recetary of Howaing & Ulban Development Executive Tower Com Denver Colorado 80202

3595823

MODIFICATION AGREEMENT

THIS AGREEMENT made as of August 13, 1981, by and between UTAH NON-PROFIT HOUSING CORPORATION, a Utah Corporation and the United States of America acting by and through the Secretary of Housing and Urban Development (hereinafter United States),

WITNESSETH THAT:

WHEREAS on May 12, 1980, UTAH NON-PROFIT HOUSING CORP-ORATION, executed its Mortgage Note in the principal sum of \$2,050,400.00 in favor of the United States, which said Mortgage Note is secured by a Mortgage dated May 9, 1980, Th and executed by UTAH NON-PROFIT HOUSING CORPORATION, in favor of the United States of America acting by and through the Secretary of Housing and Urban Development at the office of the Department of Housing and Urban Development, Washington, D.C., which said Mortgage was recorded in the Office of the Salt Lake County Recorder, May 12, 1980, in Book 5099 at Page 1432; and

WHEREAS the parties hereto mutually desire to reduce the principal amount of the loan from \$2,050,400.00 to \$1,984,700.00.

NOW THEREFORE, for Ten Dollars (\$10.00), cash in hand paid, receipt of which is acknowledged by the parties hereto and for other good and valuable considerations, the parties agree as follows:

The principal amount of the loan evidenced by the aforesaid Mortgage Note is reduced by \$65,700.00 making a new principal amount of \$1,984,700.00. This is a reduction in principal and is not to be

This is a reduction in principal and is not to be considered a voluntary prepayment under the terms of the Mortgage Note.

Nothing contained herein shall in anywise change, annul, vary, or modify the said Mortgage or Mortgage Note, except as modified or modify the said Mortgage or Mortgage Note, except as modified or modify the said Mortgage or Mortgage Note, except as modified or modify the said Mortgage or Mortgage Note, except as modified or modify the said Mortgage or Mortgage Note, except as modified or modify the said Mortgage or Mortgage Note, except as modified or modify the said Mortgage Note, except as modified or modify the said Mortgage Note, except as modified or modify the said Mortgage Note, except as modified or modify the said Mortgage Note, except as modified or modify the said Mortgage Note, except as modified or modify the said Mortgage Note, except as modified or modify the said Mortgage Note, except as modified or modify the said Mortgage Note, except as modified or modify the said Mortgage Note, except as modified or modified or modified or modify the said Mortgage Note, except as modified or m The mortgage covers the legal description at the attached Exhibit A.

IN WITNESS WHEREOF, the parties hereto have executed this Modification Agreement all as of the date first above written.

UTAH NON-PROFIT HOUSING CORPORATION, ATTEST Secretary United States of America acting by and through the Secretary of Housing and Urban Development Midael Quanan STATE OF Utah COUNTY OF Salt Lake) On the <u>13th</u> day of <u>August</u>, A.D. 19<u>81</u> personally appeared before me JERALD H. MERRILL and ROBERT LEWIS who being by me duly sworn did say, each for himself, that he, the said JERALD H. MERRILL is the president, and he, the said ROBERT LEWIS is the secretary of UTAH NON-PROFIT HOUSING CORPORATION, a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and the JERALD H. MERRILL and ROBERT LEWIS each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation. Residing at: Salt La My Commission Expires: 12/27/8)

STATE OF Colored)
COUNTY OF Please ; ss

On this 14th day of Atequat, 1981, before me appeared A. Michael Jusenan to me personally known and known to me to be the duly appointed Authorized Agent and the person who, executed the aforesaid instrument bearing the date of Mayust 13, 1981, by virtue of the authority vested in him by 24 C.F.R. 200.109 and acknowledged that he executed the aforesaid instrument for and on behalf of the Federal Housing Commissioner, for the purpose therein expressed.

Notary Public
Residing at: Denner, Co

My Commission Expires:

9-2-81

"A" TIBIHKA

LEGAL DESCRIPTION OF PROPERTY

DOMINGUEZ PARK I

Salt Lake City, Utah

Salt Lake County

Section 202

Beginning at a point in the center of an irrigation ditch and on the West right-of-way line of sixth West Street (700 West), said point being South 89° 55' West 206.07 feet and North 00°02'30" West 804.07 feet and North 86° 50'30" West 33.05 feet from the Southeast corner of Section 35. TIS. RIW. Salt Lake Base and Meridian and running thence North 86°50'30" West 416.55 feet along the center of said irrigation ditch, thence North 00°02'30" West 338. 687 feet; thence North 89°5/'30" East 415.90 feet; thence 50°02'30" Last 361.94 feet to the point of beginning. Contains: 3.345 Acres or 145.695 sq. ft.

800K5282 BAGE 518