

**RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:**

**Zions First National Bank
Credit Management Department
Attn: Manager
One South Main Street, Suite 500
Salt Lake City, UT 84111**

**11272232
11/01/2011 03:32 PM \$18.00
Book - 9963 Pg - 4441-4445
GARY W. OTT
RECORDED, SALT LAKE COUNTY, UTAH
PRINCE YEATES & GELDZAHLER
175 E 4TH S STE.900
SLC UT 84111
BY: HNP, DEPUTY - WI 5 P.**

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST is made and executed between DOUGLAS L BRADY AND JENNY R BRADY, whose address is 8 South Shadow Wood Lane, Sandy, UT 84092 ("Trustors"), and ZIONS FIRST NATIONAL BANK, the address of which is Credit Management Department, Attn: Manager, One South Main Street, Suite 500, Salt Lake City, UT 84111 ("Lender").

DEED OF TRUST. Lender and Trustors are parties to that certain Deed of Trust dated May 24, 2007 (the "Deed of Trust"), which was recorded in the office of the Salt Lake County, Utah Recorder, as follows:

**Recorded May 29, 2007 as Entry No. 10113685, in Book 9469,
beginning at Page 8173, Official Records of Salt Lake County, State of
Utah.**

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Salt Lake County, State of Utah:

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.

Tax ID No. 28-14-351-027.

ASSIGNMENT AND RE-ASSIGNMENT. Lender at one time assigned the beneficiary's interest in the Deed of Trust to Mortgage Electronic Registration Systems, Inc. ("MERS"), but pursuant to an Assignment of Deed of Trust dated January 13, 2011, which Assignment of Deed of Trust either has been recorded or will be recorded before recordation of this Modification of Deed of Trust, MERS has assigned to Lender all of the right, title and interest of MERS in and to the Deed of Trust.

MODIFICATION. Lender and Trustors hereby modify the Deed of Trust as follows:

The "Note," as defined in the Deed of Trust, means and includes, in addition to the that certain Note (the "Original Note") for \$1,300,000.00 principal, dated May 24, 2007, as identified in the Deed of Trust, the following instruments which are executed and delivered in renewal, but not in satisfaction, of the Original Note: Amended and Restated Promissory Note "A," dated January 1, 2011, for the principal sum of \$606,364.36, plus interest; Amended and Restated Promissory Note "B," dated January 1, 2011, for the interest-bearing principal sum of \$692,442.67, and for the additional principal sum of \$66,543.45, which shall not bear interest; and all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for, either of said promissory notes. The Deed of Trust secures the Note, as described herein, and also secures all obligations evidenced by, or identified in, that certain Master Loan Modification Agreement dated January 1, 2011, executed by Lender and by Trustors, as Borrowers.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above and does not obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of any promissory note or other credit agreement secured by the Deed of Trust. It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties to, and all makers and endorsers of, the Note, including accommodation parties, unless a party is expressly released by Lender in writing. No maker, no endorser, and no accommodation party shall be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

TRUSTORS ACKNOWLEDGE HAVING READ ALL OF THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST, AND TRUSTORS AGREE TO

ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED
EFFECTIVE AS OF THE DATE EXECUTED BY LENDER.

LENDER:

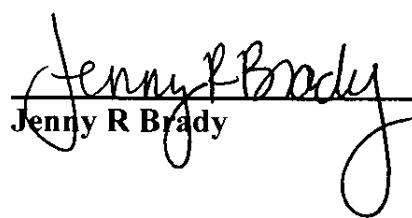
ZIONS FIRST NATIONAL BANK

By: Crystal D. Feeese
Title: Notary Public

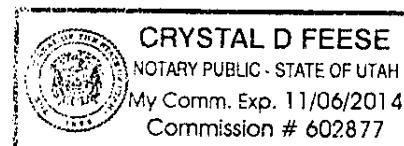
TRUSTORS:



Douglas L. Brady


Jenny R. Brady

State of Utah County of Salt Lake
Subscribed and sworn before me on 07-20-11
(Date)
Crystal Feeese
(Notary Signature)



ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED
EFFECTIVE AS OF THE DATE EXECUTED BY LENDER.

LENDER:

ZIONS FIRST NATIONAL BANK

By: Mandy Smith
Title: Vice President

TRUSTORS:

Douglas L Brady

Jenny R Brady

TRUSTOR ACKNOWLEDGEMENT

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

On this _____ day of _____, 20____, the foregoing Modification of Trust
Deed was acknowledged by Douglas R Brady and Jenny R Brady.

Notary Public

LENDER ACKNOWLEDGEMENT

On this 21 day of July, 2011, the foregoing Modification of Trust Deed was acknowledged by Wendy Smith, the vice president of Zions First National Bank.

Notary Public

