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12/03/2007 01:50 PM \$22.00  
Book - 9543 Pg - 7738-7744  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE OHIO  
1100 SUPERIOR AVE STE 200  
CLEVELAND OH 44114  
BY: EPM, DEPUTY - MA 7 P.

When recorded mail to:  
**FIRST AMERICAN TITLE INSURANCE  
LENDERS ADVANTAGE  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
ATTN: FT1120**

PPN # 16-15-307-017-0000


**MODIFICATION AND EXTENSION  
OF PROMISSORY NOTE/DEED OF TRUST**

<b>BORROWER</b>	
KENNETH L. LOVISA	
<b>ADDRESS</b>	
1782 YUMA ST SALT LAKE CITY, UT 84108	
TELEPHONE NO.	IDENTIFICATION NO.

<b>GRANTOR</b>	
KENNETH L. LOVISA	
<b>ADDRESS</b>	
1782 YUMA ST SALT LAKE CITY, UT 841082925	
TELEPHONE NO.	IDENTIFICATION NO. 13580688

**ADDRESS OF REAL PROPERTY:**  
1782 YUMA ST  
SALT LAKE CITY, UT 841082925

**THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST**, dated the 19th day of November 2007, is executed by and between the parties identified above and KeyBank National Association  
4910 Tiedeman Road, Suite B, Brooklyn, Ohio 44144

\_\_\_\_\_, ("Lender").  
A. On September 09, 2005, Lender made a loan ("Loan") to Borrower  
LPUT581 © Harland Financial Solutions, Inc. (5/21/07) (800) 937-3799 Page 1 of 6 

evidenced by Borrower's promissory note or agreement ("Note") payable to Lender in the original principal amount of fifty five thousand and 00/100

Dollars (\$ 55,000.00), which Note is secured by a deed of trust ("Deed of Trust") executed by Grantor for the benefit of Lender and encumbering the real property described on Schedule A below ("Property") and recorded in Book 9192 at Page 3367 Instrument 9500164 on September 23, 2005 in the County Recorder's Office of SALT LAKE County, Utah. The Note and Deed of Trust and any other related documents are hereafter cumulatively referred to as the "Loan Documents".

B. The Note and Deed of Trust are hereby modified as follows:

1. TERMS OF REPAYMENT.

The maturity date of the Note is extended to \_\_\_\_\_, at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Deed of Trust is modified accordingly. The parties acknowledge and agree that, as of \_\_\_\_\_, the unpaid principal balance due under the Note was \$ \_\_\_\_\_, and the accrued and unpaid interest on that date was \$ \_\_\_\_\_. The new repayment terms are as follows:

2. ADDITIONAL MODIFICATIONS.

The Deed of Trust and Note are further modified as follows:

The original amount of the Note, which is secured by the Deed of Trust referenced above, and the original principal amount of such Deed of Trust in the amount of fifty five thousand and 00/100 dollars (\$55,000.00) is hereby increased to one hundred thousand and 00/100 dollars (\$100,000.00), an increase of forty five thousand and 00/100 dollars (\$45,000.00).

C. Additional Representations, Warranties and Agreements.

Grantor represents and warrants that Grantor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B below. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified. Borrower and Grantor agree to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

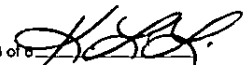
**SCHEDULE A**

The following described real property located in the County of SALT LAKE, State  
of Utah:

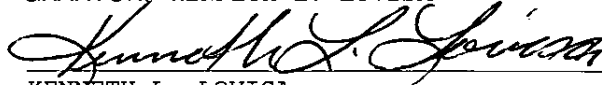
See Addendum A

**SCHEDULE B**

BORROWER AND LENDER REQUEST THE HOLDER OF ANY MORTGAGE, DEED OF TRUST OR  
OTHER ENCUMBRANCE WITH A LIEN WHICH HAS PRIORITY OVER THIS MORTGAGE TO GIVE  
NOTICE TO LENDER, AT LENDER'S ADDRESS SET FORTH ON PAGE ONE OF THIS  
MORTGAGE, OF ANY DEFAULT UNDER THE SUPERIOR ENCUMBRANCE AND OF ANY SALE OR  
OTHER FORECLOSURE ACTION.



GRANTOR: KENNETH L. LOVISA



KENNETH L. LOVISA

GRANTOR:

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GRANTOR:

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GRANTOR:

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GRANTOR:

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GRANTOR:

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BORROWER: KENNETH L. LOVISA

  
KENNETH L. LOVISA

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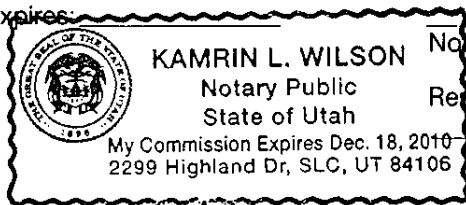
LENDER:

KeyBank National Association

State of Utah )  
County of SALT LAKE )

The foregoing instrument was acknowledged before me this 19 day of NOVEMBER,  
2007, by KENNETH L LOUISA

My Commission Expires: \_\_\_\_\_



Notary Public

Residing at: \_\_\_\_\_

State of Utah

County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
by \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Notary Public

Residing at: \_\_\_\_\_

State of Utah )

County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
the \_\_\_\_\_ by \_\_\_\_\_ of \_\_\_\_\_,  
a \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Notary Public

Residing at: \_\_\_\_\_

State of Utah )

County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
the \_\_\_\_\_ by \_\_\_\_\_ of \_\_\_\_\_,  
a \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Notary Public

Residing at: \_\_\_\_\_

*#1910 Tiedema Rd - Brooklyn OH 44144*  
**THIS DOCUMENT WAS PREPARED BY:** KeyBank National Association / David G. Fisher  
ACAPS # 073231251170C; ALS # 445102213025  
LPUT581F © Harland Financial Solutions, Inc. (5/21/07) (800) 937-3799

Page 6 of 6 *[Signature]*

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

A PARCEL OF LAND SITUATED IN THE STATE OF UTAH, COUNTY OF SALT LAKE, WITH A STREET LOCATION ADDRESS OF 1782 S YUMA ST; SALT LAKE CITY, UT 84108-2925 CURRENTLY OWNED BY KENNETH L LOVISA HAVING A TAX IDENTIFICATION NUMBER OF 16-15-307-017-0000 AND FURTHER DESCRIBED AS COM 371 FT E / 71.775 FT S FR NW COR LOT 14 BLK 7 5 AC PLAT C BIG FIELD SUR S 62.425 FT W 169 FT N 62.425 FT E 169 FT TO BEG 5625-1531 5936-1625, 1629 5936-1631 6483-2938 9011-3311 .

16-15-307-017-0000  
1782 S YUMA ST; SALT LAKE CITY, UT 84108-2925

25104916 / 073231251170C  
35427786/f

16-15-307-017-0000  
1782 S YUMA ST; SALT LAKE CITY, UT 84108-2925  
LOVISA  
13580688 UT  
FIRST AMERICAN LENDERS ADVANTAGE  
MODIFICATION AGREEMENT