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12/18/2013 4:34:00 PM \$24.00
Book - 10200 Pg - 3122-3128
Gary W. Ott
Recorder, Salt Lake County, UT
LANDMARK TITLE
BY: eCASH, DEPUTY - EF 7 P.

Tax Serial Number:
16-28-354-003

WHEN RECORDED MAIL

TO:
HOME SAVINGS
BANK
Salt Lake City
1455 East 2100
South
Salt Lake City, UT
84152-6155

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated December 13, 2013, is made and executed between Daniel M. Gates and Marian B. Gates, Husband and Wife, whose address is 8346 South Mesa Drive, Sandy, UT 84093 ("Trustor") and HOME SAVINGS BANK, whose address is Salt Lake City, 1455 East 2100 South, Salt Lake City, UT 84152-6155 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated February 7, 2006 (the "Deed of Trust") which has been recorded in Salt Lake County, State of Utah, as follows:

Recorded February 8, 2006 as Entry Number 9632694, Book 9253, Page 3680 of Official Records.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification

**MODIFICATION OF DEED OF TRUST
(Continued)**

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as if fully set forth herein.

The Real Property or its address is commonly known as 3385 South Highland Drive, Salt Lake City, UT 84106. The Real Property tax identification number is 16-28-354-003.

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

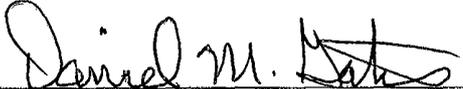
Increased Principal Amount and extended maturity date.

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 nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not 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. Trustor hereby ratifies and affirms that Trustor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Trustor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED DECEMBER 13, 2013.

MODIFICATION OF DEED OF TRUST
(Continued)

TRUSTOR:

x 
Daniel M. Gates

x 
Marian B. Gates

LENDER:

HOME SAVINGS BANK

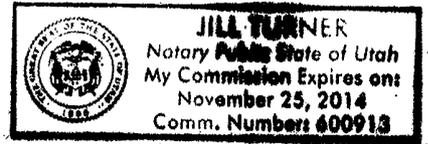
x 
Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Utah

COUNTY OF Salt Lake



On this day before me, the undersigned Notary Public, personally appeared Daniel M. Gates and Marian B. Gates, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16th day of December, 2013.

By Jill Turner
Notary Public in and for the State of Utah

Residing at Salt Lake City, UT
My commission expires 11-25-14

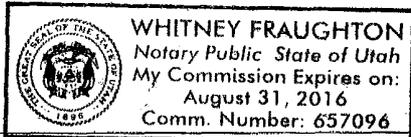
MODIFICATION OF DEED OF TRUST
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)

On this 17th day of December, 20 13, before me, the undersigned Notary Public, personally appeared Jeff Ballard and known to me to be the Vice president, authorized agent for **HOME SAVINGS BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **HOME SAVINGS BANK**, duly authorized by **HOME SAVINGS BANK** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **HOME SAVINGS BANK**.

By [Signature] Residing at Draper, UT
Notary Public in and for the State of Utah My commission expires Aug 31, 2016



A parcel of land located in the Southwest quarter of Section 28, Township 1 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

BEGINNING at a point in the center of Highland Drive, which point is South 15°15'30" East 822.89 feet, more or less, from the center of the intersection of 3300 South Street and Highland Drive, said intersection having been described as being South 1528.2 feet and North 89°45' East 663.67 feet from the West quarter corner of Section 28, Township 1 South, Range 1 East, Salt Lake Base and Meridian in that certain plat recorded October 29, 1927 in Book H of Plats, at Page 157 in the office of the Salt Lake County Recorder, (said point of beginning having also been described as being East 858 feet and North 356.4 feet and North 15°15'30" West 25.91 feet from the Southwest corner of said Section 28), and said point also being on the Northerly line of property conveyed to Wasatch Lawn Cemetery Association in that certain Warranty Deed recorded July 15, 1996 as Entry No. 6406110, in Book 7443, at Page 2016 of the official records of the Salt Lake County Recorder, and running thence along said Northerly line East 117.22 feet; thence along the Westerly boundary of the said Wasatch Lawn Cemetery Association property North 15°15'30" West 103.3 feet; thence continuing along said Westerly boundary North 79°00' East 60 feet; thence continuing along said Westerly boundary North 60 feet, more or less, to an old fence line (said point also being described as the Northerly line of the Florence L. Parry and Gwen Darling Parry Petersen property as described in that certain Decree of Distribution recorded March 21, 1940 as Entry No. 87666, in Book 245, at Page 541 of the official records of the Salt Lake County Recorder); thence along said old fence line and the Southerly line of the "Pergler" property (or the extension thereof) described in that certain Warranty Deed recorded May 28, 1981 as Entry No. 3569118, in Book 5253, at Page 115 of the official records of the Salt Lake County Recorder, and the Southerly line of the "Nova Development, Inc." property described in that certain Warranty Deed recorded May 1, 1987 as Entry No. 4448396, in Book 5911, at Page 2768 of the official records of the Salt Lake County Recorder, West 195.72 feet, more or less, to the center line of said Highland Drive; thence South 15°15'30" East along the center line of said Highland Drive 177.79 feet, more or less, to the point of BEGINNING.

EXCEPTING THEREFROM that portion conveyed to Salt Lake County, a body corporate and politic of the State of Utah, in that certain Warranty Deed recorded October 17, 2001 as Entry No. 8032570, in Book 8512, at Page 4505 of the official records of the Salt Lake County Recorder, being more particularly described as follows:

A parcel of land in fee for the widening and reconstruction of Highland Drive, a Salt Lake County Project, being part of an entire tract of property situate in

LEGAL DESCRIPTION CONTINUED

the SW 1/4 SW 1/4 of Section 28, Township 1 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel are described as follows: Beginning at the southwest corner of said entire tract, said point being 118.394 meters (388.43 feet) South 15°14'41" East from a Salt Lake County monument at the intersection of said Highland Drive and 3350 South Street (by deed said point being East 858.00 feet and North 356.4 feet and North 15°15'30" West 25.91 feet from the Southwest corner of said Section 28), and running thence East 11.660 meters (38.25 feet) to a point 11.250 meters (36.91 feet) perpendicularly distant easterly from the centerline of said project; thence North 15°14'41" West 54.191 meters (177.79 feet) along a line parallel to said centerline to the northerly boundary line of said entire tract; thence West 11.660 meters (38.25 feet); thence South 15°15'30" East 54.191 meters (177.79 feet) to the point of beginning. (Note: To obtain distances in feet, multiply metric values by 3.2808)

TOGETHER WITH a 25-foot right-of-way over the land adjoining on the South of the above-described property, insofar as the same is appurtenant to said property, as created in that certain Warranty Deed recorded June 14, 1951 as Entry No. 1248508, in Book 862, at Page 102 of the official records of the Salt Lake County Recorder.

EXCEPTING FROM said right-of-way that portion conveyed to Salt Lake County, a body corporate and politic of the State of Utah, in that certain Warranty Deed recorded April 10, 2001 as Entry No. 7866045, in Book 8444, at Page 1366 of the official records of the Salt Lake County Recorder.