

Matthew Hutchinson
c/o Frontier Bank
2700 Homestead Road, Suite 1600
Park City, Utah 84098
MNT- 28252

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3/12/2012 11:50:00 AM \$42.00
Book - 9998 Pg - 5309-5325
Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 17 P.

TRUSTEE'S DEED

WHEREAS, on September 20, 2010, John Mark and Mary Mark filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code commencing bankruptcy case number 10-32963; and

WHEREAS, the undersigned Trustee was duly appointed as the Chapter 7 Trustee (the "Trustee") in the Bankruptcy Case; and

WHEREAS, on August 4, 2010 , the United States Bankruptcy Court for the District of Utah entered its *Order Approving Sale of Real Property and Real Estate Purchase and Sale Agreement* in the Bankruptcy Case, (the "Order") authorizing the Trustee to sell the Debtors' interest in real property located at 346 East 900 South, Salt Lake City, Utah (the "Property") and further declaring that such sale shall be free and clear of liens pursuant to 11 U.S.C. § 363(f) of the Bankruptcy Code;

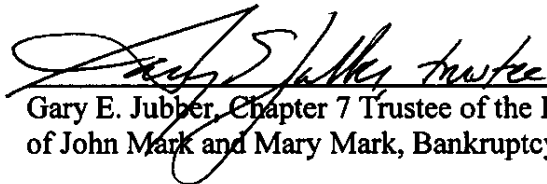
NOW, THEREFORE, I, the undersigned Trustee of the bankruptcy estate of John Mark and Mary Mark, by virtue of the title and ownership in me vested by the provisions of the Bankruptcy Code as duly appointed Chapter 7 Trustee, as grantor (the "Grantor"), and pursuant to the Order authorizing the sale of the Property, a copy of which is attached and incorporated as "Exhibit A," for good and valuable consideration, do hereby transfer and assign to Frontier Bank, FSB, all right, title and interest of said Debtors in and to the Property, which is more particularly described as follows::

Beginning at a point 354.75 feet east from the northwest corner of Lot 11, Block 20, Five Acre Plat "A", Big Field Survey, and running thence south 165 feet; thence east 44 feet; thence north 165 feet; thence west 44 feet, to the place of beginning.

Parcel No. 16-07-256-004.

Grantor makes no warranties, representations, or guarantees, express or implied, with respect to the Property, and such property is transferred "AS IS, WHERE IS," unrepaired, WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO any matter related to the Property.


DATED this 9th day of March, 2012.



Gary E. Jubber, Chapter 7 Trustee of the Bankruptcy Estate of John Mark and Mary Mark, Bankruptcy No. 10-32963

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 9th day of March, 2012, did personally appear before me, Gary E. Jubber, the signer of the within document, who duly acknowledged to me that he is the Chapter 7 bankruptcy trustee of the bankruptcy estate of John Mark and Mary Mark, Bankruptcy No. 10-32963 pending in the United States Bankruptcy Court for the District of Utah, and that he executed the foregoing document in that capacity.



Notary Public

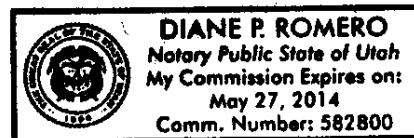


Exhibit A

4850-5389-2367, v. 1

The below described is SIGNED.

(ts)

Dated: March 02, 2012

William J. Thurman

WILLIAM T. THURMAN
U.S. Bankruptcy Chief Judge



Gary E. Jubber, A1758
David R. Hague, A11660
FABIAN & CLENDENIN,
a Professional Corporation
215 South State Street, Suite 1200
Salt Lake City, Utah 84111
Telephone: (801) 531-8900
Fax: (801) 596-2814

Attorneys for Gary E. Jubber, Chapter 7 Trustee

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

In re

JOHN MARK AND
MARY MARK,

Debtors.

Bankruptcy No. 10-32963 WTT
(Chapter 7)

Honorable William T. Thurman

**ORDER APPROVING SALE OF REAL PROPERTY AND REAL ESTATE PURCHASE
AND SALE AGREEMENT**

Gary E. Jubber, Chapter 7 Trustee ("Trustee"), filed Trustee's *Motion to Approve Sale of Real Property* on February 9, 2012 (the "Motion"). The Motion and Notice of Hearing was properly served on all parties in interest on February 12, 2012. The Notice of Hearing included a statement that in the absence of a timely response, the relief requested could be granted without a hearing. On February 17, 2012, the Salt Lake County Treasurer filed an objection to the Motion.

On February 24, 2012, Frontier Bank filed a *Stipulation and Agreement Regarding Payment of Salt Lake County Property Tax Lien on 346 East 900 South*, resolving the objection of the Salt Lake County Treasurer. On February 24, 2012, the Salt Lake County Treasurer withdrew its objection to the Motion.

IT IS HEREBY ORDERED that:

- A. The Real Estate Purchase and Sale Agreement between the Trustee and Frontier Bank, FSB on the terms and conditions set forth in the Real Estate Purchase and Sale Agreement, a copy of which is attached hereto as "Exhibit 1," is approved; and
- B. The sale shall be free and clear of all liens and interests pursuant to 11 U.S.C. § 363(b) and (f); and
- C. The payment of \$4,000.00 to the Trustee pursuant to 11 U.S.C. § 506(c) is approved; and
- D. The sale shall not be stayed pursuant to Rule 6004(h) of the Federal Rules of Bankruptcy Procedure.

[END OF DOCUMENT]

CLERK'S CERTIFICATE OF SERVICE

A true and correct copy of the foregoing **ORDER APPROVING SALE OF REAL PROPERTY AND REAL ESTATE PURCHASE AND SALE AGREEMENT** shall be sent to the following:

United States Trustee
Ken Garff Building
405 South Main Street
Suite 300
Salt Lake City, UT 84111

Gary E. Jubber
David R. Hague
215 South State Street
Suite 1200
Salt Lake City, UT 84111

ORDER SIGNED

Exhibit 1

4833-0931-9438, v. 1

ORDER SIGNED

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (the "**Agreement**") is made and entered into on the date subscribed below by and between GARY E. JUBBER, solely in his capacity as the Chapter 7 trustee of the bankruptcy estate of John Mark and Mary Mark (the "**Trustee**"), and FRONTIER BANK, FSB ("**Frontier**"). (The foregoing parties are referred to collectively as the "**Parties**").

RECITALS:

A. On September 20, 2010, John Mark and Mary Mark (the "**Debtors**") filed a voluntary petition for relief under Chapter 7 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Utah, Central Division (the "**Bankruptcy Court**") commencing *In re John Mark and Mary Mark*, Bankruptcy No. 10-32963 (the "**Bankruptcy Case**"). Thereafter, Gary E. Jubber was appointed the Chapter 7 trustee.

B. Property of the estate in the Bankruptcy Case includes, in part, the Debtors' interest in real property located at 346 East 900 South, Salt Lake City, Utah, and more particularly described as follows:

Beginning at a point 354.75 feet east from the northwest corner of Lot 11, Block 20, Five Acre Plat "A", Big Field Survey, and running thence south 165 feet; thence east 44 feet; thence north 165 feet; thence west 44 feet, to the place of beginning.

Parcel No. 16-07-256-004 (the "**Property**").

C. The Property is subject to a voluntary lien conveyed for the benefit of Frontier Bank pursuant to a deed of trust (the "**Deed of Trust**") executed by the Debtor in favor of Frontier to secure a Promissory Note dated January 8, 2003 in the original principal amount of \$138,750.00 (the "**Note**").

D. The Deed of Trust was recorded January 9, 2003, as Entry No. 8488088 in Book 8718, at Page 5807, in the Official Records of Salt Lake County, Utah.

E. Frontier represents that the current balance owing on the Note is approximately \$120,891.23.

F. On October 13, 2010, Frontier moved the Bankruptcy Court for relief from the automatic stay on the basis that the Debtors had no equity in the Property.

G. On October 25, 2010, the Trustee filed an Objection to Frontier's motion on the basis that there may be equity in the Property and requesting time to market the Property.

H. On November 1, 2010, a preliminary hearing on Frontier's motion was held by the Bankruptcy Court and continued without date to be combined with a final evidentiary hearing.

I. Subsequent to the November 1, 2010 preliminary hearing, the Parties entered into negotiations and ultimately agreed to permit the Trustee to attempt to sell the Property pursuant to 11 U.S.C. § 363(b) and (f) (the "**Settlement Agreement**"). The Settlement Agreement was approved by the Bankruptcy Court on January 10, 2011.

J. Thereafter, on or about September 2, 2011, the Court approved an amendment to the Settlement Agreement, pursuant to which the Trustee would continue to attempt to market and sell the Property until December 31, 2011, at which point the Trustee would agree to Frontier's commencement of a non-judicial foreclosure.

K. The Trustee was unable to sell the Property by December 31, 2011 as required by the amendment to the Settlement Agreement.

L. To avoid the costs and delay of commencing a non-judicial foreclosure, Frontier desires to purchase the Property from the Trustee free and clear of all liens and encumbrances pursuant to 11 U.S.C. § 363, subject to the terms and conditions set forth below.

M. Frontier consents to the sale of the Property by the Trustee free and clear of all liens and interests and further agrees that applicable nonbankruptcy law permits the sale of the Property to Frontier free and clear of all liens and interests.

N. The Trustee desires to sell the Property to Frontier free and clear of all liens and interests pursuant to 11 U.S.C. § 363, subject to the terms and conditions set forth below.

TERMS OF AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby adopted into the terms of this Agreement.
2. **Sale by the Trustee.** The Trustee agrees to sell, convey and transfer to Frontier all right, title and interest that the Trustee and the bankruptcy estate have in the Property subject to the terms and conditions of this Agreement.
3. **Purchase by Frontier.** Frontier agrees to purchase from the Trustee all right, title and interest that the Trustee and bankruptcy estate have in the Property subject to the terms and conditions of this Agreement.

4. **Purchase Price.** The purchase price to be paid to the Trustee at Closing by Frontier for the Property shall be \$120,891.23 (the "**Purchase Price**"). The Purchase Price shall be paid as a credit bid against Frontier's allowed claim secured by the Property pursuant to 11 U.S.C. § 363(k).

5. **The Trustee's Carve-Out Pursuant to 11 U.S.C. § 506(c).** The Parties agree as follows concerning a carve-out payment for the Trustee:

(a) Pursuant to 11 U.S.C. § 506(c) and pursuant to this Agreement, the Trustee shall be paid at Closing the sum of \$4,000.00. The foregoing sum represents the amount Frontier agrees to pay to the Trustee pursuant to 11 U.S.C. § 506(c) (the "**Trustee Carve-Out**");

(b) Frontier hereby subordinates its trust deed lien and other claims it may have to the Property and the proceeds from the sale of the Property to the extent of the Trustee Carve-Out, and waives and releases any and all claims to the Trustee Carve-Out;

(c) The Trustee Carve-Out amount shall be free and clear of all liens, claims, encumbrances or interests;

(d) Notwithstanding any other provision in this Agreement to the contrary, any and all costs relating to the sale of the Property, including any closing costs, costs for title insurance or outstanding taxes shall not be charged against the Trustee Carve-Out; and

(e) By granting the Trustee's Carve-Out Frontier does not waive or subordinate its senior trust deed lien to any other creditor or person.

6. **Closing.** The closing of the sale of the Property (the "**Closing**") shall take place at the office of Trustee's legal counsel, Fabian & Clendenin, A Professional Corporation, 215 South State Street, Suite 1200, Salt Lake City, Utah 84111, or at such other place that is agreed to by the parties, within fifteen (15) business days (excluding intervening weekends and holidays) after the Bankruptcy Court approval of this Agreement. All of the terms, warranties, representations and conditions of this Agreement shall survive the Closing.

7. **Bankruptcy Court Approval.**

(a) Within five (5) business days of the execution of this Agreement, the Trustee shall file with the Bankruptcy Court a motion seeking court approval for sale of the Property to Frontier pursuant to the terms of this Agreement and shall pursue the approval of such motion in good faith and in a timely matter; and

(b) The sale of the Property by the Trustee shall be subject to higher and better offers which the Trustee may receive and solicit prior to or at the hearing of the aforesaid motion for Bankruptcy Court approval.

8. **Transfer of Property.** At the Closing, and upon receipt of the Trustee Carve-Out, the Trustee will transfer the Property to Frontier free and clear of any and all liens, encumbrances or interests, pursuant to section 363(f) of the United States Bankruptcy Code. The Trustee will convey the Property to Frontier by a Trustee's Deed in the form set forth in "Exhibit A", which is restated and incorporated herein by reference.

9. **Approved Exceptions.** The conveyance of the Property shall be subject to the following exceptions (collectively the "Approved Exceptions"):

(a) Any coal, clay, oil, gas and other mineral rights and water rights either reserved to the Trustee's predecessors-in-interest or outstanding in third parties, and rights of ingress and egress for the purpose of exploring, mining and/or removing the same provided that they are of record with the Salt Lake County Recorder's Office;

(b) Any right-of-ways, easements, agreements or restrictive covenants burdening the Property which are of record with the Salt Lake County Recorder's Office;

(c) Any liens for real property taxes;

(d) Any matters caused by the actions or omissions to act of Frontier or Frontier's affiliates, including liens, if any, that might re-attach to the Property if Frontier or its affiliates were a previous owner of the Property;

(e) Any portion of the Property as to which fee title is held by other parties for canals or public highways which interests are a matter of public record with the Salt Lake County Recorder's Office;

(f) Any licenses, right-of-ways or easements (whether created by implication, by necessity or otherwise) that are not identified in records of the Salt Lake County Recorder but which run across and border the Property and which provide access for water, electricity or other utilities; and

(g) Any other matters that are reasonably acceptable to Frontier.

10. **Title Policy.** The purchase and sale the Property shall not be conditioned upon the issuance of a title policy to Frontier. Frontier may, if it so chooses, purchase a title policy on the Property but Frontier shall be solely responsible to pay for any premium or cost associated with the purchase of such policy and for any endorsements, indemnities, surveys and other matters required for the purchase of such policy.

11. **Conditions to Closing.** The purchase and sale of the Property contemplated by this Agreement shall be closed and consummated only when the following conditions have been fully satisfied, to wit:

(a) An executed Deed for the Property in the form attached as Exhibit A, which is restated and incorporated herein, has been delivered to Frontier;

(b) An order by the Bankruptcy Court approving this Agreement and authorizing the sale of the Property free and clear of liens to Frontier has been entered; and

(c) The Trustee has received full payment of the Trustee Carve-Out.

12. **Covenant of Cooperation.** The Parties agree to act in good faith and cooperate with one another in completing the purchase and sale contemplated by this Agreement and in executing any additional documents required to complete the sale and purchase transaction.

13. **Consent to Sale and Applicable Nonbankruptcy Law.**

(a) Frontier, as the senior lienholder on the Property, hereby consents to the sale of the Property by the Trustee pursuant to 11 U.S.C. § 363(b) and (f) free and clear of all liens and interests;

(b) Frontier does not approve of the sale of the Property to any other purchaser to be made free and clear of Frontier's lien without the written consent of Frontier prior to Closing unless the proceeds from such sale are sufficient to pay the full amount of Frontier's senior lien and the Trustee's Carve-Out; and

(c) Frontier, as the senior lienholder on the Property, hereby agrees that applicable nonbankruptcy law permits the sale of the Property to Frontier free and clear of all liens and interests.

14. **Waiver / Release of Claims.** Upon the successful Closing of the sale of the Property and payment to the Trustee as contemplated by this Agreement, Frontier expressly waives and releases any and all claims in the Bankruptcy Case including any claims or causes of action against the Trustee or professionals employed by the Trustee.

15. **Physical Condition of Property.** The Property shall be sold "AS IS, WHERE IS," unrepaid, WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO any matter, including, but not limited to, the following matters related to the Property:

- (a) The physical condition, including the presence or absence of buildings, improvements or utility structures, if any;
- (b) The environmental conditions, including the existence or absence of any hazardous materials, underground storage tanks and materials stored in underground storage tanks, if any;
- (c) The value of the Property;
- (d) The exact boundary lines or acreages;
- (e) The overlaps of legal descriptions with adjoining properties, if any;
- (f) The locations of roads, canals or fences, if any;
- (g) The existence or lack thereof of any water rights, including the application of water to a beneficial use for any period of time required to maintain such water right, or the quantity and quality of water;
- (h) The existence or lack thereof of any utility lines;
- (i) The existence or lack thereof of access to and from public roads and highways;
- (j) The development restrictions, if any;
- (k) The applicability of, and the compliance of the Property with zoning, building, health, flood plain and other governmental requirements; and
- (l) The **SUITABILITY, MERCHANTABILITY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE.**

16. **Inspection Indemnity.** Frontier agrees to indemnify and save the Trustee harmless from and against any and all damages, claims, causes of action and liabilities of any kind and nature incurred by or asserted against the Trustee as a result of acts or omissions by Frontier, or Frontier's agents, employees or others retained by Frontier with respect to any inspection or examination by Frontier of the Property.

17. **Liability and Indemnity.** Frontier hereby agrees to protect, defend, indemnify and hold harmless the Trustee and the Trustee's employees, representatives, agents, successors and assigns, from and against any liabilities and claims of any kind or character whatsoever resulting from, relating to, arising out of, or incurred in connection with the Property arising after ownership of the Property has been conveyed to Frontier. Frontier also agrees that the Trustee shall not be liable to Frontier for liabilities and/or obligations for reclamation,

cleanup, abatement or remedial requirements, and any fines or penalties and/or related costs for any violations of, or actions needed to achieve compliance with laws and regulations governing the Property, including without limitation, the federal Comprehensive Environmental Response, Compensation and Liability Act and The Resource Conservation and Recovery Act and other similar state laws.

18. **No Commissions or Brokerage Fees.** The Parties represent and agree that no finder's fee, real estate commission or broker's fee or commission is owing in connection with this Agreement or the sale transaction.

19. **Disclaimer of Representations and Warranties.**

(a) Frontier acknowledges that the Trustee has made no representations, disclosures, or warranties, express or implied, with respect to the Property. Frontier further acknowledges that the seller of the Property is a bankruptcy estate, has never occupied the Property, has no knowledge or experience regarding the condition of the Property, and therefore makes no representation or warranty whatsoever regarding the Property;

(b) The Trustee disclaims any and all other representations and warranties with respect to the Property, specifically the Trustee disclaims any responsibility for statements, representations or warranties that may have been made to Frontier by any third parties;

(c) The Trustee disclaims all liability for any errors or omissions in any title commitment, title policy, and any other statement and material relating to the sale of the Property and factual statements made in this Agreement (collectively the "Materials"), and although the Trustee has obtained information from sources that the Trustee deems reliable, the Trustee makes no warranties or representations as to the accuracy of those Materials; and

(d) The terms of this Agreement shall supersede any inconsistent covenant made in any of the Materials.

20. **Possession.** Upon Closing, the Trustee shall deliver physical possession of the Property to Frontier.

21. **Assignment.** Frontier shall not assign its rights under this Agreement without the prior written consent of the Trustee which consent shall not be unreasonably withheld.

22. **Payment of Costs and Expenses.** If a party takes an action to enforce or interpret any provision of this Agreement, whether the action results from the other party's default or otherwise, the non-prevailing party shall pay all costs and expenses incurred by the

prevailing party, including reasonable attorneys' fees, which may arise or accrue from the enforcement or interpretation of this Agreement, or in pursuing any remedy provided hereunder or by relevant statutes or other laws, whether such costs and expenses are incurred with or without suit, before or after judgment, in any appeal, or in any proceedings under any present or future federal bankruptcy act or state receivership act, or in connection with any mediation, arbitration or other alternative dispute resolution proceeding initiated by the parties.

23. **Jurisdiction.** The United States Bankruptcy Court for the District of Utah shall have exclusive jurisdiction over any disputes arising out of this Agreement. The Parties agree to submit themselves to the personal jurisdiction of the Bankruptcy Court as to any matter involving the enforcement of this Agreement. Venue for any such proceeding shall be in the United States Bankruptcy Court for the District of Utah, Central Division.

24. **Time is of the Essence.** Time is of the essence with respect to all aspects of this Agreement.

25. **Notices.** Any and all notices, demands or other communications required or desired to be given under this Agreement by any party shall be in writing and shall be validly given or made to another party if served either personally (at each of the addresses set forth below) or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication is served personally, service shall be deemed conclusively made at the time of such personal service. If such notice, demand or other communication is given by mail, such shall be deemed conclusively given two (2) business days after the deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given, as hereinafter set forth:

To the Trustee: Gary E. Jubber, Esq.
Fabian & Clendenin
215 South State Street, Twelfth Floor
Salt Lake City, Utah 84111
Counsel for GARY E. JUBBER, Trustee for
John Mark and Mary Mark Bankruptcy Estate
With copy to David R. Hague

To Frontier: Cindi Sutt, Senior Vice President
40101 Monterey Ave., Bldg H
Rancho Mirage, CA 92270

With copy to: Matt Hutchinson
Hutchinson Law, P.C.
2700 Homestead Road, Suite 1600
Park City, Utah 84098

Any party hereto may change his or its address for the purpose of receiving notice, demand and other communication as herein provided by giving written notice to the other Parties.

26. **Modification or Amendments.** No amendment, change or modification of this Agreement shall be valid or enforceable unless such change is made in writing and signed by the Parties, except that the Parties may agree to extend the Closing through electronic emails consenting to such extension.

27. **Successors and Assigns.** All of the terms, conditions and provisions contained in this Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, if any such assigns are approved by the Trustee.

28. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof.

29. **Waiver.** The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a waiver or a continuing waiver of any subsequent breach whether of the same term or different term. Unless otherwise provided for in this Agreement, no waiver of any covenant, term or condition of this Agreement shall enforceable unless such waiver is made in writing and signed by the waiving party.

30. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah unless preempted by federal bankruptcy law.

31. **Exhibits.** The exhibits that are referred to in this Agreement and attached hereto are an integral part of this Agreement and are incorporated herein by their reference.

32. **Further Assurances.** The Parties hereto shall undertake to execute and deliver such additional documents and instruments that might be reasonably necessary in order to carry out the intent of this Agreement.

33. **Counterparts.** This Agreement may be executed in counterparts which when placed together shall constitute an original agreement.

34. **Authority.** Each individual executing this Agreement does hereby represent and warrant to the Parties that the person has been duly authorized to execute this Agreement in the capacity and for the entity for which such person has signed.

35. **Merger and Integration.** This Agreement contains the entire agreement between the Parties hereto pertaining to the purchase and sale of the Property and supersedes all prior agreements, correspondence, memoranda, representations and understanding of the Parties relating thereto. There are no representations, warranties, covenants or agreements made between the Parties relating to the sale and purchase transaction contemplated by this Agreement

except those specifically set forth in this Agreement or the attached Exhibits. No representations have been made to induce the Parties to enter into this Agreement except as are set forth herein.

36. **Abrogation.** No abrogation of any terms of this Agreement shall occur by the execution and recording of the Trustee's Deed set forth in Exhibits A and all of the terms, covenants, indemnities, warranties and representations of this Agreement shall survive Closing.

37. **No Joint Venture or Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between the Trustee and Frontier in their respective businesses or otherwise, nor cause them to be considered joint venturers or members of any joint enterprise.

38. **No Third Party Beneficiary Rights.** This Agreement is not intended, nor shall it be construed, to create any third party beneficiary rights in any person.

39. **Interpretation.** The captions that precede the paragraphs of this Agreement are for convenience of reference only. If there is a conflict between the caption and the paragraph following the caption, the provisions of the paragraph itself shall control. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof and any gender shall include the other genders.

FRONTIER BANK, FSB



Cindi Sutt, Senior Vice President

Dated this 7th day of February 2012.

GARY E. JUBBER, Chapter 7 Trustee
of the Bankruptcy Estate of John Mark and Mary
Mark

By: _____
Gary E. Jubber, solely in his capacity as Trustee of
the bankruptcy estate of John Mark and Mary Mark

Dated this ___ day of February 2012.