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09/30/2009 02:05 PM \$29.00  
Book - 9767 Pg - 2901-2906  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
DENISE RUCKER  
2147 W RAINBROOK CT  
RIVERTON UT 84065  
BY: ZJM, DEPUTY - WI 6 P.

When recorded, return to:

MODIFICATION AGREEMENT

This Agreement is made this 18 day of Sept, ~~1997~~ <sup>2009</sup> by and between  
Denise D. Rucker and \_\_\_\_\_ ("Borrowers"), and  
Donald R AND Gloria S. Lyman ("Lender").

6-9

WITNESSETH:

WHEREAS, Borrowers are indebted to Lender under a certain Promissory Note dated  
7/28/06 originally written in the principal amount of \$1,320,566 and

WHEREAS, Note is secured by a Deed of Trust dated 7/27/2000 and recorded on  
7/28/2000 in the office of the SALT LAKE COUNTY UT with Entry No.  
7686844, in book \_\_\_\_\_, at page \_\_\_\_\_ ("Deed of Trust"), covering the following described real  
estate: 8377 - 5978 - 5980

WHEREAS, Note is further secured by all other written documents and agreements ("Other Loan Documents") securing or otherwise entered into or given in connection with Note or the loan transaction of which Note forms a part ("Loan"); and

WHEREAS, Borrowers now request Lender's consent to modify (as described below) certain terms of the Note, Deed of Trust, Assignment of Rents, Assignment of Intangibles, and Other Loan Documents, including all modifications, extensions, continuations, and amendments to any of the foregoing (collectively, "Loan Documents"); and

WHEREAS, Lender will give its consent to such modification subject to certain conditions.

NOW THEREFORE, in consideration of Lender's agreement to give its consent and other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed by Borrowers and Lender as follows:

1. Lender hereby gives its consent to the following modifications of Loan Documents if, and only if, this Agreement is fully and validly executed; the representations, warranties and guaranties herein are true and continuously remain true; and the terms and conditions herein are fully performed by the parties. Should the preceding conditions not be fully performed, Lenders consent, at its option, shall be null and void.

2. Loan documents are hereby modified as follows:

3. Loan Balance Amount to be \$ 827,119.00,  
Balance to be Amortized over 12 years  
At 6% with payments of \$ 8,074.44 due  
per month. IN case of Death  
of Sellers, No prepayment penalty.

4. Prior to execution of this Agreement, Borrowers shall provide Lender with satisfactory documentation evidencing; (a) the power and authority of Borrower's to enter into and perform this Agreement and modification transaction, (b) the power and authority of Borrowers undersigned signatories to enter into and perform this Agreement and modification transaction on behalf of and binding upon Borrowers, and (c) no changes in Borrower's organizational structure since original Loan Document execution and Loan Closing.

5. Prior to execution of this Agreement, Borrowers shall provide Lender with satisfactory documentation of evidencing the acceptable financial condition of Borrowers and of the Mortgage Real Estate.

6. Prior to execution of this Agreement, Borrowers shall provide Lender with a satisfactory commitment for and Endorsement to Lender's title insurance policy committing to insure that Lender's liens on the mortgaged real estate are first and prior liens with no exceptions or exclusions, other than those shown on Lender's original title insurance policy, despite the modification of Loan Documents and recordation of this Agreement reflecting such modification.

7. As soon as possible and, in no case exceeding ten days after execution of this Agreement, Borrowers shall provide Lender with the title insurance policy Endorsement described in the preceding paragraph 6.

8. Borrowers represent and warrant that on the date of this Agreement, Loan Documents are current in all respects and no Events of Default exist thereunder. Borrowers further represent and warrant that no amendments or other modifications have been made to the original Loan Documents.

9. All costs and expenses incurred in connection with this modification transaction, including, but not limited to, title insurance costs (including both the above-described title insurance commitment and title insurance Endorsement), attorney fees, documentary stamps, recording costs, etc., will be paid by Borrowers. Beehive Credit Union is authorized to pay the same from funds available in the rents escrow, but if insufficient funds exist in the escrow, Borrowers shall immediately pay the same directly.

10. Notwithstanding anything to the contrary, if the terms and provisions contained in any Loan Document in any way conflict or are inconsistent with the terms and provisions of this Agreement, the terms and provisions of this Agreement shall govern and supersede. However, it is specifically agreed that all terms and provisions contained in any Loan Document which do not conflict or are not inconsistent with this Agreement shall remain in full force and effect without any change or modification. If any term or condition of the Agreement conflicts with applicable law or is held to be invalid or unenforceable by a court of competent jurisdiction, the other terms and conditions of the Agreement shall remain in full force and effect.

11. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties.

12. The individuals signing on behalf of the undersigned parties, by their signatures, personally represent and warrant that they are fully authorized and empowered to enter into on behalf of and to fully bind the respective parties on whose behalf they are signing this Agreement, and further represent and warrant that such parties are fully authorized and empowered to enter into and perform this Agreement.

13. IN WITNESS WHEREOF, this Modification Agreement, has been executed by the parties hereto as of the day and year first above written.

**BORROWERS:**

Denise Rucker

**LENDER:**

By: Donald R. Lyman  
Maria S. Lyman

STATE OF UTAH  
COUNTY OF Salt Lake

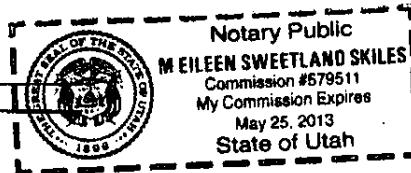
On the 18th day of September 2009 personally appeared before me Donald R. Lyman and Gloria Lyman the signers of the foregoing instrument who duly acknowledge to me that they executed the same.

STATE OF UTAH  
COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ 1997, personally appeared before me \_\_\_\_\_ who being by me duly sworn says that he/she is the \_\_\_\_\_ of \_\_\_\_\_ the corporation that executed the above and foregoing instrument and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by authority of a resolution of its board of directors) and said \_\_\_\_\_ acknowledged to me that said corporation executed the same.

M Eileen Sweetland Skiles  
Notary Public

My commission expires: \_\_\_\_\_  
Residing in: \_\_\_\_\_



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF UTAH  
COUNTY OF SALT LAKE

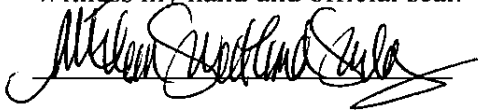
On this 18<sup>th</sup> day of Sept, 2009, before me, M. Eileen Sweetland Skiles  
the undersigned Notary Public, personally appeared Denise P. Rucker.

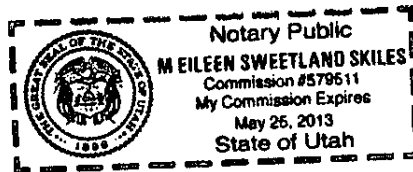
   personally known to me

   proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within  
instrument, and acknowledge to me that he/she/they executed the  
same for the purposes therein stated.

Witness my hand and official seal.





**EXHIBIT "A"**

**50 North 900 West, Salt Lake City, Utah**

Parcel No. 1:

Beginning at a point 4 rods South of the Northwest corner of Lot 4, Block 58, Plat "C", Salt Lake City Survey, and running thence East 14.5 rods; thence South 3 rods; thence West 4.5 rods; thence South 3 rods; thence West 10 rods; thence North 6 rods to the point of beginning.

Parcel No. 2:

Beginning at the Northwest corner of Lot 3, Block 58, Plat "C", Salt Lake City Survey, and running thence East 110.75 feet; thence South 66 feet; thence West 110.75 feet; thence North 66 feet to the point of beginning.

Parcel No. 3:

Beginning at a point 110.75 feet East of the Northwest corner of Lot 3, Block 58, Plat "C", Salt Lake City Survey, and running thence East 46 feet; thence South 66 feet; thence West 46 feet; thence North 66 feet to the point of beginning.

Parcel No. 4:

Beginning at a point 3 rods North and 8 rods West of the Northeast corner of Lot 3, Block 58, Plat "C", Salt Lake City Survey, and running thence West 2 rods; thence South 3 rods; thence West ½ rod; thence South 4 rods; thence East 2 ½ rods; thence North 7 rods to the point of beginning.

Parcel No. 5:

Commencing at a point 3 rods North and 8 rods West from the Northeast corner of Lot 3, Block 58, Plat "C", Salt Lake City Survey, and running thence South 47 feet; thence East 4 feet thence North 47 feet; thence West 4 feet to the point of beginning.

Parcel No: 08-35-457-007

~~BK 9767 PG 2905~~

**EXHIBIT "B"**

**863 East 2100 South, Salt Lake City, Utah 84106**

Parcel No. 1:

The West 10 feet of Lot 10, and all of Lots 11, 12 and 13, Block 1, Winfield Subdivision, according to the official plat thereof, as recorded in the office of the County Recorder of said County.

Parcel No. 2:

Beginning at a point 87.5 feet East from the Southwest corner of Lot 13, Block 1, Winfield Subdivision, and running thence East 90 feet; thence North 125 feet, thence West 90 feet; thence South 125 feet to the point of beginning. The same being all of Lots 7, 8 and 9 and the East 15 feet of Lot 10, Block 1, Winfield Subdivision, according to the Official Plat thereof on file and of record in the Salt Lake County Recorders Office.

Parcel No: 16-20-126-001  
16-20-126-006

~~BK 86377 PC 5980~~