

10526338

When Recorded Mail To:
Zions First National Bank
Attn: Shipping Department
255 N Admiral Byrd Road
Salt Lake City, UT 84116
ZMC#: 1420170068

10526338
09/23/2008 01:40 PM \$16.00
Book - 9645 Pg - 318-319
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ZIONS BANK
7730 UNION PARK AVE STE 350
MIDVALE UT 84047
BY: ZJM, DEPUTY - MA 2 P.

INITIAL INTEREST LOAN MODIFICATION AGREEMENT
(Providing for Adjustable Interest Rate)

This Loan Modification Agreement ("Agreement"), made on **May 27, 2008** by and between
DOUGLAS L BRADY and JENNY R BRADY

("Borrower") and Zions First National Bank, its successors and or assigns ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **May 24, 2007** and recorded on **May 29, 2007** in Document No. **10113685** in book _____ and page _____ of the official records of County Recorder of **SALT LAKE** County, **UTAH** and (2) the Note ("Note") bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at **8 SOUTH SHADOW WOOD LANE, SANDY, UT 84092**, and legally described as follows:
LOT 447, PEPPERWOOD PHASE 4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH A PERPETUAL RIGHT OF WAY TO USE AND ENJOY THOSE PORTIONS OF PEPPERWOOD SUBDIVISION PHASE 1, THROUGH PEPPERWOOD PHASE 4, AND ANY AND ALL PEPPERWOOD SUBDIVISION PHASES, WHICH ARE IDENTIFIED AND WILL BE IDENTIFIED AS LOT "A", BEING THE STREETS WITHIN THE SUBDIVISION, AS SHOWN ON THE RECORDED PLAT.

PARCEL # 28-14-351-027

In consideration of the mutual promises and agreements exchanged, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree (notwithstanding anything to the contrary in the Note or Security Instrument) to modify the terms of the Note and Security Instrument as hereafter provided.

1. The Original Note shall hereafter be paid in accordance with the terms of this Loan Modification Agreement.

2. (A) As of, **June 3, 2008** the amount payable under the Note and the Security Instrument is **One Million, Three Hundred Thousand and No/100** -----
U.S. Dollars \$ **1,300,000.00** (the "Unpaid Principal Balance"), consisting of the amount(s) loaned to Borrower by Lender together with any interest capitalized to date. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual rate of **7.8750** %, commencing on **June 3, 2008**. Borrower promises to make monthly payments consisting of interest only in the amount of U.S. \$ **8,531.25** beginning **July 1, 2008**. Borrower then acknowledges that the monthly payment will change to an amount sufficient to repay the principal and interest at the rate described in section (B) below in substantially equal installments by the Maturity Date. The First Principal and Interest payment Due Date is **July, 2011**, which is the first monthly payment due date after the first Interest Change Date stated in Section (B) below, and continuing thereafter on the same day of each succeeding month until all principal and interest together with any other amounts owing under the terms of the Note and Security Instrument are paid in full. If on **June 1, 2038** (the "Maturity Date"), any amounts remain unpaid under the Note and the Security Instrument, as modified, amended and as provided in any riders or addendums, Borrower will pay these amounts in full on the Maturity Date.

(B). The Interest Rate may change on the first day of **June, 2011** (the "Change Date") and on that day every 12 months thereafter. The Interest Rate the Borrower will be required to pay on the first change date will not be greater than **9.8750** % or less than **5.8750** %.. Thereafter the Interest Rate will never increase or decrease on any single change date more than two percentage points (2.00%) from the rate of interest established during the previous twelve months. The Interest Rate will never be greater than **17.8750** %.

(C). Before each Change Date, (subject to the limitations set forth in the preceding paragraph) Lender will calculate the new Interest Rate. The New Interest Rate shall be calculated in the following manner: (1) the "New Interest Rate" will be based on an index. The "Index" is the one-year London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market. The most recent index figure available as of the date 45 days before each Change Date is called the "Current Index." (2) The New Interest Rate will be calculated by adding two and one-fourth percentage points (2.250%) to the Current Index. (3) This amount will then be rounded, subject to the applicable Interest Rate Caps, to the nearest one-eighth (0.125%) percentage point. (4) The resulting figure will be the New Interest Rate until the next Change Date.

3. Borrower agrees to be bound by all the provisions of this Loan Modification Agreement. Borrower hereby reaffirms all of its obligations in the Note and Security Instrument and any riders and addendums of the Note and Security Instrument, and agrees to perform each and all of the covenants, agreements and obligations in the Note and Security Instrument and any riders and addendums to the Note and Security Agreement.

4. Borrower will make payments at P.O. Box 0054 Palatine, IL 60055-005 or at such other place as the lender may require.

5. If all or any part of the Property or any interest in it is sold or transferred, (or if Borrower is not a natural person and a beneficial interest in the Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which time Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted in the Note or Security Instrument without further notice or demand on Borrower.

6. Borrower agrees to 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 the Borrower is obligated to make under the Security Instrument.

7. Nothing in this Agreement shall be construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically modified in this Agreement, the Note and Security Instrument all riders and addendums will remain unchanged and in full force effect and Borrower and Lender will be bound by and comply with all of the terms and provisions thereof.

Zions First National Bank

By: GAY ROGERS
GAY ROGERS
VICE PRESIDENT

DOUGLAS L BRADY
DOUGLAS L BRADY
JENNY R BRADY
JENNY R BRADY

STATE OF

COUNTY OF

I hereby certify that on this day, before me, (notary),
personally appeared DOUGLAS L BRADY and JENNY R BRADY

known to be the person(s) described in and who executed the foregoing
instrument and acknowledged before me that he executed the same for the purpose therein expressed.

Witness my hand and official seal this 4 day of June, 2008.

Notary Public

Residing at: 322 S. 12300 S.
My Commission Expires: 07/20/2011



ERIC HANSEN
Notary Public
State of Utah

My Commission Expires July 20, 2011
322 E 12300 S, Draper, UT 84020

STATE OF UTAH

COUNTY OF SALT LAKE

I hereby certify that on this day, before me, MELISSA ELLIOTT (notary)
personally appeared GAY ROGERS known to be the

of the corporation named and that he / she acknowledged executing the same freely and voluntarily
under authority duly vested in them by said corporation.

Witness my hand and official seal this 11 day of JUNE, 2008.

Notary Public
Residing at:
My Commission Expires

LIBOR Modification Agreement Rev. 08/2001

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NOTARY PUBLIC
MELISSA ELLIOTT
255 N Admiral Byrd Rd
Salt Lake City, UT 84116
My Commission Expires
March 21, 2011 UIM002
STATE OF UTAH

BK 9645 PG 319