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Gary W. Ott

Recorder, Salt Lake County, UT

RED ROCK TITLE INS AGCY LLC

BY: eCASH, DEPUTY - EF 8 P.

WHEN RECORDED MAIL TO:

Steven L. Graham, President
Utah Community Reinvestment Corporation
475 East 200 South, Suite 210
Salt Lake City, UT 84111

070631-B Red Rock

Tax Parcel I.D. Nos.: 21-36-303-005 & ~~006~~

21-36-303-006

**LOAN MODIFICATION AGREEMENT
(\$390,000)**

This Loan Modification Agreement (the "Agreement") is entered into as of the 29th day of January, 2010, between UTAH COMMUNITY REINVESTMENT CORPORATION, a Utah nonprofit corporation ("Lender"), and THE FAMILY SUPPORT CENTER, a Utah nonprofit corporation, whose address is 777 West Center Street, Midvale, Utah 84047 (hereinafter, "Borrower"), with reference to the following:

RECITALS

WHEREAS, pursuant to that certain Loan Commitment and Agreement dated as of September 11, 2007, by and between Lender and Borrower (the "Loan Agreement"), Borrower has executed and delivered to Lender a certain Promissory Note dated September 21, 2007 (the "Original Note") payable to the order of Lender in the original principal face amount of THREE HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$390,000.00);

WHEREAS, the Original Note is secured by (i) a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated September 21, 2007 given by Borrower and recorded on September 26, 2007 in the official real estate records of the Salt Lake County Recorder, State of Utah (the "Salt Lake County Recorder's Office"), as Entry No. 10232616 (the "Deed of Trust"); (ii) an Assignment of Leases, Rents and Contracts dated September 21, 2007 and recorded on September 26, 2007 in the official real estate records of the Salt Lake County Recorder's Office as Entry No. 10232617 (the "Assignment of Leases"); (iii) a UCC-1 Financing Statement filed with the Utah Department of Commerce, Division of Corporations and Commercial Code (the "Division") on October 2, 2007 (the "Financing Statement" and together with the Deed of Trust and the Assignment of Leases, the "Security Documents"), and (iv) any and all other agreements, documents and instruments executed by Borrower in connection with the Loan (together with the Loan Agreement, the Note and the Security Documents, the "Loan Documents");

WHEREAS, the Security Documents encumber certain real property, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, together with the improvements and fixtures located thereon and certain personalty related thereto, situated in Salt Lake County, State of Utah (collectively, the "Subject Property"); and

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WHEREAS, Borrower desires to modify the repayment terms of the Loan as set forth in the Original Note and Lender is willing to do so on the terms and conditions set forth below.

NOW, THEREFORE, with reference to the foregoing Recitals and in reliance thereon and in consideration of the mutual covenants of the parties hereto, the terms and conditions hereof and the mutual benefits to be derived herefrom, the parties agree as follows:

1. Incorporation of Recitals. All of the terms and representations set forth in the above Recitals are incorporated herein by this reference.

2. Outstanding Balance. As of the date hereof, the outstanding principal balance under the Original Note is \$390,000. Such balance does not include any accrued interest payable by Borrower pursuant to the terms of the Original Note.

3. Modification of terms.
a. Section 8 of the Loan Agreement is hereby replaced in its entirety as follows.

8. Repayment: As set forth in the Replacement Note.

b. Section 9 of the Loan Agreement is hereby replaced in its entirety as follows.

9. Prepayment: As set forth in the Replacement Note.

4. Replacement Promissory Note. In connection herewith, Borrower shall execute and deliver to Lender a Replacement Promissory Note in the amount of \$390,000 in form and content satisfactory to Lender (the "Replacement Note").

5. Conditions of Further Advances. The obligation of Lender to make any additional advances pursuant to this Agreement is subject to and conditioned upon satisfaction of all of the following conditions within ten (10) days after the date of this Agreement:

(a) Lender shall have received, at the expense of the Borrower, appropriate endorsements to its existing title insurance policy in forms reasonably satisfactory to Lender and its counsel whereby the title insurance company insures that the Deed of Trust, as modified by this Agreement, remains a first and prior lien upon the Subject Property subject only to the matters shown in the existing title insurance policy and such additional matters as may be approved by Lender in its sole discretion.

(c) Lender shall have received any and all other documents reasonably required by Lender to retain its perfected security interest in the Subject Property as such interest has been assigned to Lender. Further, Borrower hereby covenants that it will, at any time, upon

written request therefor, execute and deliver to Lender any new or confirmatory instruments which Lender may request in order to evidence the modification of the Loan as set forth herein.

(e) Lender shall have received payment for all reasonable attorneys' fees, loan modification fees, processing costs, inspection costs, title insurance premiums, recording costs and filing costs incurred by Lender in connection with the negotiation and preparation of this Agreement and any related matters.

Failure of the Borrower to satisfy any of the foregoing conditions within ten (10) days after the date of this Agreement shall be a default under the Replacement Note and the Security Documents, as amended hereby, and any advances that Lender, in its sole discretion, may have made hereunder prior to that date shall not be deemed a waiver of Borrower's obligation to satisfy such conditions or otherwise affect Lender's rights with respect to such default.

6. Effect of Modification; Continuation of Loan and Security Documents. It is mutually agreed that this Agreement, and any other documents executed by Borrower in connection herewith are intended only to modify the terms of payment of the existing indebtedness originally evidenced by the Original Note and now evidenced by the Replacement Note and shall not be construed as constituting payment of the existing indebtedness under the Replacement Note or creation of a new indebtedness except to the extent of such additional loans or advances made after the date hereof. The Replacement Note and all other loan documents relating thereto, including but not limited to the Security Documents, and the terms, conditions, and provisions thereof, shall in all respects, except as otherwise expressly modified herein, remain in full force and effect. Without limiting the generality of the foregoing, it is specifically agreed that all of the Security Documents shall remain in full force and effect as security for the Loan as now evidenced by the Replacement Note.


7. Release of Claims by Borrower. In consideration of the loan modification herein set forth, which Borrower agrees is good and valuable consideration, and as an inducement to Lender to enter into this Agreement, Borrower hereby forever releases and discharges Lender, its respective officers, trustees, employees, attorneys, shareholders, successors and assigns for and from any claims, causes of action, in law or equity, demands, debts, duties, obligations, payments, damages, breaches of contract, liabilities, suits, actions, losses, costs, expenses, defaults of any legal duty or obligation or any other claim of any nature whatsoever, known or unknown, fixed or contingent, which Borrower now has or may hereinafter have by reason of any matter, cause or thing whatsoever arising from or related to, in any direct or indirect way, the actions or activity of Lender, its respective officers, trustees, attorneys or employees, with respect to the property at any time subject to the Security Documents or the Loan Documents referred to herein prior to the date hereof. It is the express intent of Borrower hereunder to release and forever extinguish and relinquish any and all claims of any nature whatsoever against Lender, its respective officers, trustees, attorneys or employees, arising out of these transactions prior to the date hereof. This release shall inure to the benefit of and shall be binding upon the successors and assigns of the parties.

8. Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is executed and delivered as of the day and year first above written.

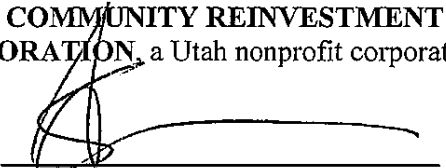
BORROWER:

THE FAMILY SUPPORT CENTER, a Utah nonprofit corporation

By: 
Bonnie L. Peters
Its: Executive Director

LENDER:

UTAH COMMUNITY REINVESTMENT CORPORATION, a Utah nonprofit corporation

By: 
Steven L. Graham
Its: President

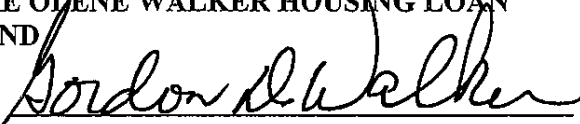
ACKNOWLEDGED AND AGREED BY ASSIGNEE:

ZIONS FIRST NATIONAL BANK, a Utah corporation

By: _____
Its: _____

ACKNOWLEDGED AND AGREED BY SUBORDINATE LENDER:

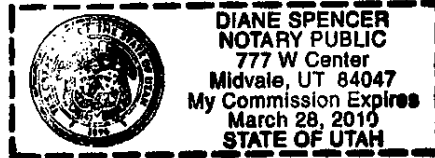
STATE OF UTAH, DEPARTMENT OF COMMUNITY AND CULTURE, DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT, ADMINISTRATOR OF THE OLENE WALKER HOUSING LOAN FUND

By: 
Gordon D. Walker
Its: Director

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

The foregoing LOAN MODIFICATION AGREEMENT was acknowledged before me this 29th day of January, 2010, by Bonnie L. Peters, Executive Director of THE FAMILY SUPPORT CENTER, a Utah nonprofit corporation.

Diane Spencer
NOTARY PUBLIC SIGNATURE AND SEAL



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

The foregoing LOAN MODIFICATION AGREEMENT was acknowledged before me this 29th day of January, 2010, by Steven L. Graham, President of UTAH COMMUNITY REINVESTMENT CORPORATION, a Utah nonprofit corporation.

Jennifer L. Kay
NOTARY PUBLIC SIGNATURE AND SEAL



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

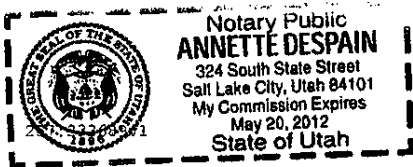
The foregoing LOAN MODIFICATION AGREEMENT was acknowledged before me this ___ day of _____, 2010, by _____ of ZIONS FIRST NATIONAL BANK, a Utah corporation.

NOTARY PUBLIC SIGNATURE AND SEAL

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

The foregoing LOAN MODIFICATION AGREEMENT was acknowledged before me this 17 day of February, 2010, by Gordon Walker, who, being duly sworn, did say that he is the Director of the Department of Community and Culture, Division of Housing and Community Development, State of Utah, the Administrator of the Olene Walker Housing Loan Fund and that the foregoing instrument was signed on behalf of the agency and the State of Utah by statutory authority, and that the aforesaid agency executed the same.

Annette Despain
NOTARY PUBLIC SIGNATURE AND SEAL



8. Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is executed and delivered as of the day and year first above written.

BORROWER: **THE FAMILY SUPPORT CENTER**, a Utah nonprofit corporation

By: _____
Bonnie L. Peters
Its: Executive Director

LENDER: **UTAH COMMUNITY REINVESTMENT CORPORATION**, a Utah nonprofit corporation

By: _____
Steven L. Graham
Its: President

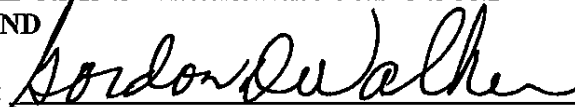
ACKNOWLEDGED AND AGREED BY ASSIGNEE:

ZIONS FIRST NATIONAL BANK, a Utah corporation

By:  _____
Steven C. Schettler
Its: Vice-President

ACKNOWLEDGED AND AGREED BY SUBORDINATE LENDER:

STATE OF UTAH, DEPARTMENT OF COMMUNITY AND CULTURE, DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT, ADMINISTRATOR OF THE OLENE WALKER HOUSING LOAN FUND

By:  _____
Gordon D. Walker
Its: Director

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

The foregoing LOAN MODIFICATION AGREEMENT was acknowledged before me this ____ day of _____, 2010, by Bonnie L. Peters, Executive Director of THE FAMILY SUPPORT CENTER, a Utah nonprofit corporation.

NOTARY PUBLIC SIGNATURE AND SEAL

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

The foregoing LOAN MODIFICATION AGREEMENT was acknowledged before me this ____ day of January, 2010, by Steven L. Graham, President of UTAH COMMUNITY REINVESTMENT CORPORATION, a Utah nonprofit corporation.

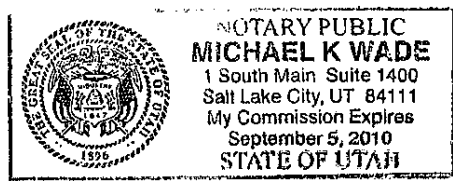
NOTARY PUBLIC SIGNATURE AND SEAL

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

The foregoing LOAN MODIFICATION AGREEMENT was acknowledged before me this 12th day of February, 2010, by Steven C. Schettler, Vice President of ZIONS FIRST NATIONAL BANK, a Utah corporation.



NOTARY PUBLIC SIGNATURE AND SEAL



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

The foregoing LOAN MODIFICATION AGREEMENT was acknowledged before me this ____ day of _____, 2010, by Gordon Walker, who, being duly sworn, did say that he is the Director of the Department of Community and Culture, Division of Housing and Community Development, State of Utah, the Administrator of the Olene Walker Housing Loan Fund and that the foregoing instrument was signed on behalf of the agency and the State of Utah by statutory authority, and that the aforesaid agency executed the same.

NOTARY PUBLIC SIGNATURE AND SEAL

EXHIBIT "A"

(Legal Description of the Property)

PROPERTY located in Salt Lake County, State of Utah, more particularly described as follows:

Parcel 1

Lot 18, Tiffany Town Subdivision, according to the Official Plat thereof, on file and of record in the Office of the Salt Lake County Recorder.

Parcel 2

Lot 17, Tiffany Town Subdivision, according to the Official Plat thereof on file in the Office of the County Recorder of said Salt Lake County.