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Book - 10020 Pg - 8816-8819
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 4 P.

NCS-436279 MOD

Tax Serial Number:
30-06-428-034

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 May 23, 2012, is made and executed between Francis D. Perkins, III, A Married Man, whose address is 6281 South Cobblers Lane, Salt Lake City, UT 84121 ("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 April 20, 2010 (the "Deed of Trust") which has been recorded in Salt Lake County, State of Utah, as follows:

Recorded April 21, 2010 as Entry Number 10937555 in Book 9819 at Page 5154 of Official Records.

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

Lot 5, SUGAR PLUM 459, a subdivision of Lots 4, 5, and 9, SUGARPLUM P.U.D.

BK 10020 PG 8816

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

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(AMENDED),

according to the Official Plat thereof, on file and of record in the Office of the Salt Lake County Recorder.

Excepting all minerals in or under said land including, but not limited to metals, oil, gas, coal, stone and mineral rights, mining rights, and easement rights or other matters relating thereto whether express or implied.

The Real Property or its address is commonly known as 9069 South Blackjack Road, Alta, UT 84092. The Real Property tax identification number is 30-06-428-034.

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

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 MAY 23, 2012.

MODIFICATION OF DEED OF TRUST
(Continued)

TRUSTOR:

X Francis D. Perkins, III
Francis D. Perkins, III

LENDER:

HOME SAVINGS BANK

X Ballard
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ut)
) SS
COUNTY OF Salt Lake)

On this day before me, the undersigned Notary Public, personally appeared Francis D. Perkins, III, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

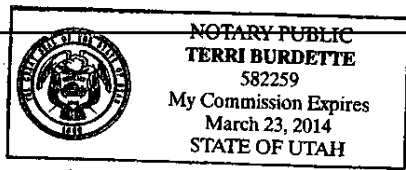
Given under my hand and official seal this 29 day of May, 2012.

By TERRI BURDETTE

Residing at Salt Lake County

Notary Public in and for the State of Ut

My commission expires 3-23-2014



MODIFICATION OF DEED OF TRUST
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Utah)
)
) SS
COUNTY OF Salt Lake)

On this 25 day of May, 20 12, 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 Anna Lecher Residing at Draper, Ut 84020

Notary Public in and for the State of Utah My commission expires 4-10-2015

