage are presently current; and

(3) WHEREAS, FHA has amended its Commitment for Insurance to increase the amount of the mortgage loan in the amount of Thirty-One Thousand Four Hundred Dollars (\$31,400.00).

(4) WHEREAS, the Mortgagor has executed the Supplemental Note and Supplemental Mortgage securing the sum of \$31,400.00, which Supplemental Mortgage, has been recorded in the State of Utah, County of Tooele, on July 30, 1982 , as Entry Number 352476 in Book 204 , Page 261 ;

(5) WHEREAS, the Mortgagor and mortgagee wish to Consolidate and Coordinate said liens of said Mortgages and payment of the Notes secured thereon and to incorporate the Regulatory Agreement into the Mortgage securing the Supplemental Note.

NOW THEREFORE:

(a) The face amount of the indebtedness shall be increased to ONE MILLION FIVE HUNDRED TWELVE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$1,512,700.00);

(b) The terms of said Notes and Mortgage are consolidated as follows:

Commencing on the first day of March, 1982, payments to interest and principal shall be in the sum of Nine Thousand Seven Hundred Forty-Eight and 01/100 Dollars (\$9,748.01), each, such payments to continue monthly thereafter on the first day of each succeeding month up to and including May 1, 1982. Thereafter commencing on the first day of June, 1982, installments of interest and principal shall be paid in the sum of Nine Thousand Nine Hundred Fifty-Four and 64/100 Dollars (\$9,954.64) each, such payments to continue monthly thereafter on the first day of each succeeding month until the entire indebtedness has been paid;

(c) All other terms and provisions of the Notes and Mortgages shall remain in effect, except as modified by this Agreement and nothing herein contained shall in anywise impair the Note or the security now held for such indebtedness, or alter, waive, annul, vary or affect any provisions, condition, or covenant therein, except the manner of payment, as herein provided, nor affect or impair any rights, powers, or remedies, under the said Notes or Mortgages, it being the intent of the

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parties hereto that the terms and provisions of said Notes and mortgage shall continue in full force and effect except as consolidated, coordinated and modified hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Modification Agreement the 29th day of July, 1982. *(JM)*

MORTGAGOR:

LANDMARK ASSOCIATES, A Utah Limited Partnership

by FIRST INTERMOUNTAIN DEVELOPMENT, INC.,
a Utah Corporation, General Partner

by *Larry V. Lunt*
Larry V. Lunt, President

MORTGAGEE:

HOME SAVINGS AND LOAN

by *Fred A. Smolka*
Fred A. Smolka, Executive Vice President

CONCURRENCE BY:

SECRETARY OF HOUSING AND URBAN DEVELOPMENT


by Federal Housing Commissioner

by *J. Michael Summa*
Authorized Agent

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STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 29th day of July, 1982, personally appeared Larry V. Lunt who being by me duly sworn did say that he is the President of ~~before me~~ First Intermountain Development, Inc., a Utah Corporation, ~~a general partner of~~ and that the foregoing instrument was signed on behalf of said Corporation by authority and Larry V. Lunt ~~the signer of the within instrument, who~~ duly acknowledged to me that ~~he~~ said Corporation executed the same, for and on behalf of Landmark Associates, a Utah Limited ~~a~~ partnership, as general partner therein.

Paul W. Moore
Notary Public


My commission expires: 9.16.83

Residing at: SALT LAKE CITY

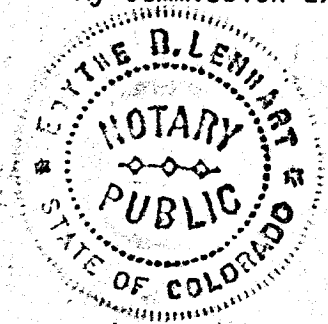
STATE OF COLORADO)
CITY AND) ss:
COUNTY OF DENVER)

On this 29th day of July, 1982, before me a Notary Public, appeared J. Michael Greenawald to me personally known and known to me to be the duly appointed Authorized Agent and person who executed the aforesaid instrument bearing the date of May 18, 1982, by virtue of the authority vested in him by 24CFR 200.109 and acknowledged that he executed the aforesaid instrument for and on behalf of the Federal Housing Commission, for the purpose therein expressed.

Edythe S. Leubart
Notary Public

My Commission Expires: 9-2-85

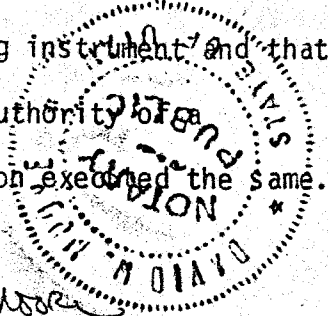
Residing at: 1405 Curtis
Denver, CO



STATE OF UTAH)
COUNTY OF SALT LAKE } ss.

On the 29 day of July, 1982, personally appeared before me FRED A. SMOLKA who being by me duly sworn, says that he is the EXEC. VICE PRESIDENT of HOME SAVINGS AND LOAN

the corporation that executed the above and foregoing instrument and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and that said corporation executed the same.



Fred A. Smolka
Notary Public

My Commission Expires: 9.16.83
Residing In: SALT LAKE CITY

EXHIBIT "A"

Beginning at a point which is South $88^{\circ}39'00''$ East 262.266 feet from the Northwest corner of Lot 4, Block 4, Plat "R", Tooele City Survey; and running thence South $88^{\circ}39'00''$ East 245.00 feet; thence South $1^{\circ}27'00''$ West 662.773 feet, thence North $88^{\circ}31'00''$ West 245.00 feet to a point on the arc of a 15.0 foot radius curve to the right (the center of which bears North $1^{\circ}29'00''$ East) thence Northerly 23.553 feet along the arc of said 15.0 foot radius curve; thence North $1^{\circ}27'00''$ West 632.098 feet to a point on the arc of a 15.0 foot radius curve to the right (the center of which bears South $88^{\circ}33'00''$ East); thence Easterly 23.536 feet along the arc of said 15.0 foot radius curve to the point of beginning.

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