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8/19/2010 3:52:00 PM \$15.00  
Book - 9850 Pg - 7142-7144  
Gary W. Ott  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 3 P.

When Recorded Mail to:

Alvin S. Anderson  
2494 E. 4340 S.  
Holladay, UT 84124

**ASSUMPTION OF LIABILITY AGREEMENT**

*45386-AP*

This agreement effective the 18 day of August, 2010, entered into by Mikado Duong, hereinafter referred to as "purchaser" with Alvin S. Anderson and Donna Y. Anderson, trustees of the Alvin S. and Donna Y. Anderson Family Trust dated the 30<sup>th</sup> of January, 1998 hereinafter referred to as "lender".

Whereas lender is the owner of that certain note executed by Ken Chung, hereinafter referred to as "borrower" dated December 14, 2005 in the amount of \$138,000 payable to Alvin S. Anderson and Donna Y. Anderson, trustees of the Alvin S. and Donna Y. Anderson Family Trust dated the 30<sup>th</sup> of January, 1998, and the deed of trust securing said note of even date therewith, which mortgage was filed for record in the office of the recorder of Salt Lake County, State of Utah on December 15, 2005 as Entry 9584024 in Book 9230 at Page 9238 of the official records.

Property securing said note is located in Salt Lake County, State of Utah, and more particularly described as:

See Exhibit A attached hereto

Parcel Number 15-24-233-004

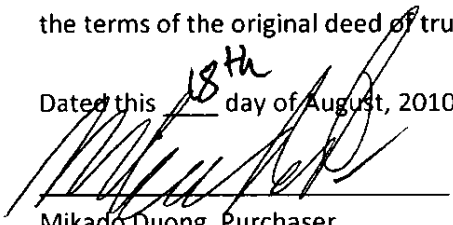
Whereas, the premises described in the deed of trust securing said note have been sold and conveyed to said purchaser.

Therefore, in consideration of these premises, the sale of said trust deed property and other good and valuable consideration, purchaser hereby jointly and severally personally assumes and agrees to pay the indebtedness evidenced by the above described note and all indebtedness due or to become due thereunder and under the terms of the said deed of trust and note as therein provided.

Purchaser agrees that any release of prior borrower and obligor shall not in any manner affect or impair the indebtedness evidenced by the above described note, the lien of the above describe deed of trust or the covenants, agreements and obligations set forth in said deed of trust and note, or affect, alter or diminish the remedies at law or in equity for recovery on said security, whether as collateral or otherwise.

Purchaser further agrees that notwithstanding any release of prior borrowers and obligors, purchaser and each of the borrowers, shall be liable to pay the indebtedness evidenced by the aforesaid note and shall keep and perform all of the covenants and agreements contained in the aforesaid deed of trust. Purchaser acknowledges that future assumptions of this mortgage may be restricted in accordance to the terms of the original deed of trust and note.

Dated this 18<sup>th</sup> day of August, 2010



Mikado Duong, Purchaser

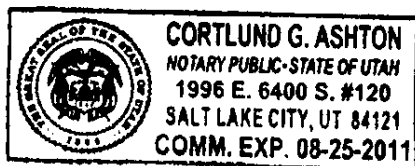
STATE OF Utah

COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 18 day of August, 2010 by Mikado Duong.





Notary Public



**ACCEPTANCE OF LENDER**

Alvin S. and Donna Y. Anderson Family Trust dated the 30<sup>th</sup> of January, 1998

   
Alvin S. Anderson, trustee *Trustee* Donna Y. Anderson, trustee *Trustee*

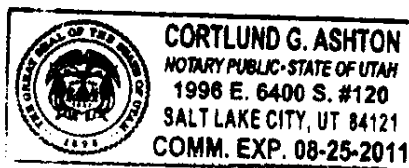
STATE OF Utah

COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 19 day of August, 2010 by Alvin S. Anderson and Donna Y. Anderson, trustees of the Alvin S. and Donna Y. Anderson Family Trust dated the 30<sup>th</sup> of January, 1998



Notary Public



**EXHIBIT A**  
**PROPERTY DESCRIPTION**

Lots 22 and 23, Block 5, SOUTH BOULEVARD, according to the official plat thereof, recorded in the office of the County Recorder of Salt Lake County, Utah.

EXCEPTING THEREFROM the North approximately 8.5 feet conveyed to the State Road Commission of Utah by Deed in Book 324, Page 516.

Tax Id No. 15-24-233-004