

NOTE

LOAN NO.

JANUARY 28, 1997

SALT LAKE CITY

(City)

SALT LAKE

(County)

UT

(State)

935 NORTH 900 WEST, SALT LAKE CITY, UT 84116

(Property Address)

LOT 21, BLK 18, ROSE PARK PLAT

(Legal Description)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 72,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is

JUDITH D. DALUIO

AN IDAHO RESIDENT

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.5%

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month in the amount of \$ 553.62

I will make my monthly payments on the 1ST day of each month beginning on MARCH 1

1996. I will make these payments every month until I have paid all of the principal and interest and on other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on FEBRUARY 1, 2027, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date".

Until notified in writing by the Lender otherwise, I will make my monthly payments to

JUDITH D. DALUIO

at

P.O. BOX 3013

KETCHUM, IDAHO 83340

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceed permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

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EX 7586FG2062

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.
WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

Sean C. Flynn (Seal)
SEAN C. FLYNN Borrower

Cynthia F. Gallegos (Seal)
CYNTHIA F. GALLEGOS Borrower

Social Security Number 528-29-9727

Social Security Number 529-51-3066

(Seal)
Borrower

(Seal)
Borrower

Social Security Number _____

Social Security Number _____

(Sign Original Only)

STATE OF UTAH,

County of Salt Lake

On the

thousand nine hundred and

NINETY SEVEN

day of

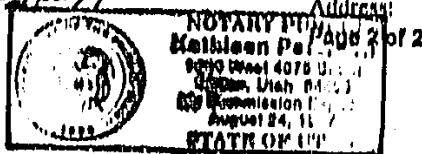
January

A.D. 2010

personally appeared before me Sean C. Flynn and Cynthia F. Gallegos
the signer of the foregoing instrument, who duly acknowledge to me that they executed the same.

Kathleen Peterson
Notary Public

My commission expires: 8-24-27



Initials: KFP

BK 7586 PG 2063

6559251
01/28/97 3:55 PM 12.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
JUDITH D DALUIBO
REC BY: ZJOHANSON DEPUTY - WI

BK 7586 Pa 2063-A

