

Promissory Note being secured by the liens therein or herein created or mentioned against the property described therein, including the real property and improvements described in Exhibit "A" attached hereto (the "Property");

WHEREAS, **Lance S. Rawlings**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged desires to become a Maker of and assume the obligations under the Promissory Note, together with all obligations pursuant to the instruments securing the Promissory Note, including, but not limited to any and all security agreements and agrees to execute all necessary documents to secure its obligations pursuant to the Promissory Note, in addition to and not instead of **Rawlings Chiropractic, P.C.**, who shall remain fully liable for the obligations pursuant thereto;

NOW, THEREFORE, in consideration of these premises, including the modification of the Promissory Note so as to allow the assumption of the Promissory Note as set forth herein, **Lance S. Rawlings** (hereinafter also referred to as "Maker") hereby assumes all obligations pursuant to the Promissory Note, together with all obligations pursuant to the instruments securing the Promissory Note and promises to pay according to and as provided in the Promissory Note all sums due and owing pursuant to the Promissory Note to Payee, in addition to and not instead of **Rawlings Chiropractic, P.C.**, who will remain fully liable for the obligations pursuant thereto;

Maker hereby agrees that except as to the addition of **Lance S. Rawlings** as a Maker pursuant to his assumption of all obligations pursuant to the Promissory Note, together with all obligations pursuant to the instruments securing the Promissory Note, which it hereby ratifies, the terms hereof shall in no manner affect or impair the Promissory Note or the Liens securing the same and that the Liens shall not in any manner be waived, the purpose of this instrument being simply to allow for an assumption and thereby modify the Promissory Note and to carry forward or extend the Liens, which are acknowledged by Maker to be valid and subsisting, and the Maker further agrees that all terms and provisions of the Promissory Note and of the instrument or instruments creating or fixing the Liens securing the same are hereby ratified and shall be and remain in full force and effect as therein written except as otherwise expressly provided herein.

None of the rights, titles, liens, interests, securities or equities existing or to exist under any note, deed of trust and/or security agreement, in law or in equity are or shall be in anyway released, diminished, impaired or affected hereby. Any and all Liens are recognized to be still in full force and effect insofar as to cover all of the properties described therein and all rights and liens existing and to exist under any note, deed of trust and/or security agreement and any other document securing the note or creating a lien, as modified hereby, are renewed, extended, carried forward and conveyed by Maker to secure any and all indebtedness of Maker to Payee.

Maker expressly covenants, represents and warrants that Maker is the owner and holder of good and valid title to all of the Property, free and clear of all liens and encumbrances other than those existing unto and in favor of Payee; that all costs, expenses, and taxes due and owing to date against or with respect to any and all of the Property have been paid to date and that Maker has the

absolute, unrestricted right and authority to mortgage, assign and convey all of the Property and any proceeds resulting therefrom to Payee.

Lance S. Rawlings hereby assumes any and all obligations pursuant to the Promissory Note, together with all obligations pursuant to the instruments securing the Promissory Note, which it hereby ratifies, including, but not limited to, any and all deeds of trust and security agreements, in addition to and not instead of the original makers and guarantors of the debt, who will remain fully liable for the obligations pursuant thereto and agrees to execute all necessary security documents to secure its obligations pursuant to the Promissory Note.

The Maker understands and agrees that (i) Payee's document retention policy may involve the imaging of executed loan documents, which includes but is not limited to any note, guaranty, deed of trust, security agreement, assignment, financing statement and any other document which evidences any indebtedness owed by Maker to Payee and/or secures such indebtedness and/or relates to the indebtedness and/or the collateral securing such indebtedness and the destruction of the paper original, including the original note and (ii) the Maker waives, any rights and/or defenses that it may have to the use of such imaged copies of loan documents in the enforcement of any of Payee's rights in a court of law or otherwise and/or as to any claim that such imaged copies of the loan documents are not originals.

THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Maker from time to time, at the request of Payee, will, (i) promptly correct any defect, error or omission which may be discovered in the contents of any document relating to this transaction, ("Loan Documents") or in the execution or acknowledgment thereof; (ii) execute, acknowledge, deliver and record and/or file such further documents or instruments (including, without limitation, further mortgages, security agreements, financing statements, continuation statements, assignments of rents or leases and environmental indemnity agreements) and perform such further acts and provide such further assurances as may be necessary, desirable or proper, in Payee's opinion, to carry out more effectively the purposes of any Loan Documents and such other instruments subject to the liens and security interests hereof and thereof any property intended by the terms hereof or thereof to be covered hereby or thereby, including specifically, but without limitation, any renewals, additions, substitutions, replacements, or appurtenances to the Property; provided that such documents or instruments do not materially increase Maker's liability under the Loan Documents; and (iii) execute, acknowledge, deliver, procure, and file and/or record any document or instrument (including specifically, but without limitation, any financing statement) deemed advisable by Payee to protect the liens and the security interests herein granted against the rights or interests of third persons; provided that such documents or instruments do not materially increase Maker's liability under the Loan Documents. Maker will pay reasonable costs connected with any of the foregoing.

THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ASSUMPTION AGREEMENT, THE NOTE OR THE LIENS SECURING THE NOTE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OR EITHER PARTY. MAKERS' ACKNOWLEDGE THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO THE PAYEE IN EXTENDING CREDIT TO THE MAKERS', THAT THE PAYEE WOULD NOT HAVE EXTENDED SUCH CREDIT WITHOUT THIS JURY TRIAL WAIVER AND THAT MAKERS' HAVE BEEN REPRESENTED BY AN ATTORNEY OR HAVE HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTAND THE LEGAL EFFECT OF THIS WAIVER.

Maker agrees that the unpaid principal balance on the Promissory Note, as hereby assumed, is \$190,236.65 as of the 20 day of JANUARY, 2009.

EXECUTED and effective this the 20 day of JANUARY, 2009.

Rawlings Chiropractic, P.C.

By: Lance S. Rawlings, President
Lance S. Rawlings, President

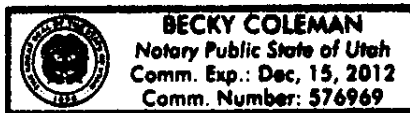
STATE OF Utah)
) SS
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me on 1-20, 2009 by Lance S. Rawlings, President of Rawlings Chiropractic, P.C.

Becky Coleman
(signature of notary public)

Residing at: Sandy, UT

My Commission Expires: 12-15-12



Lance Rawlings

Lance S. Rawlings

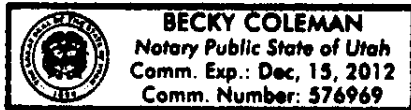
STATE OF Utah)
) SS
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me on Jan. 20, 2009 by **Lance S. Rawlings**.

Becky Coleman
(signature of notary public)

Residing at: SLC, Sandy, Ut.

My Commission Expires: 12-15-12



Sterling Bank

By: *Stephen C. Rife*
Name: Stephen C. Rife
Senior Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 18th day of FEBRUARY, 2009 by STEPHEN C RIFE, a Senior Vice President of Sterling Bank.

Julie Griffin
Notary Public, in and for the State of Texas

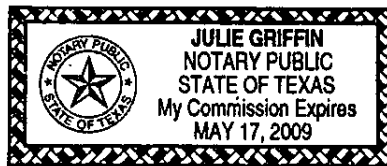


EXHIBIT "A"

Units 511-H, 511-I, 511-J, 511-K, 511-L, 511-M, 511-N, 511-O, 511-P, 511-Q, 511-R, 511-S, 511-T, 511-U, 511-V, 512-H, 512-I, 512-J, 512-K, 512-L, 512-M, 512-N, 512-O, 512-P, 512-Q, 512-R, 512-S, 512-T, 512-U, 512-V, 513-H, 513-I, 513-J, 513-K, 513-L, 513-M, 513-N, 513-O, 513-P, 513-Q, 513-R, 513-S, 513-T, 513-U, 513-V, 514-H, 514-I, 514-J, 514-K, 514-L, 514-M, 514-N, 514-O, 514-P, 514-Q, 514-R, 514-S, 514-T, 514-U, 514-V, 515-H, 515-I, 515-J, 515-K, 515-L, 515-M, 515-N, 515-O, 515-P, 515-Q, 515-R, 515-S, 515-T, 515-U, 515-V, 516-H, 516-I, 516-J, 516-K, 516-L, 516-M, 516-N, 516-O, 516-P, 516-Q, 516-R, 516-S, 516-T, 516-U, 516-V, contained within ASPEN PLAZA COMMERCIAL CONDOMINIUMS, as the same is identified in the Record of Survey Map recorded in Salt Lake County, Utah, as Entry No. 10059465 (as said Map may have heretofore been amended or supplemented) and in the Declaration of Condominium, for Aspen Plaza Commercial Condominiums recorded in Salt Lake County, Utah as Entry No. 10059466, in Book 9054, at Page 9121 (as said Declaration may have heretofore been amended or supplemented), of the Official Records.

Together with: (a) the undivided interest in said Condominium Project's Common Areas and Facilities which is appurtenant to said Unit; (b) the exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said Unit; and (c) the non-exclusive right to use and enjoy the Common Areas and Facilities included in said Condominium Project (as said Project may hereafter be expanded) in accordance with the aforesaid Declaration and Survey Map (as said Declaration and Map may hereafter be amended or supplemented) and the Utah Condominium Act.

Parcel No. 28-05385-181