

AFTER RECORDING RETURN TO:

Eric Spiak
DB Private Wealth Mortgage Ltd.
60 Wall Street, 32nd Floor
New York, NY 10005
Jay Harley
NMLS #826953

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Page 1 of 9
Mary Ann Trussell, Summit County Utah Recorder
05/29/2013 01:05:45 PM Fee \$26.00
By Real Advantage LLC
Electronically Recorded

GWLD-50

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LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 11 day of April, 2013, between **KIM S. PUGMIRE AND JALAYNE PUGMIRE, TRUSTEES OF THE PUGMIRE FAMILY TRUST, DATED MAY 30, 2000, AS AMENDED AND COMPLETELY RESTATED AUGUST 24, 2006 AS TO AN UNDIVIDED 1/3 INTEREST, JAMES K. HARNS AND CHRISTY L. HARNS, TRUSTEES OF THE KIRK AND CHRISTY HARNS TRUST DATED DECEMBER 16, 2002 AS TO AN UNDIVIDED 1/3 INTEREST, AND BISONTE PROPERTIES, LLC AS TO AN UNDIVIDED 1/3 INTEREST** (collectively, "Borrower"), whose address is 4745 Green Crest Drive, Yorba Linda, CA 92887, and **DB PRIVATE WEALTH MORTGAGE LTD.** ("Lender"), whose address is 60 Wall Street, 32nd Floor, New York, NY 10005, amends and supplements (1) the Deed of Trust and any applicable Riders dated as of February 1, 2010 and recorded on February 1, 2010 as Entry No. 891275, in Book 2019, at Page 1138 in the Official Records, Summit County, State of Utah (the "Security Instrument") and (2) the Adjustable Rate Note (the "Note"), bearing the same date as and secured by the Security Instrument which covers the real and personal property described in the Security Instrument and defined therein as the "Property" located at

7630 Purple Sage, Park City, UT 84098
(Property Address)

the real property described being set forth in Schedule A attached hereto and made a part hereof.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The definition of Lender in the first sentence of Section (C) of the Definitions Section of the Security Instrument is hereby corrected to read as follows:

““Lender” is DB PRIVATE WEALTH MORTGAGE LTD.”

2. The following is added to the end of Section 2 of the Note:

“From April 1, 2013 to the next Change Date, I will pay interest at a yearly rate of two and three quarter percent (2.75%). The interest rate that I will pay may change in accordance with Section 4 of this Note.”

3. The following is added to the end of Section 3(B) of the Note:

“Commencing on May 1, 2013, each of my monthly payments will be in the amount of U.S. \$3,788.87. This amount may change.”

4. Section 4(A) of the Note and Adjustable Rate Rider attached to the Security Instrument shall be deleted and replaced with the following:

“The interest rate I will pay may change on the first day of April 1, 2018 and on the first day of every 12th month thereafter. Each date on which my interest rate could change is called a “Change Date.”

5. Borrower understands and agrees that

(a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.

(b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower’s obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender’s rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

(c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.

(d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

(e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

(f) The outstanding principal balance is \$1,653,325.00.

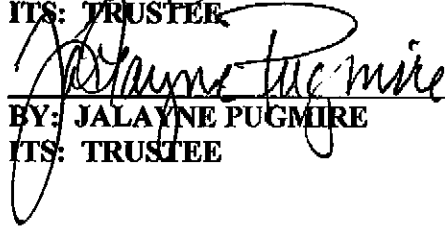
(g) To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document.

IN WITNESS WHEREOF, Borrower and Lender have caused this Modification Agreement to be duly executed as of the date first above written.

**PUGMIRE FAMILY TRUST, DATED MAY 30, 2000,
AS AMENDED AND COMPLETELY RESTATED
AUGUST 24, 2006**

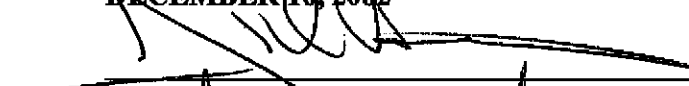


**BY: KIM S. PUGMIRE
ITS: TRUSTEE**



**BY: JALAYNE PUGMIRE
ITS: TRUSTEE**

**KIRK AND CHRISTY HARNS TRUST DATED
DECEMBER 16, 2002**



**BY: JAMES K. HARNS
ITS: TRUSTEE**



**BY: CHRISTY L. HARNS
ITS: TRUSTEE**

BISONTE PROPERTIES, LLC



**BY: RICHARD G. WHITTIER
ITS: MANAGER**

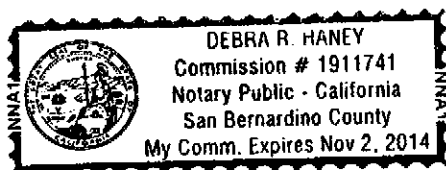
Notary - See Attached

STATE OF California)
COUNTY OF San Bernardino) ss.:

On April 9, 2013, before me, Debra R Haney, a Notary Public, personally appeared **KIM S. PUGMIRE, TRUSTEE OF THE PUGMIRE FAMILY TRUST, DATED MAY 30, 2000, AS AMENDED AND COMPLETELY RESTATED AUGUST 24, 2006**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Debra R Haney
Notary Public

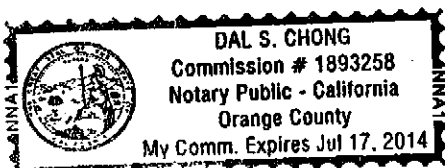


STATE OF CA)
COUNTY OF Orange) ss.:

On April 10, 2013, 2013, before me, Dal S. Chong, a Notary Public, personally appeared **JALAYNE PUGMIRE, TRUSTEE OF THE PUGMIRE FAMILY TRUST, DATED MAY 30, 2000, AS AMENDED AND COMPLETELY RESTATED AUGUST 24, 2006**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

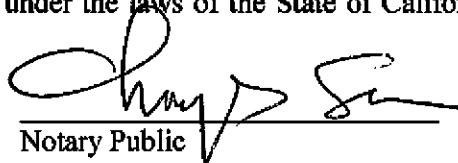
Chong S
Notary Public

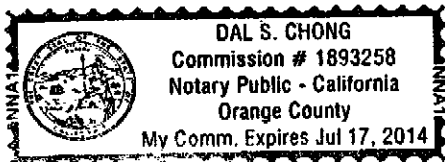


STATE OF California)
)
COUNTY OF Orange) ss.:

On April 10, 2013, 2013, before me, Dal S. Chong, a Notary Public, personally appeared JAMES K. HARNS, TRUSTEE OF THE KIRK AND CHRISTY HARNS TRUST DATED DECEMBER 16, 2002, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

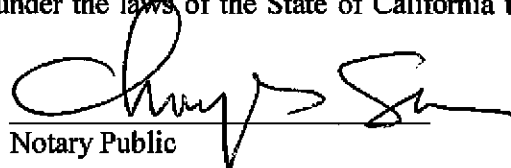

Notary Public

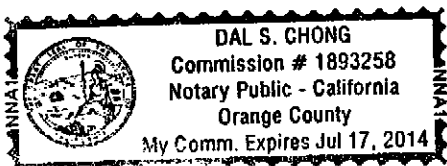


STATE OF CA)
)
COUNTY OF Orange) ss.:

On April 10, 2013, 2013, before me, Dal S. Chong, a Notary Public, personally appeared CHRISTY L. HARNS, TRUSTEE OF THE KIRK AND CHRISTY HARNS TRUST DATED DECEMBER 16, 2002, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.


Notary Public

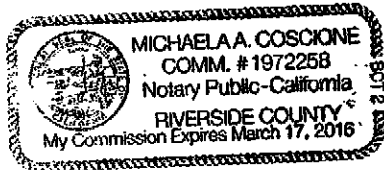


STATE OF California,
COUNTY OF Riverside, ss.:

On April 11, 2013, 2013, before me, Michaela Coscione Notary
a Notary Public, personally appeared RICHARD G. WHITTIER, MANAGER OF BISONTE
PROPERTIES, LLC, who proved to me on the basis of satisfactory evidence to be the person
whose name is subscribed to the within instrument and acknowledged to me that he/she executed
the same in his/her authorized capacity, and that by his/her signature on the instrument, the
person, or the entity upon behalf of which the person acted, executed the instrument.


I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

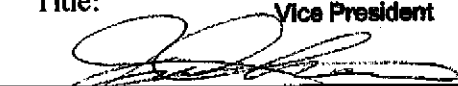
Michaela Coscione Notary
Notary Public



IN WITNESS WHEREOF, Borrower and Lender have caused this Modification Agreement to be duly executed as of the date first above written.

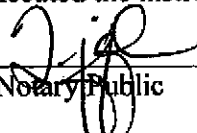
DB PRIVATE WEALTH MORTGAGE LTD.

By: 
Name: **William Sherriff**
Title: **Vice President**

By: 
Name: **Jie Chen**
Title: **Director**

**STATE OF NEW YORK :
SS:
COUNTY OF NEW YORK:**


On the 12 day of April, 2013, before me, the undersigned personally appeared William Sherriff, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

TIFFANY CHOICE
Notary Public- State of New York
No. 01CH6174935
Qualified in Bronx County
My Comm. Expires 1/12/16

**STATE OF NEW YORK :
SS:
COUNTY OF NEW YORK:**

On the 12 day of April, 2013, before me, the undersigned personally appeared Jie Chen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

TIFFANY CHOICE
Notary Public- State of New York
No. 01CH6174935
Qualified in Bronx County
My Comm. Expires 1/12/16

SCHEDULE A

LEGAL DESCRIPTION

Lot 50, Glenwild, Phase I, according to the official plat thereof, on file and of record in the Summit County Recorder's Office.

Tax ID: GWLD-50