

Ent 181017 Bk 625 Pg 259
Date: 27-DEC-2011 12:10:17PM
Fee: \$16.00 Check
Filed By: KEH
REED D HATCH, Recorder
SANPETE COUNTY CORPORATION
For: CENTRAL UTAH TITLE

34-19-1E 3-20-1E

CENTRAL UTAH TITLE
ORDER NO 21500 SA

EXTENSION & MODIFICATION OF DEED OF TRUST OR MORTGAGE

Borrower: Richard Morley Spiker and Rhonda Lee Spiker

Lender: Charles H. Peterson and Carolyn L. Peterson, Trustees of THE CHARLES AND CAROLYN PETERSON HOUSING TRUST dated April 12, 2010

1. Deed of Trust/Mortgage: Grantor (who may be known as Borrower or Mortgagor) and Lender (who is either the Beneficiary or Mortgagee) have entered into the following described deed of trust, mortgage or security instrument, hereinafter called the "Security Agreement" (complete as applicable):

(a) Description: XXX Deed of Trust _____ Mortgage _____ Other _____
(b) Date of Security Agreement: October 19, 2011 (c) Date of Recording: October 20, 2011
(d) Entry Number: 179816 (e) Book Number: 622 at Page: 975
(f) State of UTAH (g) County of: Sanpete (h) Recorded in the office of the Sanpete County Recorder.

2. Real Property Description. The Security Agreement covers the following real property located in the above referenced county and state:

SEE EXHIBIT A

3. Modification: Grantor and Lender hereby modify the Security Agreement as follows: (check and complete as applicable):

XXXX Principal Balance Increase or Decease: The principal balance of the Deed of Trust is increased to \$84,400.00

_____ Interest Rate. The Interest rate is changed from _____ % per annum _____

_____ Extension. The payment schedule has been extended and the new maturity date is now:

_____ Assumption. The following person(s) or entity(s) hereinafter called the "Assuming Party" has assumed and is now liable for the performance of all obligations and agreements of Grantor under the Security Agreement.

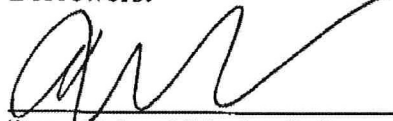
XXXX Other: The following water right is added to the collateral on the Deed of Trust: 1.20 acre feet of water from Water Right No. 63-3169.

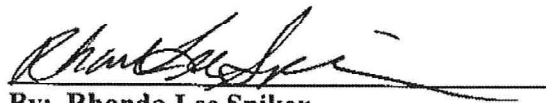
4. Continuing validity. Except as modified above, all terms and conditions of the Security Agreement shall remain in full force and effect.

This Modification of Deed of Trust or Mortgage is executed on 26th day of December, 2011

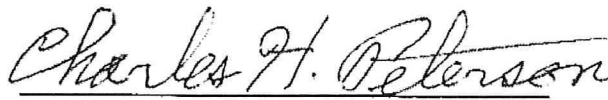
This document is being recorded solely as a courtesy and an accommodation to the parties named herein. Central Utah Title hereby expressly disclaims any responsibility or liability for the accuracy of the content thereof.

Borrowers:


By: Richard Morley Spiker


By: Rhonda Lee Spiker

Lender:


By: Charles H. Peterson, Trustee

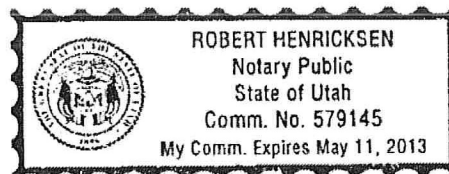

By: Carolyn L. Peterson, Trustee

STATE OF UTAH)
) :SS
COUNTY OF UTAH)

On the 9th day of December, 2011, personally appeared before me **RICHARD MORLEY SPIKER** and **RHONDA LEE SPIKER**, the signers of the within instrument who duly acknowledged before me that they signed the same.


NOTARY PUBLIC

STATE OF UTAH)
) :SS
COUNTY OF SANPETE)



On this 7th day of December, 2011 personally appeared before me, **Charles H. Peterson** and **Carolyn L. Peterson**, Trustees of **THE CHARLES AND CAROLYN PETERSON HOUSING TRUST** dated April 12, 2010, the signers of the within instrument who duly acknowledged before me that they executed the same.


NOTARY PUBLIC

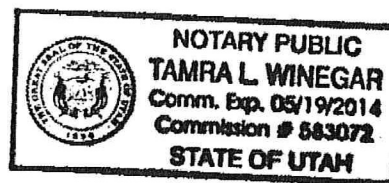


EXHIBIT A

Parcel 1: Beginning at the Southeast corner of the Southwest quarter of Section 34, Township 19 South, Range 1 East, Salt Lake Base and Meridian; thence North 10 chains, thence West 14 chains, thence Southeasterly along the County Road to the point of beginning. (Serial No. 10320)

Parcel 2: The Southwest quarter of the Southeast quarter of Section 34, Township 19 South, Range 1 East, Salt Lake Base and Meridian. (Serial No. 10324)

Parcel 3: Beginning 132 feet West from the Northeast corner of the Northwest quarter of the Northeast quarter of Section 3, Township 20 South, Range 1 East, Salt Lake Base and Meridian; thence Southwesterly along the North side of the County Road to a point 66 feet East from the Northwest corner of the Northwest quarter of the Northeast quarter of Section 3, thence East 1122 feet to the point of beginning. (Serial No. 10801)