

First Security Bank
405 South Main Street
P. O. Box 720
Salt Lake City, Utah 84110
Attention: Lynn Bradford.

5400
REF: Lynn Bradford
SECURITY TITLE CO.

DEC 31 2 32 PM '82
KATIE LARSON
RECORDED
SALT LAKE COUNTY
UTAH

3744759

AMENDMENT TO INDENTURE OF MORTGAGE
AND NOTICE OF ADDITIONAL ADVANCE

THIS AMENDMENT TO INDENTURE OF MORTGAGE, DEED OF TRUST AND SECURITY AGREEMENT with assignment of leases, rents, and accounts, notice of additional advance (hereinafter called the "Amendment") is made and entered into and executed in as many duplicate originals as shall be required for recording purposes as of the 27th day of December, 1982, by and between Scott M. Waldron, Barbara J. Waldron, Dean R. Lindsay, and Joan B. Lindsay (hereinafter collectively called "Borrowers"), as mortgagors, debtors, trustors, and/or assignors, as the case may be determined pursuant to provisions of the original "Indenture of Mortgage" (as that term is defined below), and First Security Bank of Utah, National Association, a national banking corporation of the United States of America (hereinafter called "Lender").

WHEREAS, Lender has previously loaned Borrowers the sum of \$5,200,000 pursuant to a Loan Agreement (the "Loan Agreement") and Promissory Note (the "Note") dated as of August 3, 1982, and

WHEREAS, the obligations of Borrowers pursuant to the Loan Agreement, Note and related documents were secured in part by an "Indenture of Mortgage, Deed of Trust, and Security Agreement" with relating financing statements both dated as of August 3, 1982 (collectively the "Indenture of Mortgage") by which Lender obtained a perfected security interest and/or lien in the "Collateral" and the "Real Property" as those terms are defined in the Indenture of Mortgage, and

WHEREAS, the Indenture of Mortgage (and related financing statement) was recorded as follows:

- A. On the real property described in Schedules II-A and III-A attached hereto, as Entry No. 370223¹ in Book 5402 at Page 2795 et seq., and Entry No. 3702232 in Book 5402 at Page 2903 et seq., both in the official records of the Salt Lake County Recorder;
- B. On the real property described in Schedules II-B and III-B attached hereto, as Entry No. 620866 in Book 911 at Page 466 et seq., and Entry No. 620867 in Book 911 at Page 574 et seq., both in the official records of the Davis County Recorder;
- C. On the real property described in Schedule II-C attached hereto, as Entry Nos. 862233 and 862234, respectively, both in the official records of the Weber County Recorder;

BOOK 5428 PAGE 2733

D. On the real property described in Schedule II-D attached hereto, as Entry Nos. 453534 and 453535, respectively, both in the official records of the Cache County Recorder;

E. On the real property described in Schedule II-E attached hereto, as Entry No. 20069 in Book 1996 at Page 226 et seq., and as Entry No. 20070 in Book 1996 at Page 334 et seq. of the official records of the Utah County Recorder, and

WHEREAS, the Indenture of Mortgage secured "future advances" by Lender to Borrowers, pursuant to section (c) at pages 2 and 3 which described the indebtedness secured and stated:

Payment of all other sums on any and every account, whether or not the same are mature, contingent or direct, with interest thereon, which may hereafter be loaned or advanced ("future advances") to Borrowers or their successor(s) or assigns, or any one of them by the Lender, either separately or jointly, when the same are evidenced by a promissory note or notes or other evidence of indebtedness which recite that they are secured by this Indenture (such obligations shall be established, prima facie, by the books and records of Lender).

WHEREAS, Lender has loaned, advanced and/or extended additional credit to Borrowers in the principal amount of \$403,518, which loan, advance and/or extension of credit to Borrowers is evidenced by an Amendment to Loan Agreement, of even date with this Amendment, and is secured by the Indenture of Mortgage, and all related financing statements, pursuant to the above-quoted "future advances" clause.

NOW THEREFORE:

1. Notice is hereby given that the Indenture of Mortgage, and all related financing statements, secure and are related to the \$403,518 additional advance of even date herewith, in addition to the original \$5,200,000 loan.

2. Borrowers further, and as additional security for the \$403,518 extension of credit of even date herewith, grant to and create in Lender a security interest, as defined by the Utah Uniform Commercial Code, in all "Collateral" as that term is defined in the Indenture of Mortgage, and do assign and grant to Lender all of the estate, right, title and interest of Borrowers in and to the "Schedule II Real Property" and the "Schedule III Real Property", as those terms are defined in the Indenture of Mortgage,

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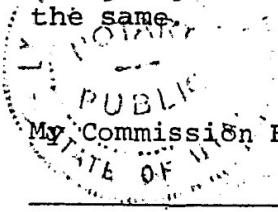
LENDER:

FIRST SECURITY BANK OF UTAH, N.A.

By James E. Bradford.
Title: Vice President

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 28th day of December, 1982, personally appeared before me Scott M. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.

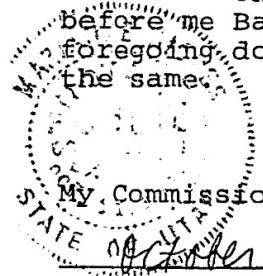


My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 29 day of December, 1982, personally appeared before me Barbara J. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that she executed the same.

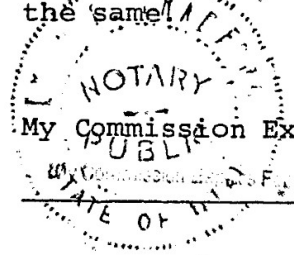


My Commission Expires: October 11, 1986

Marianne Riches
Notary Public
Residing at: Salt Lake County

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 27th day of December, 1982, personally appeared before me Dean R. Lindsay, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.



My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

BOOK 5428 PAGE 2736


provided, however, that notwithstanding the acceptance by Lender of such assignment, for purposes of the imposition or assumption of any obligations of Borrowers as lessees, sublessees or assignees of the Schedule II Real Property and the Schedule III Real Property, as the case may be, such imposition or assumption of obligations shall only be effective after the occurrence of a default (as defined in the Indenture of Mortgage) and the affirmative election by Lender to accept such obligations; provided further, that such affirmative election by Lender need not be exercised at all or may be exercised with respect to any one or more of the Schedule II Real Properties and the Schedule III Real Properties. Borrowers shall have no right to revoke the aforesaid assignment during the time that any obligation or indebtedness secured by the Indenture of Mortgage and this Amendment remains outstanding and Borrowers shall make no other assignment, transfer or other disposition of their estate, right, title or interest in and to the Schedule II Real Property and the Schedule III Real Property, except as permitted by the Indenture of Mortgage.

3. All terms, conditions, agreements, covenants, representations, and warranties set forth in the Indenture of Mortgage remain in full force and effect, and are specifically reaffirmed hereby.

4. This Amendment shall be signed in any number of duplicates and counterparts, each of which shall be deemed an original, and such counterparts and duplicates shall together constitute one and the same instrument.

IN WITNESS WHEREOF, Borrowers have executed this Indenture on the 27th day of December, 1982.

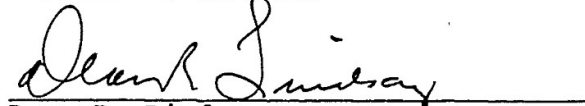
BORROWERS:



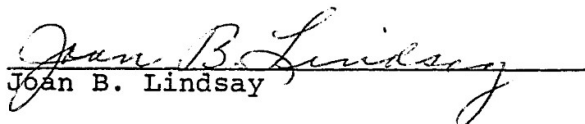
Scott M. Waldron



Barbara J. Waldron



Dean R. Lindsay



Joan B. Lindsay


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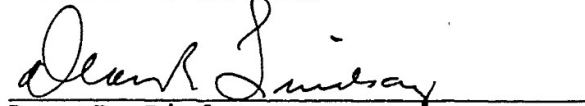
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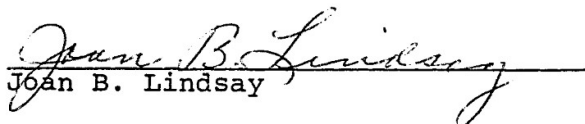
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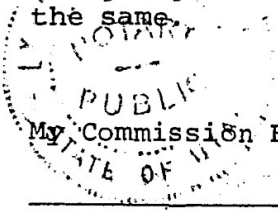
LENDER:

FIRST SECURITY BANK OF UTAH, N.A.

By James E. Bradford.
Title: Vice President

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 28th day of December, 1982, personally appeared before me Scott M. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.

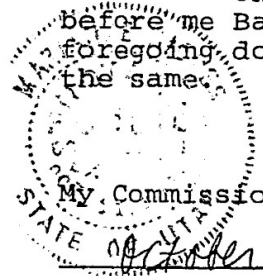


My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 29 day of December, 1982, personally appeared before me Barbara J. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that she executed the same.

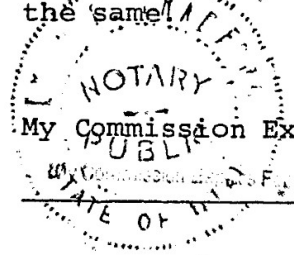


My Commission Expires: October 11, 1986

Marianne Riches
Notary Public
Residing at: Salt Lake County

STATE OF UTAH)
 : ss.
County of Salt Lake)

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My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

BOOK 5428 PAGE 2736


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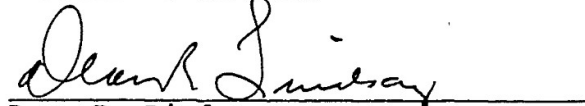
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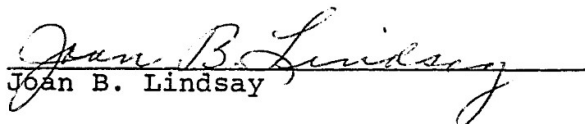
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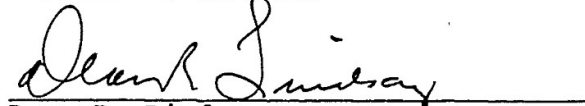
BORROWERS:



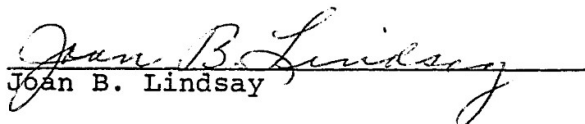
Scott M. Waldron



Barbara J. Waldron



Dean R. Lindsay



Joan B. Lindsay

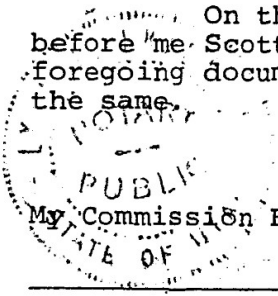
LENDER:

FIRST SECURITY BANK OF UTAH, N.A.

By James E. Bradford.
Title: Vice President

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 28th day of December, 1982, personally appeared before me Scott M. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.

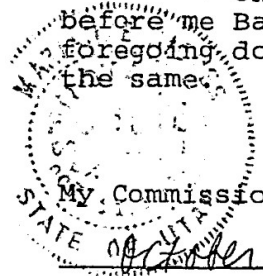


My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 29 day of December, 1982, personally appeared before me Barbara J. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that she executed the same.

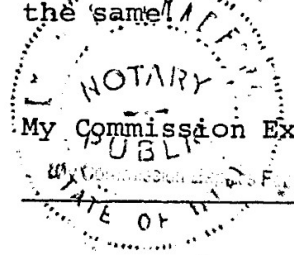


My Commission Expires: October 11, 1986

Marianne Riches
Notary Public
Residing at: Salt Lake County

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 27th day of December, 1982, personally appeared before me Dean R. Lindsay, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.



My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

BOOK 5428 PAGE 2736

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 27th day of December, 1982, personally appeared before me Joan B. Lindsay, known by me to be the signer of the foregoing document, who duly acknowledged to me that she executed the same.

My Commission Expires:

My Commission Expires Feb. 9, 1985

Lynn E Bradford.
Notary Public
Residing at: Salt Lake City, Utah

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 29th day of December, 1982, personally appeared before me Lynn E. Bradford, who being by me duly sworn did say that he is the Vice President of First Security Bank of Utah, N.A., and that said instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and said Lynn E. Bradford acknowledged to me that said corporation executed the same.

My Commission Expires:

April 5, 1986

Newell K Garff
Notary Public
Residing at: Salt Lake City, Utah

BOOK 5428
PAGE 2737

Schedule II-A

(Borrower as Lessee)

LEASE AGREEMENTS ASSIGNED TO LENDER AS COLLATERAL
FOR OBLIGATIONS OF BORROWERS PURSUANT TO INDENTURE
OF MORTGAGE AND LOAN AGREEMENT DATED AUGUST 2, 1982

Leaseholds Situate in Salt Lake County, State of Utah

Lessor: Dee's, Inc.
Location Code: A

Lessee:
Scott M. Waldron

Date of Lease:
August 2, 1982

Legal Description:

Parcel "A": Beginning at a point on the North line of Lot 5, Block 58, Plat "C", Salt Lake City Survey, said point being N 89°58'38" E along said North line 264.132 feet from the N.W. corner of said Lot 5, said point also being N 89°58'38" E along the North Temple monument line 331.338 feet from a Salt Lake City monument in the intersection of said North Temple and 900 West Streets; thence N 89°58'38" E 66.034 feet to the N.W. corner of Lot 6, said Block 58; thence N 89°58'38" E along the North line of said Lot 6, 123.814 feet to the N.W. corner of the property deeded by quit-claim deed #2436079; thence along the West line of said property S 0°02'29" E 136.966 feet, S 58°24'52" W 13.315 feet, S 89°58'38" W 28.105 feet and S 2°52'10" W 21.191 feet; thence S 89°58'50" W 149.238 feet; thence N 0°02'05" W 165.091 feet to the point of beginning, containing 0.70 acre.

Together with the right of use with Lessor and others a right of ingress and egress from 900 West Street to the above property and the right to park with Lessor and others on the following described property identified as Parcel "B". Both the right-of-way to 900 West Street and the parking on the following described property are granted only so long as Lessor has the right and control of such. Lessor makes no warranties as to the amount of time which Lessor shall have control of the same.

BOOK 5428 PAGE 2738

First Security Bank
405 South Main Street
P. O. Box 720
Salt Lake City, Utah 84110
Attention: Lynn Bradford.

5400
REF: Lynn Bradford
SECURITY TITLE CO.

DEC 31 2 32 PM '82
KATIE LARSON
RECORDED
SALT LAKE COUNTY
UTAH

3744759

AMENDMENT TO INDENTURE OF MORTGAGE
AND NOTICE OF ADDITIONAL ADVANCE

THIS AMENDMENT TO INDENTURE OF MORTGAGE, DEED OF TRUST AND SECURITY AGREEMENT with assignment of leases, rents, and accounts, notice of additional advance (hereinafter called the "Amendment") is made and entered into and executed in as many duplicate originals as shall be required for recording purposes as of the 27th day of December, 1982, by and between Scott M. Waldron, Barbara J. Waldron, Dean R. Lindsay, and Joan B. Lindsay (hereinafter collectively called "Borrowers"), as mortgagors, debtors, trustors, and/or assignors, as the case may be determined pursuant to provisions of the original "Indenture of Mortgage" (as that term is defined below), and First Security Bank of Utah, National Association, a national banking corporation of the United States of America (hereinafter called "Lender").

WHEREAS, Lender has previously loaned Borrowers the sum of \$5,200,000 pursuant to a Loan Agreement (the "Loan Agreement") and Promissory Note (the "Note") dated as of August 3, 1982, and

WHEREAS, the obligations of Borrowers pursuant to the Loan Agreement, Note and related documents were secured in part by an "Indenture of Mortgage, Deed of Trust, and Security Agreement" with relating financing statements both dated as of August 3, 1982 (collectively the "Indenture of Mortgage") by which Lender obtained a perfected security interest and/or lien in the "Collateral" and the "Real Property" as those terms are defined in the Indenture of Mortgage, and

WHEREAS, the Indenture of Mortgage (and related financing statement) was recorded as follows:

A. On the real property described in Schedules II-A and III-A attached hereto, as Entry No. 370223¹ in Book 5402 at Page 2795 et seq., and Entry No. 3702232 in Book 5402 at Page 2903 et seq., both in the official records of the Salt Lake County Recorder;

B. On the real property described in Schedules II-B and III-B attached hereto, as Entry No. 620866 in Book 911 at Page 466 et seq., and Entry No. 620867 in Book 911 at Page 574 et seq., both in the official records of the Davis County Recorder;

C. On the real property described in Schedule II-C attached hereto, as Entry Nos. 862233 and 862234, respectively, both in the official records of the Weber County Recorder;

BOOK 5428 PAGE 2733

First Security Bank
405 South Main Street
P. O. Box 720
Salt Lake City, Utah 84110
Attention: Lynn Bradford.

5400
REF: Lynn Bradford
SECURITY TITLE CO.

DEC 31 2 32 PM '82
KALIE LARSON
RECORDED
SALT LAKE COUNTY
UTAH

3744759

AMENDMENT TO INDENTURE OF MORTGAGE
AND NOTICE OF ADDITIONAL ADVANCE

THIS AMENDMENT TO INDENTURE OF MORTGAGE, DEED OF TRUST AND SECURITY AGREEMENT with assignment of leases, rents, and accounts, notice of additional advance (hereinafter called the "Amendment") is made and entered into and executed in as many duplicate originals as shall be required for recording purposes as of the 27th day of December, 1982, by and between Scott M. Waldron, Barbara J. Waldron, Dean R. Lindsay, and Joan B. Lindsay (hereinafter collectively called "Borrowers"), as mortgagors, debtors, trustors, and/or assignors, as the case may be determined pursuant to provisions of the original "Indenture of Mortgage" (as that term is defined below), and First Security Bank of Utah, National Association, a national banking corporation of the United States of America (hereinafter called "Lender").

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WHEREAS, the obligations of Borrowers pursuant to the Loan Agreement, Note and related documents were secured in part by an "Indenture of Mortgage, Deed of Trust, and Security Agreement" with relating financing statements both dated as of August 3, 1982 (collectively the "Indenture of Mortgage") by which Lender obtained a perfected security interest and/or lien in the "Collateral" and the "Real Property" as those terms are defined in the Indenture of Mortgage, and

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- A. On the real property described in Schedules II-A and III-A attached hereto, as Entry No. 370223¹ in Book 5402 at Page 2795 et seq., and Entry No. 3702232 in Book 5402 at Page 2903 et seq., both in the official records of the Salt Lake County Recorder;
- B. On the real property described in Schedules II-B and III-B attached hereto, as Entry No. 620866 in Book 911 at Page 466 et seq., and Entry No. 620867 in Book 911 at Page 574 et seq., both in the official records of the Davis County Recorder;
- C. On the real property described in Schedule II-C attached hereto, as Entry Nos. 862233 and 862234, respectively, both in the official records of the Weber County Recorder;

BOOK 5428 PAGE 2733

D. On the real property described in Schedule II-D attached hereto, as Entry Nos. 453534 and 453535, respectively, both in the official records of the Cache County Recorder;

E. On the real property described in Schedule II-E attached hereto, as Entry No. 20069 in Book 1996 at Page 226 et seq., and as Entry No. 20070 in Book 1996 at Page 334 et seq. of the official records of the Utah County Recorder, and

WHEREAS, the Indenture of Mortgage secured "future advances" by Lender to Borrowers, pursuant to section (c) at pages 2 and 3 which described the indebtedness secured and stated:

Payment of all other sums on any and every account, whether or not the same are mature, contingent or direct, with interest thereon, which may hereafter be loaned or advanced ("future advances") to Borrowers or their successor(s) or assigns, or any one of them by the Lender, either separately or jointly, when the same are evidenced by a promissory note or notes or other evidence of indebtedness which recite that they are secured by this Indenture (such obligations shall be established, prima facie, by the books and records of Lender).

WHEREAS, Lender has loaned, advanced and/or extended additional credit to Borrowers in the principal amount of \$403,518, which loan, advance and/or extension of credit to Borrowers is evidenced by an Amendment to Loan Agreement, of even date with this Amendment, and is secured by the Indenture of Mortgage, and all related financing statements, pursuant to the above-quoted "future advances" clause.

NOW THEREFORE:

1. Notice is hereby given that the Indenture of Mortgage, and all related financing statements, secure and are related to the \$403,518 additional advance of even date herewith, in addition to the original \$5,200,000 loan.

2. Borrowers further, and as additional security for the \$403,518 extension of credit of even date herewith, grant to and create in Lender a security interest, as defined by the Utah Uniform Commercial Code, in all "Collateral" as that term is defined in the Indenture of Mortgage, and do assign and grant to Lender all of the estate, right, title and interest of Borrowers in and to the "Schedule II Real Property" and the "Schedule III Real Property", as those terms are defined in the Indenture of Mortgage,


provided, however, that notwithstanding the acceptance by Lender of such assignment, for purposes of the imposition or assumption of any obligations of Borrowers as lessees, sublessees or assignees of the Schedule II Real Property and the Schedule III Real Property, as the case may be, such imposition or assumption of obligations shall only be effective after the occurrence of a default (as defined in the Indenture of Mortgage) and the affirmative election by Lender to accept such obligations; provided further, that such affirmative election by Lender need not be exercised at all or may be exercised with respect to any one or more of the Schedule II Real Properties and the Schedule III Real Properties. Borrowers shall have no right to revoke the aforesaid assignment during the time that any obligation or indebtedness secured by the Indenture of Mortgage and this Amendment remains outstanding and Borrowers shall make no other assignment, transfer or other disposition of their estate, right, title or interest in and to the Schedule II Real Property and the Schedule III Real Property, except as permitted by the Indenture of Mortgage.

3. All terms, conditions, agreements, covenants, representations, and warranties set forth in the Indenture of Mortgage remain in full force and effect, and are specifically reaffirmed hereby.

4. This Amendment shall be signed in any number of duplicates and counterparts, each of which shall be deemed an original, and such counterparts and duplicates shall together constitute one and the same instrument.

IN WITNESS WHEREOF, Borrowers have executed this Indenture on the 27th day of December, 1982.

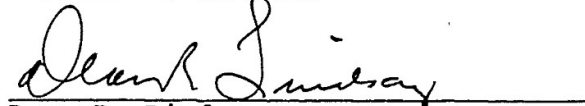
BORROWERS:



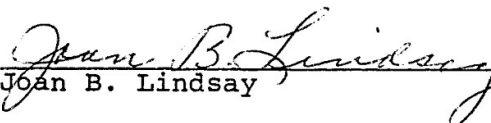
Scott M. Waldron



Barbara J. Waldron



Dean R. Lindsay



Joan B. Lindsay

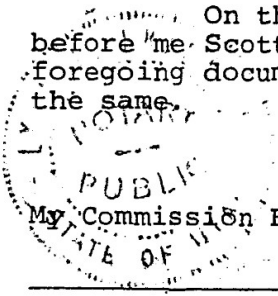
LENDER:

FIRST SECURITY BANK OF UTAH, N.A.

By James E. Bradford.
Title: Vice President

STATE OF UTAH)
: ss.
County of Salt Lake)

On the 28th day of December, 1982, personally appeared before me Scott M. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.

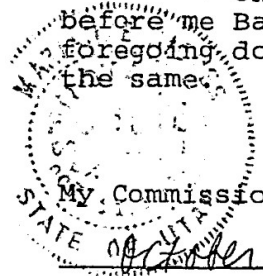


My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

STATE OF UTAH)
: ss.
County of Salt Lake)

On the 29 day of December, 1982, personally appeared before me Barbara J. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that she executed the same.

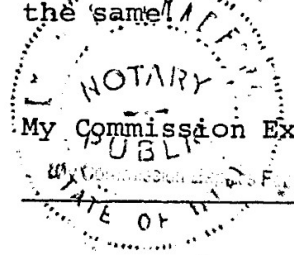


My Commission Expires: October 11, 1986

Marianne Riches
Notary Public
Residing at: Salt Lake County

STATE OF UTAH)
: ss.
County of Salt Lake)

On the 27th day of December, 1982, personally appeared before me Dean R. Lindsay, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.



My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

BOOK 5428 PAGE 2736

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 27th day of December, 1982, personally appeared before me Joan B. Lindsay, known by me to be the signer of the foregoing document, who duly acknowledged to me that she executed the same.

My Commission Expires:

My Commission Expires Feb. 9, 1985

Lynn E Bradford.
Notary Public
Residing at: Salt Lake City, Utah

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 29th day of December, 1982, personally appeared before me Lynn E. Bradford, who being by me duly sworn did say that he is the Vice President of First Security Bank of Utah, N.A., and that said instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and said Lynn E. Bradford acknowledged to me that said corporation executed the same.

My Commission Expires:

April 5, 1986

Newell K Garff
Notary Public
Residing at: Salt Lake City, Utah

BOOK 5428
PAGE 2737

Schedule II-A

(Borrower as Lessee)

LEASE AGREEMENTS ASSIGNED TO LENDER AS COLLATERAL
FOR OBLIGATIONS OF BORROWERS PURSUANT TO INDENTURE
OF MORTGAGE AND LOAN AGREEMENT DATED AUGUST 2, 1982

Leaseholds Situate in Salt Lake County, State of Utah

Lessor: Dee's, Inc.
Location Code: A

Lessee:
Scott M. Waldron

Date of Lease:
August 2, 1982

Legal Description:

Parcel "A": Beginning at a point on the North line of Lot 5, Block 58, Plat "C", Salt Lake City Survey, said point being N 89°58'38" E along said North line 264.132 feet from the N.W. corner of said Lot 5, said point also being N 89°58'38" E along the North Temple monument line 331.338 feet from a Salt Lake City monument in the intersection of said North Temple and 900 West Streets; thence N 89°58'38" E 66.034 feet to the N.W. corner of Lot 6, said Block 58; thence N 89°58'38" E along the North line of said Lot 6, 123.814 feet to the N.W. corner of the property deeded by quit-claim deed #2436079; thence along the West line of said property S 0°02'29" E 136.966 feet, S 58°24'52" W 13.315 feet, S 89°58'38" W 28.105 feet and S 2°52'10" W 21.191 feet; thence S 89°58'50" W 149.238 feet; thence N 0°02'05" W 165.091 feet to the point of beginning, containing 0.70 acre.

Together with the right of use with Lessor and others a right of ingress and egress from 900 West Street to the above property and the right to park with Lessor and others on the following described property identified as Parcel "B". Both the right-of-way to 900 West Street and the parking on the following described property are granted only so long as Lessor has the right and control of such. Lessor makes no warranties as to the amount of time which Lessor shall have control of the same.

BOOK 5428 PAGE 2738

Parcel "B": Beginning at the S.W. corner of Parcel "A", said point being N 89°58'38" E 264.132 feet along the North line of Lot 5, Block 58, Plat "C", Salt Lake City Survey, and S 0°02'05" E 165.091 feet from the N.W. corner of said Lot 5, said point also being N 89°58'38" E along the North Temple monument line 331.338 feet and S 0°02'05" E 240.079 feet from a monument in the intersection of said North Temple and 900 West Streets; thence N 89°58'50" along the South line of said Parcel "A", 149.238 feet to a point on the West line of property deeded by quit-claim deed #2436079; thence along said West line S 2°52'10" W 8.324 feet, S 32°20'05" W 14.948 feet and S 0°02'05" W 74.787 feet; thence N 0°02'05" W 16.509 feet to the S.E. corner of said Lot 5; thence S 89°58'56" W along the South line of said Lot 5, 66.034 feet; thence N 0°02'05" W 66.051 feet to the point of beginning, containing 0.255 acre.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to retained adjacent property, as well as access to the meter box located on said premises.
2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.
3. Common parking over that part of the premises lying west of the present building for Lessor's customers and invitees and those of its landlord, Anderson Investment Corporation.
4. The restriction that Lessee put no barriers to prevent employees, customers and invitees of Lessor and those of Lessor's landlord from crossing from the adjoining property over the above-described premises to and from North Temple Street.
5. Lessor is retaining for itself and for its landlord, Anderson Investment Corporation, and such is not to be considered part of the leased premises,

BOOK 5428
PAGE 2739

Parcel "B": Beginning at the S.W. corner of Parcel "A", said point being N 89°58'38" E 264.132 feet along the North line of Lot 5, Block 58, Plat "C", Salt Lake City Survey, and S 0°02'05" E 165.091 feet from the N.W. corner of said Lot 5, said point also being N 89°58'38" E along the North Temple monument line 331.338 feet and S 0°02'05" E 240.079 feet from a monument in the intersection of said North Temple and 900 West Streets; thence N 89°58'50" along the South line of said Parcel "A", 149.238 feet to a point on the West line of property deeded by quit-claim deed #2436079; thence along said West line S 2°52'10" W 8.324 feet, S 32°20'05" W 14.948 feet and S 0°02'05" W 74.787 feet; thence N 0°02'05" W 16.509 feet to the S.E. corner of said Lot 5; thence S 89°58'56" W along the South line of said Lot 5, 66.034 feet; thence N 0°02'05" W 66.051 feet to the point of beginning, containing 0.255 acre.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to retained adjacent property, as well as access to the meter box located on said premises.
2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.
3. Common parking over that part of the premises lying west of the present building for Lessor's customers and invitees and those of its landlord, Anderson Investment Corporation.
4. The restriction that Lessee put no barriers to prevent employees, customers and invitees of Lessor and those of Lessor's landlord from crossing from the adjoining property over the above-described premises to and from North Temple Street.
5. Lessor is retaining for itself and for its landlord, Anderson Investment Corporation, and such is not to be considered part of the leased premises,

BOOK 5428
PAGE 2739

adjoining property not included in the Lease, together with a right of ingress and egress over the above-described property as follows: from North Temple Street to the property that Lessor and its said Landlord are retaining on the south and west sides of the property being leased herein.

Lessor: Anderson Investment Corp. Lessee: Scott M. Waldron Date of Lease: August 3, 1982
Location Code: B

Legal Description:

Beginning at a point on the South line of Lot 2, Block 2, 5 Acre Plat "A", Big Field Survey, said point being N 89°51'45" W along said South line 274.176 feet from the Southeast corner of said Lot 2, said point also being N 89°58'51" W along the 2100 South Street Monument line 277.837 feet and N 0°06'23" E 37.017 feet from a Salt Lake City Monument in the intersection of said 2100 South and 800 East Streets; thence N 89°51'45" W along said South line 167.023 feet to a point on the extension of the East line of a 3-foot sidewalk; thence N 0°01'43" E along the East line of said sidewalk and its extension 198.10 feet; thence S 89°51'45" E 167.292 feet; thence S 0°06'23" W 198.10 feet to the point of beginning, containing 0.76 acre.

Together with joint access with Lessor and others Lessor authorizes to and from Lake Street on the north to the extent and as long as Anderson Investment Corporation has such right. Lessor makes no warranties either to the extent or for the time of such access.

- Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to retained adjacent property.

2. All easements and restrictions shown on the title report attached and those observable on the land,

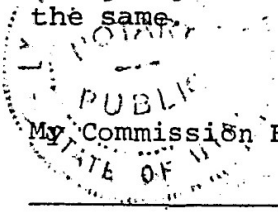
LENDER:

FIRST SECURITY BANK OF UTAH, N.A.

By James E. Bradford.
Title: Vice President

STATE OF UTAH)
: ss.
County of Salt Lake)

On the 28th day of December, 1982, personally appeared before me Scott M. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.

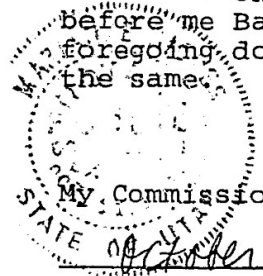


My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

STATE OF UTAH)
: ss.
County of Salt Lake)

On the 29 day of December, 1982, personally appeared before me Barbara J. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that she executed the same.

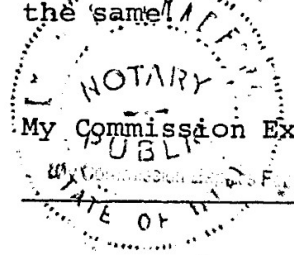


My Commission Expires: October 11, 1986

Marianne Riches
Notary Public
Residing at: Salt Lake County

STATE OF UTAH)
: ss.
County of Salt Lake)

On the 27th day of December, 1982, personally appeared before me Dean R. Lindsay, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.



My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

BOOK 5428 PAGE 2736

First Security Bank
405 South Main Street
P. O. Box 720
Salt Lake City, Utah 84110
Attention: Lynn Bradford.

5400
REF: Lynn Bradford
SECURITY TITLE CO.

DEC 31 2 32 PM '82
KATIE LARSON
RECORDED
SALT LAKE COUNTY
UTAH

3744759

AMENDMENT TO INDENTURE OF MORTGAGE
AND NOTICE OF ADDITIONAL ADVANCE

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WHEREAS, Lender has previously loaned Borrowers the sum of \$5,200,000 pursuant to a Loan Agreement (the "Loan Agreement") and Promissory Note (the "Note") dated as of August 3, 1982, and

WHEREAS, the obligations of Borrowers pursuant to the Loan Agreement, Note and related documents were secured in part by an "Indenture of Mortgage, Deed of Trust, and Security Agreement" with relating financing statements both dated as of August 3, 1982 (collectively the "Indenture of Mortgage") by which Lender obtained a perfected security interest and/or lien in the "Collateral" and the "Real Property" as those terms are defined in the Indenture of Mortgage, and

WHEREAS, the Indenture of Mortgage (and related financing statement) was recorded as follows:

- A. On the real property described in Schedules II-A and III-A attached hereto, as Entry No. 370223¹ in Book 5402 at Page 2795 et seq., and Entry No. 3702232 in Book 5402 at Page 2903 et seq., both in the official records of the Salt Lake County Recorder;
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- C. On the real property described in Schedule II-C attached hereto, as Entry Nos. 862233 and 862234, respectively, both in the official records of the Weber County Recorder;

BOOK 5428 PAGE 2733

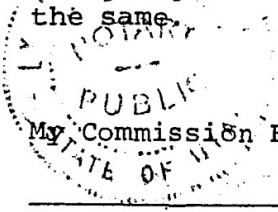
LENDER:

FIRST SECURITY BANK OF UTAH, N.A.

By James E. Bradford.
Title: Vice President

STATE OF UTAH)
: ss.
County of Salt Lake)

On the 28th day of December, 1982, personally appeared before me Scott M. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.

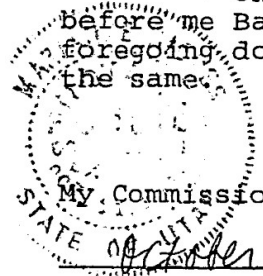


My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

STATE OF UTAH)
: ss.
County of Salt Lake)

On the 29 day of December, 1982, personally appeared before me Barbara J. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that she executed the same.

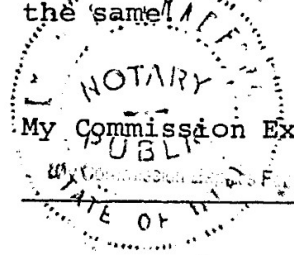


My Commission Expires: October 11, 1986

Marianne Riches
Notary Public
Residing at: Salt Lake County

STATE OF UTAH)
: ss.
County of Salt Lake)

On the 27th day of December, 1982, personally appeared before me Dean R. Lindsay, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.



My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

BOOK 5428 PAGE 2736

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 27th day of December, 1982, personally appeared before me Joan B. Lindsay, known by me to be the signer of the foregoing document, who duly acknowledged to me that she executed the same.

My Commission Expires:

My Commission Expires Feb. 9, 1985

Lynn E Bradford.
Notary Public
Residing at: Salt Lake City, Utah

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 29th day of December, 1982, personally appeared before me Lynn E. Bradford, who being by me duly sworn did say that he is the Vice President of First Security Bank of Utah, N.A., and that said instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and said Lynn E. Bradford acknowledged to me that said corporation executed the same.

My Commission Expires:

April 5, 1986

Newell K Garff
Notary Public
Residing at: Salt Lake City, Utah

BOOK 5428
PAGE 2737

Schedule II-A

(Borrower as Lessee)

LEASE AGREEMENTS ASSIGNED TO LENDER AS COLLATERAL
FOR OBLIGATIONS OF BORROWERS PURSUANT TO INDENTURE
OF MORTGAGE AND LOAN AGREEMENT DATED AUGUST 2, 1982

Leaseholds Situate in Salt Lake County, State of Utah

Lessor: Dee's, Inc.
Location Code: A

Lessee:
Scott M. Waldron

Date of Lease:
August 2, 1982

Legal Description:

Parcel "A": Beginning at a point on the North line of Lot 5, Block 58, Plat "C", Salt Lake City Survey, said point being N 89°58'38" E along said North line 264.132 feet from the N.W. corner of said Lot 5, said point also being N 89°58'38" E along the North Temple monument line 331.338 feet from a Salt Lake City monument in the intersection of said North Temple and 900 West Streets; thence N 89°58'38" E 66.034 feet to the N.W. corner of Lot 6, said Block 58; thence N 89°58'38" E along the North line of said Lot 6, 123.814 feet to the N.W. corner of the property deeded by quit-claim deed #2436079; thence along the West line of said property S 0°02'29" E 136.966 feet, S 58°24'52" W 13.315 feet, S 89°58'38" W 28.105 feet and S 2°52'10" W 21.191 feet; thence S 89°58'50" W 149.238 feet; thence N 0°02'05" W 165.091 feet to the point of beginning, containing 0.70 acre.

Together with the right of use with Lessor and others a right of ingress and egress from 900 West Street to the above property and the right to park with Lessor and others on the following described property identified as Parcel "B". Both the right-of-way to 900 West Street and the parking on the following described property are granted only so long as Lessor has the right and control of such. Lessor makes no warranties as to the amount of time which Lessor shall have control of the same.

BOOK 5428 PAGE 2738

First Security Bank
405 South Main Street
P. O. Box 720
Salt Lake City, Utah 84110
Attention: Lynn Bradford.

5400
REF: Lynn Bradford
SECURITY TITLE CO.

DEC 31 2 32 PM '82
KALIE LARSON
RECORDED
SALT LAKE COUNTY
UTAH

3744759

AMENDMENT TO INDENTURE OF MORTGAGE
AND NOTICE OF ADDITIONAL ADVANCE

THIS AMENDMENT TO INDENTURE OF MORTGAGE, DEED OF TRUST AND SECURITY AGREEMENT with assignment of leases, rents, and accounts, notice of additional advance (hereinafter called the "Amendment") is made and entered into and executed in as many duplicate originals as shall be required for recording purposes as of the 27th day of December, 1982, by and between Scott M. Waldron, Barbara J. Waldron, Dean R. Lindsay, and Joan B. Lindsay (hereinafter collectively called "Borrowers"), as mortgagors, debtors, trustors, and/or assignors, as the case may be determined pursuant to provisions of the original "Indenture of Mortgage" (as that term is defined below), and First Security Bank of Utah, National Association, a national banking corporation of the United States of America (hereinafter called "Lender").

WHEREAS, Lender has previously loaned Borrowers the sum of \$5,200,000 pursuant to a Loan Agreement (the "Loan Agreement") and Promissory Note (the "Note") dated as of August 3, 1982, and

WHEREAS, the obligations of Borrowers pursuant to the Loan Agreement, Note and related documents were secured in part by an "Indenture of Mortgage, Deed of Trust, and Security Agreement" with relating financing statements both dated as of August 3, 1982 (collectively the "Indenture of Mortgage") by which Lender obtained a perfected security interest and/or lien in the "Collateral" and the "Real Property" as those terms are defined in the Indenture of Mortgage, and

WHEREAS, the Indenture of Mortgage (and related financing statement) was recorded as follows:

- A. On the real property described in Schedules II-A and III-A attached hereto, as Entry No. 370223¹ in Book 5402 at Page 2795 et seq., and Entry No. 3702232 in Book 5402 at Page 2903 et seq., both in the official records of the Salt Lake County Recorder;
- B. On the real property described in Schedules II-B and III-B attached hereto, as Entry No. 620866 in Book 911 at Page 466 et seq., and Entry No. 620867 in Book 911 at Page 574 et seq., both in the official records of the Davis County Recorder;
- C. On the real property described in Schedule II-C attached hereto, as Entry Nos. 862233 and 862234, respectively, both in the official records of the Weber County Recorder;

BOOK 5428 PAGE 2733

D. On the real property described in Schedule II-D attached hereto, as Entry Nos. 453534 and 453535, respectively, both in the official records of the Cache County Recorder;

E. On the real property described in Schedule II-E attached hereto, as Entry No. 20069 in Book 1996 at Page 226 et seq., and as Entry No. 20070 in Book 1996 at Page 334 et seq. of the official records of the Utah County Recorder, and

WHEREAS, the Indenture of Mortgage secured "future advances" by Lender to Borrowers, pursuant to section (c) at pages 2 and 3 which described the indebtedness secured and stated:

Payment of all other sums on any and every account, whether or not the same are mature, contingent or direct, with interest thereon, which may hereafter be loaned or advanced ("future advances") to Borrowers or their successor(s) or assigns, or any one of them by the Lender, either separately or jointly, when the same are evidenced by a promissory note or notes or other evidence of indebtedness which recite that they are secured by this Indenture (such obligations shall be established, prima facie, by the books and records of Lender).

WHEREAS, Lender has loaned, advanced and/or extended additional credit to Borrowers in the principal amount of \$403,518, which loan, advance and/or extension of credit to Borrowers is evidenced by an Amendment to Loan Agreement, of even date with this Amendment, and is secured by the Indenture of Mortgage, and all related financing statements, pursuant to the above-quoted "future advances" clause.

NOW THEREFORE:

1. Notice is hereby given that the Indenture of Mortgage, and all related financing statements, secure and are related to the \$403,518 additional advance of even date herewith, in addition to the original \$5,200,000 loan.

2. Borrowers further, and as additional security for the \$403,518 extension of credit of even date herewith, grant to and create in Lender a security interest, as defined by the Utah Uniform Commercial Code, in all "Collateral" as that term is defined in the Indenture of Mortgage, and do assign and grant to Lender all of the estate, right, title and interest of Borrowers in and to the "Schedule II Real Property" and the "Schedule III Real Property", as those terms are defined in the Indenture of Mortgage,


provided, however, that notwithstanding the acceptance by Lender of such assignment, for purposes of the imposition or assumption of any obligations of Borrowers as lessees, sublessees or assignees of the Schedule II Real Property and the Schedule III Real Property, as the case may be, such imposition or assumption of obligations shall only be effective after the occurrence of a default (as defined in the Indenture of Mortgage) and the affirmative election by Lender to accept such obligations; provided further, that such affirmative election by Lender need not be exercised at all or may be exercised with respect to any one or more of the Schedule II Real Properties and the Schedule III Real Properties. Borrowers shall have no right to revoke the aforesaid assignment during the time that any obligation or indebtedness secured by the Indenture of Mortgage and this Amendment remains outstanding and Borrowers shall make no other assignment, transfer or other disposition of their estate, right, title or interest in and to the Schedule II Real Property and the Schedule III Real Property, except as permitted by the Indenture of Mortgage.

3. All terms, conditions, agreements, covenants, representations, and warranties set forth in the Indenture of Mortgage remain in full force and effect, and are specifically reaffirmed hereby.

4. This Amendment shall be signed in any number of duplicates and counterparts, each of which shall be deemed an original, and such counterparts and duplicates shall together constitute one and the same instrument.

IN WITNESS WHEREOF, Borrowers have executed this Indenture on the 27th day of December, 1982.

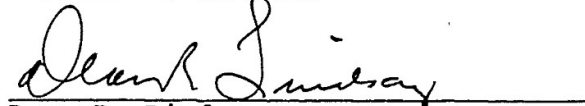
BORROWERS:



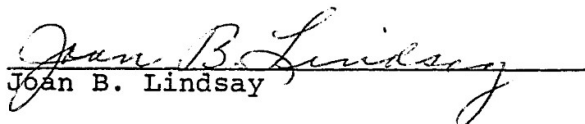
Scott M. Waldron



Barbara J. Waldron



Dean R. Lindsay



Joan B. Lindsay

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 27th day of December, 1982, personally appeared before me Joan B. Lindsay, known by me to be the signer of the foregoing document, who duly acknowledged to me that she executed the same.

My Commission Expires:

My Commission Expires Feb. 9, 1985

Lynn E Bradford.
Notary Public
Residing at: Salt Lake City, Utah

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 29th day of December, 1982, personally appeared before me Lynn E. Bradford, who being by me duly sworn did say that he is the Vice President of First Security Bank of Utah, N.A., and that said instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and said Lynn E. Bradford acknowledged to me that said corporation executed the same.

My Commission Expires:

April 5, 1986

Newell K Garff
Notary Public
Residing at: Salt Lake City, Utah

BOOK 5428
PAGE 2737

Schedule II-A

(Borrower as Lessee)

LEASE AGREEMENTS ASSIGNED TO LENDER AS COLLATERAL
FOR OBLIGATIONS OF BORROWERS PURSUANT TO INDENTURE
OF MORTGAGE AND LOAN AGREEMENT DATED AUGUST 2, 1982

Leaseholds Situate in Salt Lake County, State of Utah

Lessor: Dee's, Inc.
Location Code: A

Lessee:
Scott M. Waldron

Date of Lease:
August 2, 1982

Legal Description:

Parcel "A": Beginning at a point on the North line of Lot 5, Block 58, Plat "C", Salt Lake City Survey, said point being N 89°58'38" E along said North line 264.132 feet from the N.W. corner of said Lot 5, said point also being N 89°58'38" E along the North Temple monument line 331.338 feet from a Salt Lake City monument in the intersection of said North Temple and 900 West Streets; thence N 89°58'38" E 66.034 feet to the N.W. corner of Lot 6, said Block 58; thence N 89°58'38" E along the North line of said Lot 6, 123.814 feet to the N.W. corner of the property deeded by quit-claim deed #2436079; thence along the West line of said property S 0°02'29" E 136.966 feet, S 58°24'52" W 13.315 feet, S 89°58'38" W 28.105 feet and S 2°52'10" W 21.191 feet; thence S 89°58'50" W 149.238 feet; thence N 0°02'05" W 165.091 feet to the point of beginning, containing 0.70 acre.

Together with the right of use with Lessor and others a right of ingress and egress from 900 West Street to the above property and the right to park with Lessor and others on the following described property identified as Parcel "B". Both the right-of-way to 900 West Street and the parking on the following described property are granted only so long as Lessor has the right and control of such. Lessor makes no warranties as to the amount of time which Lessor shall have control of the same.

BOOK 5428 PAGE 2738

First Security Bank
405 South Main Street
P. O. Box 720
Salt Lake City, Utah 84110
Attention: Lynn Bradford.

5400
REF: Lynn Bradford
SECURITY TITLE CO.

DEC 31 2 32 PM '82
KALIE LARSON
RECORDED
SALT LAKE COUNTY
UTAH

3744759

AMENDMENT TO INDENTURE OF MORTGAGE
AND NOTICE OF ADDITIONAL ADVANCE

THIS AMENDMENT TO INDENTURE OF MORTGAGE, DEED OF TRUST AND SECURITY AGREEMENT with assignment of leases, rents, and accounts, notice of additional advance (hereinafter called the "Amendment") is made and entered into and executed in as many duplicate originals as shall be required for recording purposes as of the 27th day of December, 1982, by and between Scott M. Waldron, Barbara J. Waldron, Dean R. Lindsay, and Joan B. Lindsay (hereinafter collectively called "Borrowers"), as mortgagors, debtors, trustors, and/or assignors, as the case may be determined pursuant to provisions of the original "Indenture of Mortgage" (as that term is defined below), and First Security Bank of Utah, National Association, a national banking corporation of the United States of America (hereinafter called "Lender").

WHEREAS, Lender has previously loaned Borrowers the sum of \$5,200,000 pursuant to a Loan Agreement (the "Loan Agreement") and Promissory Note (the "Note") dated as of August 3, 1982, and

WHEREAS, the obligations of Borrowers pursuant to the Loan Agreement, Note and related documents were secured in part by an "Indenture of Mortgage, Deed of Trust, and Security Agreement" with relating financing statements both dated as of August 3, 1982 (collectively the "Indenture of Mortgage") by which Lender obtained a perfected security interest and/or lien in the "Collateral" and the "Real Property" as those terms are defined in the Indenture of Mortgage, and

WHEREAS, the Indenture of Mortgage (and related financing statement) was recorded as follows:

- A. On the real property described in Schedules II-A and III-A attached hereto, as Entry No. 370223¹ in Book 5402 at Page 2795 et seq., and Entry No. 3702232 in Book 5402 at Page 2903 et seq., both in the official records of the Salt Lake County Recorder;
- B. On the real property described in Schedules II-B and III-B attached hereto, as Entry No. 620866 in Book 911 at Page 466 et seq., and Entry No. 620867 in Book 911 at Page 574 et seq., both in the official records of the Davis County Recorder;
- C. On the real property described in Schedule II-C attached hereto, as Entry Nos. 862233 and 862234, respectively, both in the official records of the Weber County Recorder;

BOOK 5428 PAGE 2733

First Security Bank
405 South Main Street
P. O. Box 720
Salt Lake City, Utah 84110
Attention: Lynn Bradford.

5400
REF: Lynn Bradford
SECURITY TITLE CO.

DEC 31 2 32 PM '82
KATIE LARSON
RECORDED
SALT LAKE COUNTY
UTAH

3744759

AMENDMENT TO INDENTURE OF MORTGAGE
AND NOTICE OF ADDITIONAL ADVANCE

THIS AMENDMENT TO INDENTURE OF MORTGAGE, DEED OF TRUST AND SECURITY AGREEMENT with assignment of leases, rents, and accounts, notice of additional advance (hereinafter called the "Amendment") is made and entered into and executed in as many duplicate originals as shall be required for recording purposes as of the 27th day of December, 1982, by and between Scott M. Waldron, Barbara J. Waldron, Dean R. Lindsay, and Joan B. Lindsay (hereinafter collectively called "Borrowers"), as mortgagors, debtors, trustors, and/or assignors, as the case may be determined pursuant to provisions of the original "Indenture of Mortgage" (as that term is defined below), and First Security Bank of Utah, National Association, a national banking corporation of the United States of America (hereinafter called "Lender").

WHEREAS, Lender has previously loaned Borrowers the sum of \$5,200,000 pursuant to a Loan Agreement (the "Loan Agreement") and Promissory Note (the "Note") dated as of August 3, 1982, and

WHEREAS, the obligations of Borrowers pursuant to the Loan Agreement, Note and related documents were secured in part by an "Indenture of Mortgage, Deed of Trust, and Security Agreement" with relating financing statements both dated as of August 3, 1982 (collectively the "Indenture of Mortgage") by which Lender obtained a perfected security interest and/or lien in the "Collateral" and the "Real Property" as those terms are defined in the Indenture of Mortgage, and

WHEREAS, the Indenture of Mortgage (and related financing statement) was recorded as follows:

- A. On the real property described in Schedules II-A and III-A attached hereto, as Entry No. 370223¹ in Book 5402 at Page 2795 et seq., and Entry No. 3702232 in Book 5402 at Page 2903 et seq., both in the official records of the Salt Lake County Recorder;
- B. On the real property described in Schedules II-B and III-B attached hereto, as Entry No. 620866 in Book 911 at Page 466 et seq., and Entry No. 620867 in Book 911 at Page 574 et seq., both in the official records of the Davis County Recorder;
- C. On the real property described in Schedule II-C attached hereto, as Entry Nos. 862233 and 862234, respectively, both in the official records of the Weber County Recorder;

BOOK 5428 PAGE 2733

D. On the real property described in Schedule II-D attached hereto, as Entry Nos. 453534 and 453535, respectively, both in the official records of the Cache County Recorder;

E. On the real property described in Schedule II-E attached hereto, as Entry No. 20069 in Book 1996 at Page 226 et seq., and as Entry No. 20070 in Book 1996 at Page 334 et seq. of the official records of the Utah County Recorder, and

WHEREAS, the Indenture of Mortgage secured "future advances" by Lender to Borrowers, pursuant to section (c) at pages 2 and 3 which described the indebtedness secured and stated:

Payment of all other sums on any and every account, whether or not the same are mature, contingent or direct, with interest thereon, which may hereafter be loaned or advanced ("future advances") to Borrowers or their successor(s) or assigns, or any one of them by the Lender, either separately or jointly, when the same are evidenced by a promissory note or notes or other evidence of indebtedness which recite that they are secured by this Indenture (such obligations shall be established, prima facie, by the books and records of Lender).

WHEREAS, Lender has loaned, advanced and/or extended additional credit to Borrowers in the principal amount of \$403,518, which loan, advance and/or extension of credit to Borrowers is evidenced by an Amendment to Loan Agreement, of even date with this Amendment, and is secured by the Indenture of Mortgage, and all related financing statements, pursuant to the above-quoted "future advances" clause.

NOW THEREFORE:

1. Notice is hereby given that the Indenture of Mortgage, and all related financing statements, secure and are related to the \$403,518 additional advance of even date herewith, in addition to the original \$5,200,000 loan.

2. Borrowers further, and as additional security for the \$403,518 extension of credit of even date herewith, grant to and create in Lender a security interest, as defined by the Utah Uniform Commercial Code, in all "Collateral" as that term is defined in the Indenture of Mortgage, and do assign and grant to Lender all of the estate, right, title and interest of Borrowers in and to the "Schedule II Real Property" and the "Schedule III Real Property", as those terms are defined in the Indenture of Mortgage,

BOOK 5428 PAGE 2734


provided, however, that notwithstanding the acceptance by Lender of such assignment, for purposes of the imposition or assumption of any obligations of Borrowers as lessees, sublessees or assignees of the Schedule II Real Property and the Schedule III Real Property, as the case may be, such imposition or assumption of obligations shall only be effective after the occurrence of a default (as defined in the Indenture of Mortgage) and the affirmative election by Lender to accept such obligations; provided further, that such affirmative election by Lender need not be exercised at all or may be exercised with respect to any one or more of the Schedule II Real Properties and the Schedule III Real Properties. Borrowers shall have no right to revoke the aforesaid assignment during the time that any obligation or indebtedness secured by the Indenture of Mortgage and this Amendment remains outstanding and Borrowers shall make no other assignment, transfer or other disposition of their estate, right, title or interest in and to the Schedule II Real Property and the Schedule III Real Property, except as permitted by the Indenture of Mortgage.

3. All terms, conditions, agreements, covenants, representations, and warranties set forth in the Indenture of Mortgage remain in full force and effect, and are specifically reaffirmed hereby.

4. This Amendment shall be signed in any number of duplicates and counterparts, each of which shall be deemed an original, and such counterparts and duplicates shall together constitute one and the same instrument.

IN WITNESS WHEREOF, Borrowers have executed this Indenture on the 27th day of December, 1982.

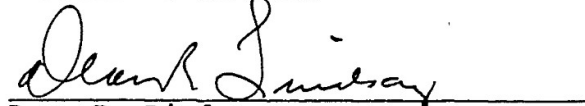
BORROWERS:



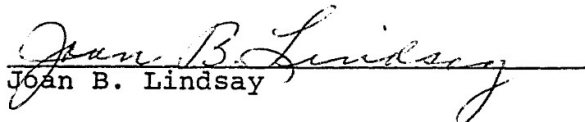
Scott M. Waldron



Barbara J. Waldron



Dean R. Lindsay



Joan B. Lindsay

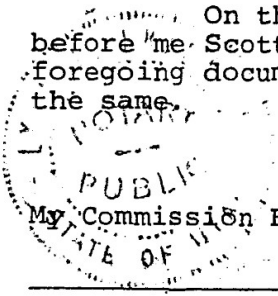
LENDER:

FIRST SECURITY BANK OF UTAH, N.A.

By James E. Bradford.
Title: Vice President

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 28th day of December, 1982, personally appeared before me Scott M. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.

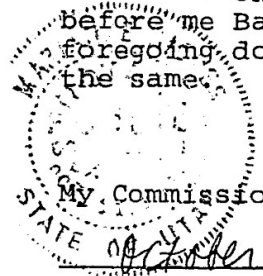


My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 29 day of December, 1982, personally appeared before me Barbara J. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that she executed the same.

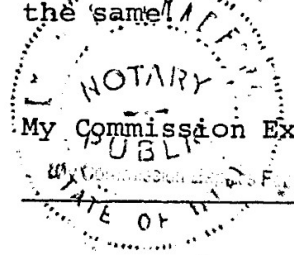


My Commission Expires: October 11, 1986

Marianne Riches
Notary Public
Residing at: Salt Lake County

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 27th day of December, 1982, personally appeared before me Dean R. Lindsay, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.



My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

BOOK 5428 PAGE 2736

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 27th day of December, 1982, personally appeared before me Joan B. Lindsay, known by me to be the signer of the foregoing document, who duly acknowledged to me that she executed the same.

My Commission Expires:

My Commission Expires Feb. 9, 1985

Lynn E Bradford.
Notary Public
Residing at: Salt Lake City, Utah

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 29th day of December, 1982, personally appeared before me Lynn E. Bradford, who being by me duly sworn did say that he is the Vice President of First Security Bank of Utah, N.A., and that said instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and said Lynn E. Bradford acknowledged to me that said corporation executed the same.

My Commission Expires:

April 5, 1986

Newell K Garff
Notary Public
Residing at: Salt Lake City, Utah

BOOK 5428
PAGE 2737

Schedule II-A

(Borrower as Lessee)

LEASE AGREEMENTS ASSIGNED TO LENDER AS COLLATERAL
FOR OBLIGATIONS OF BORROWERS PURSUANT TO INDENTURE
OF MORTGAGE AND LOAN AGREEMENT DATED AUGUST 2, 1982

Leaseholds Situate in Salt Lake County, State of Utah

Lessor: Dee's, Inc.
Location Code: A

Lessee:
Scott M. Waldron

Date of Lease:
August 2, 1982

Legal Description:

Parcel "A": Beginning at a point on the North line of Lot 5, Block 58, Plat "C", Salt Lake City Survey, said point being N 89°58'38" E along said North line 264.132 feet from the N.W. corner of said Lot 5, said point also being N 89°58'38" E along the North Temple monument line 331.338 feet from a Salt Lake City monument in the intersection of said North Temple and 900 West Streets; thence N 89°58'38" E 66.034 feet to the N.W. corner of Lot 6, said Block 58; thence N 89°58'38" E along the North line of said Lot 6, 123.814 feet to the N.W. corner of the property deeded by quit-claim deed #2436079; thence along the West line of said property S 0°02'29" E 136.966 feet, S 58°24'52" W 13.315 feet, S 89°58'38" W 28.105 feet and S 2°52'10" W 21.191 feet; thence S 89°58'50" W 149.238 feet; thence N 0°02'05" W 165.091 feet to the point of beginning, containing 0.70 acre.

Together with the right of use with Lessor and others a right of ingress and egress from 900 West Street to the above property and the right to park with Lessor and others on the following described property identified as Parcel "B". Both the right-of-way to 900 West Street and the parking on the following described property are granted only so long as Lessor has the right and control of such. Lessor makes no warranties as to the amount of time which Lessor shall have control of the same.

BOOK 5428 PAGE 2738

Parcel "B": Beginning at the S.W. corner of Parcel "A", said point being N 89°58'38" E 264.132 feet along the North line of Lot 5, Block 58, Plat "C", Salt Lake City Survey, and S 0°02'05" E 165.091 feet from the N.W. corner of said Lot 5, said point also being N 89°58'38" E along the North Temple monument line 331.338 feet and S 0°02'05" E 240.079 feet from a monument in the intersection of said North Temple and 900 West Streets; thence N 89°58'50" along the South line of said Parcel "A", 149.238 feet to a point on the West line of property deeded by quit-claim deed #2436079; thence along said West line S 2°52'10" W 8.324 feet, S 32°20'05" W 14.948 feet and S 0°02'05" W 74.787 feet; thence N 0°02'05" W 16.509 feet to the S.E. corner of said Lot 5; thence S 89°58'56" W along the South line of said Lot 5, 66.034 feet; thence N 0°02'05" W 66.051 feet to the point of beginning, containing 0.255 acre.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to retained adjacent property, as well as access to the meter box located on said premises.
2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.
3. Common parking over that part of the premises lying west of the present building for Lessor's customers and invitees and those of its landlord, Anderson Investment Corporation.
4. The restriction that Lessee put no barriers to prevent employees, customers and invitees of Lessor and those of Lessor's landlord from crossing from the adjoining property over the above-described premises to and from North Temple Street.
5. Lessor is retaining for itself and for its landlord, Anderson Investment Corporation, and such is not to be considered part of the leased premises,

BOOK 5428
PAGE 2739

Parcel "B": Beginning at the S.W. corner of Parcel "A", said point being N 89°58'38" E 264.132 feet along the North line of Lot 5, Block 58, Plat "C", Salt Lake City Survey, and S 0°02'05" E 165.091 feet from the N.W. corner of said Lot 5, said point also being N 89°58'38" E along the North Temple monument line 331.338 feet and S 0°02'05" E 240.079 feet from a monument in the intersection of said North Temple and 900 West Streets; thence N 89°58'50" along the South line of said Parcel "A", 149.238 feet to a point on the West line of property deeded by quit-claim deed #2436079; thence along said West line S 2°52'10" W 8.324 feet, S 32°20'05" W 14.948 feet and S 0°02'05" W 74.787 feet; thence N 0°02'05" W 16.509 feet to the S.E. corner of said Lot 5; thence S 89°58'56" W along the South line of said Lot 5, 66.034 feet; thence N 0°02'05" W 66.051 feet to the point of beginning, containing 0.255 acre.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to retained adjacent property, as well as access to the meter box located on said premises.
2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.
3. Common parking over that part of the premises lying west of the present building for Lessor's customers and invitees and those of its landlord, Anderson Investment Corporation.
4. The restriction that Lessee put no barriers to prevent employees, customers and invitees of Lessor and those of Lessor's landlord from crossing from the adjoining property over the above-described premises to and from North Temple Street.
5. Lessor is retaining for itself and for its landlord, Anderson Investment Corporation, and such is not to be considered part of the leased premises,

BOOK 5428
PAGE 2739

adjoining property not included in the Lease, together with a right of ingress and egress over the above-described property as follows: from North Temple Street to the property that Lessor and its said Landlord are retaining on the south and west sides of the property being leased herein.

Lessor: Anderson Investment Corp. Lessee: Scott M. Waldron Date of Lease: August 3, 1982
Location Code: B

Legal Description:

Beginning at a point on the South line of Lot 2, Block 2, 5 Acre Plat "A", Big Field Survey, said point being N 89°51'45" W along said South line 274.176 feet from the Southeast corner of said Lot 2, said point also being N 89°58'51" W along the 2100 South Street Monument line 277.837 feet and N 0°06'23" E 37.017 feet from a Salt Lake City Monument in the intersection of said 2100 South and 800 East Streets; thence N 89°51'45" W along said South line 167.023 feet to a point on the extension of the East line of a 3-foot sidewalk; thence N 0°01'43" E along the East line of said sidewalk and its extension 198.10 feet; thence S 89°51'45" E 167.292 feet; thence S 0°06'23" W 198.10 feet to the point of beginning, containing 0.76 acre.

Together with joint access with Lessor and others Lessor authorizes to and from Lake Street on the north to the extent and as long as Anderson Investment Corporation has such right. Lessor makes no warranties either to the extent or for the time of such access.

- Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to retained adjacent property.

2. All easements and restrictions shown on the title report attached and those observable on the land,

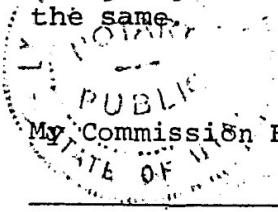
LENDER:

FIRST SECURITY BANK OF UTAH, N.A.

By James E. Bradford.
Title: Vice President

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 28th day of December, 1982, personally appeared before me Scott M. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.

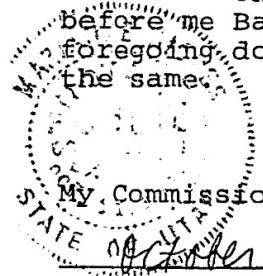


My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 29 day of December, 1982, personally appeared before me Barbara J. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that she executed the same.

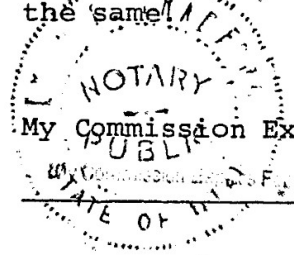


My Commission Expires: October 11, 1986

Marianne Riches
Notary Public
Residing at: Salt Lake County

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 27th day of December, 1982, personally appeared before me Dean R. Lindsay, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.



My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

BOOK 5428 PAGE 2736

First Security Bank
405 South Main Street
P. O. Box 720
Salt Lake City, Utah 84110
Attention: Lynn Bradford.

5400
REF: Lynn Bradford
SECURITY TITLE CO.

DEC 31 2 32 PM '82
KATIE LARSON
RECORDED
SALT LAKE COUNTY
UTAH

3744759

AMENDMENT TO INDENTURE OF MORTGAGE
AND NOTICE OF ADDITIONAL ADVANCE

THIS AMENDMENT TO INDENTURE OF MORTGAGE, DEED OF TRUST AND SECURITY AGREEMENT with assignment of leases, rents, and accounts, notice of additional advance (hereinafter called the "Amendment") is made and entered into and executed in as many duplicate originals as shall be required for recording purposes as of the 27th day of December, 1982, by and between Scott M. Waldron, Barbara J. Waldron, Dean R. Lindsay, and Joan B. Lindsay (hereinafter collectively called "Borrowers"), as mortgagors, debtors, trustors, and/or assignors, as the case may be determined pursuant to provisions of the original "Indenture of Mortgage" (as that term is defined below), and First Security Bank of Utah, National Association, a national banking corporation of the United States of America (hereinafter called "Lender").

WHEREAS, Lender has previously loaned Borrowers the sum of \$5,200,000 pursuant to a Loan Agreement (the "Loan Agreement") and Promissory Note (the "Note") dated as of August 3, 1982, and

WHEREAS, the obligations of Borrowers pursuant to the Loan Agreement, Note and related documents were secured in part by an "Indenture of Mortgage, Deed of Trust, and Security Agreement" with relating financing statements both dated as of August 3, 1982 (collectively the "Indenture of Mortgage") by which Lender obtained a perfected security interest and/or lien in the "Collateral" and the "Real Property" as those terms are defined in the Indenture of Mortgage, and

WHEREAS, the Indenture of Mortgage (and related financing statement) was recorded as follows:

A. On the real property described in Schedules II-A and III-A attached hereto, as Entry No. 370223¹ in Book 5402 at Page 2795 et seq., and Entry No. 3702232 in Book 5402 at Page 2903 et seq., both in the official records of the Salt Lake County Recorder;

B. On the real property described in Schedules II-B and III-B attached hereto, as Entry No. 620866 in Book 911 at Page 466 et seq., and Entry No. 620867 in Book 911 at Page 574 et seq., both in the official records of the Davis County Recorder;

C. On the real property described in Schedule II-C attached hereto, as Entry Nos. 862233 and 862234, respectively, both in the official records of the Weber County Recorder;

BOOK 5428 PAGE 2733

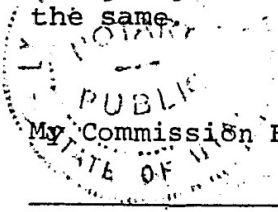
LENDER:

FIRST SECURITY BANK OF UTAH, N.A.

By James E. Bradford.
Title: Vice President

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 28th day of December, 1982, personally appeared before me Scott M. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.

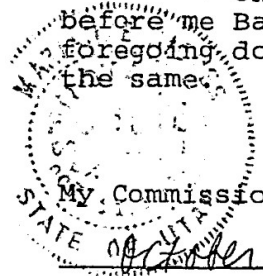


My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 29 day of December, 1982, personally appeared before me Barbara J. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that she executed the same.

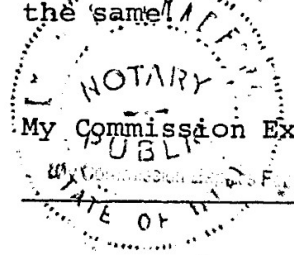


My Commission Expires: October 11, 1986

Marianne Riches
Notary Public
Residing at: Salt Lake County

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 27th day of December, 1982, personally appeared before me Dean R. Lindsay, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.



My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

BOOK 5428 PAGE 2736

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 27th day of December, 1982, personally appeared before me Joan B. Lindsay, known by me to be the signer of the foregoing document, who duly acknowledged to me that she executed the same.

My Commission Expires:

My Commission Expires Feb. 9, 1985

Lynn E Bradford.
Notary Public
Residing at: Salt Lake City, Utah

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 29th day of December, 1982, personally appeared before me Lynn E. Bradford, who being by me duly sworn did say that he is the Vice President of First Security Bank of Utah, N.A., and that said instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and said Lynn E. Bradford acknowledged to me that said corporation executed the same.

My Commission Expires:

April 5, 1986

Newell K Garff
Notary Public
Residing at: Salt Lake City, Utah

BOOK 5428
PAGE 2737

Schedule II-A

(Borrower as Lessee)

LEASE AGREEMENTS ASSIGNED TO LENDER AS COLLATERAL
FOR OBLIGATIONS OF BORROWERS PURSUANT TO INDENTURE
OF MORTGAGE AND LOAN AGREEMENT DATED AUGUST 2, 1982

Leaseholds Situate in Salt Lake County, State of Utah

Lessor: Dee's, Inc.
Location Code: A

Lessee:
Scott M. Waldron

Date of Lease:
August 2, 1982

Legal Description:

Parcel "A": Beginning at a point on the North line of Lot 5, Block 58, Plat "C", Salt Lake City Survey, said point being N 89°58'38" E along said North line 264.132 feet from the N.W. corner of said Lot 5, said point also being N 89°58'38" E along the North Temple monument line 331.338 feet from a Salt Lake City monument in the intersection of said North Temple and 900 West Streets; thence N 89°58'38" E 66.034 feet to the N.W. corner of Lot 6, said Block 58; thence N 89°58'38" E along the North line of said Lot 6, 123.814 feet to the N.W. corner of the property deeded by quit-claim deed #2436079; thence along the West line of said property S 0°02'29" E 136.966 feet, S 58°24'52" W 13.315 feet, S 89°58'38" W 28.105 feet and S 2°52'10" W 21.191 feet; thence S 89°58'50" W 149.238 feet; thence N 0°02'05" W 165.091 feet to the point of beginning, containing 0.70 acre.

Together with the right of use with Lessor and others a right of ingress and egress from 900 West Street to the above property and the right to park with Lessor and others on the following described property identified as Parcel "B". Both the right-of-way to 900 West Street and the parking on the following described property are granted only so long as Lessor has the right and control of such. Lessor makes no warranties as to the amount of time which Lessor shall have control of the same.

BOOK 5428 PAGE 2738

First Security Bank
405 South Main Street
P. O. Box 720
Salt Lake City, Utah 84110
Attention: Lynn Bradford.

5400
REF: Lynn Bradford
SECURITY TITLE CO.

DEC 31 2 32 PM '82
KALIE LARSON
RECORDED
SALT LAKE COUNTY
UTAH

3744759

AMENDMENT TO INDENTURE OF MORTGAGE
AND NOTICE OF ADDITIONAL ADVANCE

THIS AMENDMENT TO INDENTURE OF MORTGAGE, DEED OF TRUST AND SECURITY AGREEMENT with assignment of leases, rents, and accounts, notice of additional advance (hereinafter called the "Amendment") is made and entered into and executed in as many duplicate originals as shall be required for recording purposes as of the 27th day of December, 1982, by and between Scott M. Waldron, Barbara J. Waldron, Dean R. Lindsay, and Joan B. Lindsay (hereinafter collectively called "Borrowers"), as mortgagors, debtors, trustors, and/or assignors, as the case may be determined pursuant to provisions of the original "Indenture of Mortgage" (as that term is defined below), and First Security Bank of Utah, National Association, a national banking corporation of the United States of America (hereinafter called "Lender").

WHEREAS, Lender has previously loaned Borrowers the sum of \$5,200,000 pursuant to a Loan Agreement (the "Loan Agreement") and Promissory Note (the "Note") dated as of August 3, 1982, and

WHEREAS, the obligations of Borrowers pursuant to the Loan Agreement, Note and related documents were secured in part by an "Indenture of Mortgage, Deed of Trust, and Security Agreement" with relating financing statements both dated as of August 3, 1982 (collectively the "Indenture of Mortgage") by which Lender obtained a perfected security interest and/or lien in the "Collateral" and the "Real Property" as those terms are defined in the Indenture of Mortgage, and

WHEREAS, the Indenture of Mortgage (and related financing statement) was recorded as follows:

- A. On the real property described in Schedules II-A and III-A attached hereto, as Entry No. 370223¹ in Book 5402 at Page 2795 et seq., and Entry No. 3702232 in Book 5402 at Page 2903 et seq., both in the official records of the Salt Lake County Recorder;
- B. On the real property described in Schedules II-B and III-B attached hereto, as Entry No. 620866 in Book 911 at Page 466 et seq., and Entry No. 620867 in Book 911 at Page 574 et seq., both in the official records of the Davis County Recorder;
- C. On the real property described in Schedule II-C attached hereto, as Entry Nos. 862233 and 862234, respectively, both in the official records of the Weber County Recorder;

BOOK 5428 PAGE 2733

D. On the real property described in Schedule II-D attached hereto, as Entry Nos. 453534 and 453535, respectively, both in the official records of the Cache County Recorder;

E. On the real property described in Schedule II-E attached hereto, as Entry No. 20069 in Book 1996 at Page 226 et seq., and as Entry No. 20070 in Book 1996 at Page 334 et seq. of the official records of the Utah County Recorder, and

WHEREAS, the Indenture of Mortgage secured "future advances" by Lender to Borrowers, pursuant to section (c) at pages 2 and 3 which described the indebtedness secured and stated:

Payment of all other sums on any and every account, whether or not the same are mature, contingent or direct, with interest thereon, which may hereafter be loaned or advanced ("future advances") to Borrowers or their successor(s) or assigns, or any one of them by the Lender, either separately or jointly, when the same are evidenced by a promissory note or notes or other evidence of indebtedness which recite that they are secured by this Indenture (such obligations shall be established, prima facie, by the books and records of Lender).

WHEREAS, Lender has loaned, advanced and/or extended additional credit to Borrowers in the principal amount of \$403,518, which loan, advance and/or extension of credit to Borrowers is evidenced by an Amendment to Loan Agreement, of even date with this Amendment, and is secured by the Indenture of Mortgage, and all related financing statements, pursuant to the above-quoted "future advances" clause.

NOW THEREFORE:

1. Notice is hereby given that the Indenture of Mortgage, and all related financing statements, secure and are related to the \$403,518 additional advance of even date herewith, in addition to the original \$5,200,000 loan.

2. Borrowers further, and as additional security for the \$403,518 extension of credit of even date herewith, grant to and create in Lender a security interest, as defined by the Utah Uniform Commercial Code, in all "Collateral" as that term is defined in the Indenture of Mortgage, and do assign and grant to Lender all of the estate, right, title and interest of Borrowers in and to the "Schedule II Real Property" and the "Schedule III Real Property", as those terms are defined in the Indenture of Mortgage,

BOOK 5428 PAGE 2734


provided, however, that notwithstanding the acceptance by Lender of such assignment, for purposes of the imposition or assumption of any obligations of Borrowers as lessees, sublessees or assignees of the Schedule II Real Property and the Schedule III Real Property, as the case may be, such imposition or assumption of obligations shall only be effective after the occurrence of a default (as defined in the Indenture of Mortgage) and the affirmative election by Lender to accept such obligations; provided further, that such affirmative election by Lender need not be exercised at all or may be exercised with respect to any one or more of the Schedule II Real Properties and the Schedule III Real Properties. Borrowers shall have no right to revoke the aforesaid assignment during the time that any obligation or indebtedness secured by the Indenture of Mortgage and this Amendment remains outstanding and Borrowers shall make no other assignment, transfer or other disposition of their estate, right, title or interest in and to the Schedule II Real Property and the Schedule III Real Property, except as permitted by the Indenture of Mortgage.

3. All terms, conditions, agreements, covenants, representations, and warranties set forth in the Indenture of Mortgage remain in full force and effect, and are specifically reaffirmed hereby.

4. This Amendment shall be signed in any number of duplicates and counterparts, each of which shall be deemed an original, and such counterparts and duplicates shall together constitute one and the same instrument.

IN WITNESS WHEREOF, Borrowers have executed this Indenture on the 27th day of December, 1982.

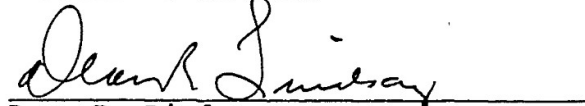
BORROWERS:



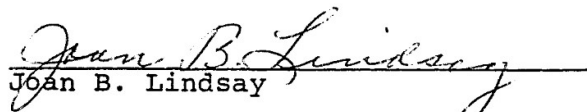
Scott M. Waldron



Barbara J. Waldron



Dean R. Lindsay



Joan B. Lindsay

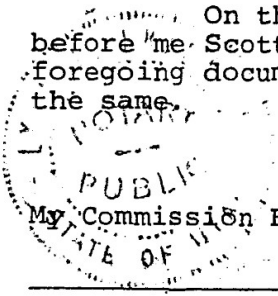
LENDER:

FIRST SECURITY BANK OF UTAH, N.A.

By James E. Bradford.
Title: Vice President

STATE OF UTAH)
 : ss.
County of Salt Lake)

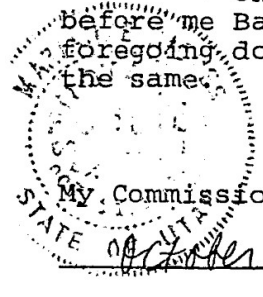
On the 28th day of December, 1982, personally appeared before me Scott M. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.



James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

STATE OF UTAH)
 : ss.
County of Salt Lake)

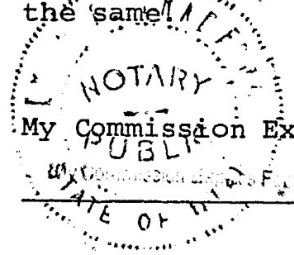
On the 29 day of December, 1982, personally appeared before me Barbara J. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that she executed the same.



Marianne Riches
Notary Public
Residing at: Salt Lake County

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 27th day of December, 1982, personally appeared before me Dean R. Lindsay, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.



James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

BOOK 5428 PAGE 2736

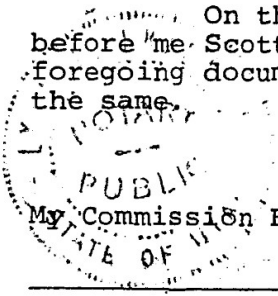
LENDER:

FIRST SECURITY BANK OF UTAH, N.A.

By James E. Bradford.
Title: Vice President

STATE OF UTAH)
: ss.
County of Salt Lake)

On the 28th day of December, 1982, personally appeared before me Scott M. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.

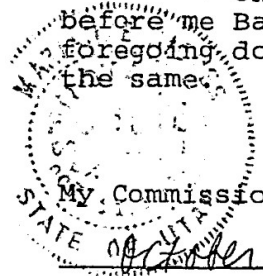


My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

STATE OF UTAH)
: ss.
County of Salt Lake)

On the 29 day of December, 1982, personally appeared before me Barbara J. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that she executed the same.

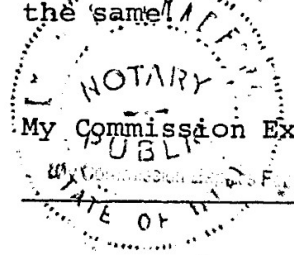


My Commission Expires: October 11, 1986

Marianne Riches
Notary Public
Residing at: Salt Lake County

STATE OF UTAH)
: ss.
County of Salt Lake)

On the 27th day of December, 1982, personally appeared before me Dean R. Lindsay, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.



My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

BOOK 5428 PAGE 2736

D. On the real property described in Schedule II-D attached hereto, as Entry Nos. 453534 and 453535, respectively, both in the official records of the Cache County Recorder;

E. On the real property described in Schedule II-E attached hereto, as Entry No. 20069 in Book 1996 at Page 226 et seq., and as Entry No. 20070 in Book 1996 at Page 334 et seq. of the official records of the Utah County Recorder, and

WHEREAS, the Indenture of Mortgage secured "future advances" by Lender to Borrowers, pursuant to section (c) at pages 2 and 3 which described the indebtedness secured and stated:

Payment of all other sums on any and every account, whether or not the same are mature, contingent or direct, with interest thereon, which may hereafter be loaned or advanced ("future advances") to Borrowers or their successor(s) or assigns, or any one of them by the Lender, either separately or jointly, when the same are evidenced by a promissory note or notes or other evidence of indebtedness which recite that they are secured by this Indenture (such obligations shall be established, prima facie, by the books and records of Lender).

WHEREAS, Lender has loaned, advanced and/or extended additional credit to Borrowers in the principal amount of \$403,518, which loan, advance and/or extension of credit to Borrowers is evidenced by an Amendment to Loan Agreement, of even date with this Amendment, and is secured by the Indenture of Mortgage, and all related financing statements, pursuant to the above-quoted "future advances" clause.

NOW THEREFORE:

1. Notice is hereby given that the Indenture of Mortgage, and all related financing statements, secure and are related to the \$403,518 additional advance of even date herewith, in addition to the original \$5,200,000 loan.

2. Borrowers further, and as additional security for the \$403,518 extension of credit of even date herewith, grant to and create in Lender a security interest, as defined by the Utah Uniform Commercial Code, in all "Collateral" as that term is defined in the Indenture of Mortgage, and do assign and grant to Lender all of the estate, right, title and interest of Borrowers in and to the "Schedule II Real Property" and the "Schedule III Real Property", as those terms are defined in the Indenture of Mortgage,

BOOK 5428 PAGE 2734


provided, however, that notwithstanding the acceptance by Lender of such assignment, for purposes of the imposition or assumption of any obligations of Borrowers as lessees, sublessees or assignees of the Schedule II Real Property and the Schedule III Real Property, as the case may be, such imposition or assumption of obligations shall only be effective after the occurrence of a default (as defined in the Indenture of Mortgage) and the affirmative election by Lender to accept such obligations; provided further, that such affirmative election by Lender need not be exercised at all or may be exercised with respect to any one or more of the Schedule II Real Properties and the Schedule III Real Properties. Borrowers shall have no right to revoke the aforesaid assignment during the time that any obligation or indebtedness secured by the Indenture of Mortgage and this Amendment remains outstanding and Borrowers shall make no other assignment, transfer or other disposition of their estate, right, title or interest in and to the Schedule II Real Property and the Schedule III Real Property, except as permitted by the Indenture of Mortgage.

3. All terms, conditions, agreements, covenants, representations, and warranties set forth in the Indenture of Mortgage remain in full force and effect, and are specifically reaffirmed hereby.

4. This Amendment shall be signed in any number of duplicates and counterparts, each of which shall be deemed an original, and such counterparts and duplicates shall together constitute one and the same instrument.

IN WITNESS WHEREOF, Borrowers have executed this Indenture on the 27th day of December, 1982.

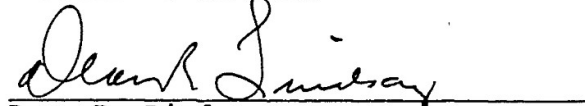
BORROWERS:



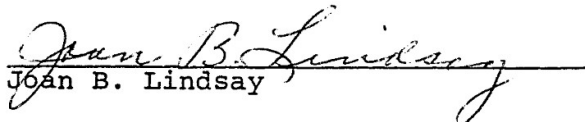
Scott M. Waldron



Barbara J. Waldron



Dean R. Lindsay



Joan B. Lindsay

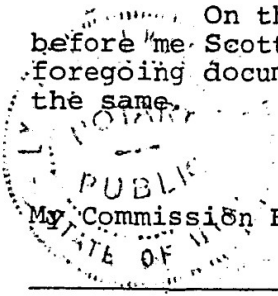
LENDER:

FIRST SECURITY BANK OF UTAH, N.A.

By James E. Bradford.
Title: Vice President

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 28th day of December, 1982, personally appeared before me Scott M. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.

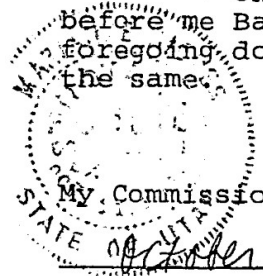


My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 29 day of December, 1982, personally appeared before me Barbara J. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that she executed the same.

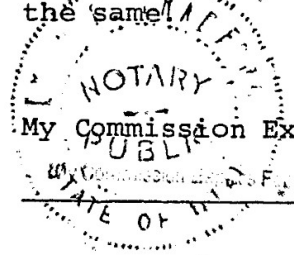


My Commission Expires: October 11, 1986

Marianne Riches
Notary Public
Residing at: Salt Lake County

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 27th day of December, 1982, personally appeared before me Dean R. Lindsay, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.



My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

BOOK 5428 PAGE 2736

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 27th day of December, 1982, personally appeared before me Joan B. Lindsay, known by me to be the signer of the foregoing document, who duly acknowledged to me that she executed the same.

My Commission Expires:

My Commission Expires Feb. 9, 1985

Lynn E Bradford.
Notary Public
Residing at: Salt Lake City, Utah

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 29th day of December, 1982, personally appeared before me Lynn E. Bradford, who being by me duly sworn did say that he is the Vice President of First Security Bank of Utah, N.A., and that said instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and said Lynn E. Bradford acknowledged to me that said corporation executed the same.

My Commission Expires:

April 5, 1986

Newell K Garff
Notary Public
Residing at: Salt Lake City, Utah

BOOK 5428
PAGE 2737

Schedule II-A

(Borrower as Lessee)

LEASE AGREEMENTS ASSIGNED TO LENDER AS COLLATERAL
FOR OBLIGATIONS OF BORROWERS PURSUANT TO INDENTURE
OF MORTGAGE AND LOAN AGREEMENT DATED AUGUST 2, 1982

Leaseholds Situate in Salt Lake County, State of Utah

Lessor: Dee's, Inc.
Location Code: A

Lessee:
Scott M. Waldron

Date of Lease:
August 2, 1982

Legal Description:

Parcel "A": Beginning at a point on the North line of Lot 5, Block 58, Plat "C", Salt Lake City Survey, said point being N 89°58'38" E along said North line 264.132 feet from the N.W. corner of said Lot 5, said point also being N 89°58'38" E along the North Temple monument line 331.338 feet from a Salt Lake City monument in the intersection of said North Temple and 900 West Streets; thence N 89°58'38" E 66.034 feet to the N.W. corner of Lot 6, said Block 58; thence N 89°58'38" E along the North line of said Lot 6, 123.814 feet to the N.W. corner of the property deeded by quit-claim deed #2436079; thence along the West line of said property S 0°02'29" E 136.966 feet, S 58°24'52" W 13.315 feet, S 89°58'38" W 28.105 feet and S 2°52'10" W 21.191 feet; thence S 89°58'50" W 149.238 feet; thence N 0°02'05" W 165.091 feet to the point of beginning, containing 0.70 acre.

Together with the right of use with Lessor and others a right of ingress and egress from 900 West Street to the above property and the right to park with Lessor and others on the following described property identified as Parcel "B". Both the right-of-way to 900 West Street and the parking on the following described property are granted only so long as Lessor has the right and control of such. Lessor makes no warranties as to the amount of time which Lessor shall have control of the same.

BOOK 5428 PAGE 2738

Parcel "B": Beginning at the S.W. corner of Parcel "A", said point being N 89°58'38" E 264.132 feet along the North line of Lot 5, Block 58, Plat "C", Salt Lake City Survey, and S 0°02'05" E 165.091 feet from the N.W. corner of said Lot 5, said point also being N 89°58'38" E along the North Temple monument line 331.338 feet and S 0°02'05" E 240.079 feet from a monument in the intersection of said North Temple and 900 West Streets; thence N 89°58'50" along the South line of said Parcel "A", 149.238 feet to a point on the West line of property deeded by quit-claim deed #2436079; thence along said West line S 2°52'10" W 8.324 feet, S 32°20'05" W 14.948 feet and S 0°02'05" W 74.787 feet; thence N 0°02'05" W 16.509 feet to the S.E. corner of said Lot 5; thence S 89°58'56" W along the South line of said Lot 5, 66.034 feet; thence N 0°02'05" W 66.051 feet to the point of beginning, containing 0.255 acre.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to retained adjacent property, as well as access to the meter box located on said premises.
2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.
3. Common parking over that part of the premises lying west of the present building for Lessor's customers and invitees and those of its landlord, Anderson Investment Corporation.
4. The restriction that Lessee put no barriers to prevent employees, customers and invitees of Lessor and those of Lessor's landlord from crossing from the adjoining property over the above-described premises to and from North Temple Street.
5. Lessor is retaining for itself and for its landlord, Anderson Investment Corporation, and such is not to be considered part of the leased premises,

BOOK 5428
PAGE 2739

Parcel "B": Beginning at the S.W. corner of Parcel "A", said point being N 89°58'38" E 264.132 feet along the North line of Lot 5, Block 58, Plat "C", Salt Lake City Survey, and S 0°02'05" E 165.091 feet from the N.W. corner of said Lot 5, said point also being N 89°58'38" E along the North Temple monument line 331.338 feet and S 0°02'05" E 240.079 feet from a monument in the intersection of said North Temple and 900 West Streets; thence N 89°58'50" along the South line of said Parcel "A", 149.238 feet to a point on the West line of property deeded by quit-claim deed #2436079; thence along said West line S 2°52'10" W 8.324 feet, S 32°20'05" W 14.948 feet and S 0°02'05" W 74.787 feet; thence N 0°02'05" W 16.509 feet to the S.E. corner of said Lot 5; thence S 89°58'56" W along the South line of said Lot 5, 66.034 feet; thence N 0°02'05" W 66.051 feet to the point of beginning, containing 0.255 acre.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to retained adjacent property, as well as access to the meter box located on said premises.
2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.
3. Common parking over that part of the premises lying west of the present building for Lessor's customers and invitees and those of its landlord, Anderson Investment Corporation.
4. The restriction that Lessee put no barriers to prevent employees, customers and invitees of Lessor and those of Lessor's landlord from crossing from the adjoining property over the above-described premises to and from North Temple Street.
5. Lessor is retaining for itself and for its landlord, Anderson Investment Corporation, and such is not to be considered part of the leased premises,

BOOK 5428
PAGE 2739

adjoining property not included in the Lease, together with a right of ingress and egress over the above-described property as follows: from North Temple Street to the property that Lessor and its said Landlord are retaining on the south and west sides of the property being leased herein.

Lessor: Anderson Investment Corp. Lessee: Scott M. Waldron Date of Lease: August 3, 1982
Location Code: B

Legal Description:

Beginning at a point on the South line of Lot 2, Block 2, 5 Acre Plat "A", Big Field Survey, said point being N 89°51'45" W along said South line 274.176 feet from the Southeast corner of said Lot 2, said point also being N 89°58'51" W along the 2100 South Street Monument line 277.837 feet and N 0°06'23" E 37.017 feet from a Salt Lake City Monument in the intersection of said 2100 South and 800 East Streets; thence N 89°51'45" W along said South line 167.023 feet to a point on the extension of the East line of a 3-foot sidewalk; thence N 0°01'43" E along the East line of said sidewalk and its extension 198.10 feet; thence S 89°51'45" E 167.292 feet; thence S 0°06'23" W 198.10 feet to the point of beginning, containing 0.76 acre.

Together with joint access with Lessor and others Lessor authorizes to and from Lake Street on the north to the extent and as long as Anderson Investment Corporation has such right. Lessor makes no warranties either to the extent or for the time of such access.

- Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to retained adjacent property.

2. All easements and restrictions shown on the title report attached and those observable on the land,

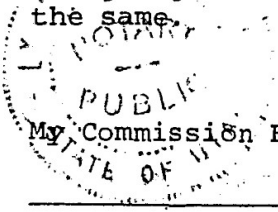
LENDER:

FIRST SECURITY BANK OF UTAH, N.A.

By James E. Bradford.
Title: Vice President

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 28th day of December, 1982, personally appeared before me Scott M. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.

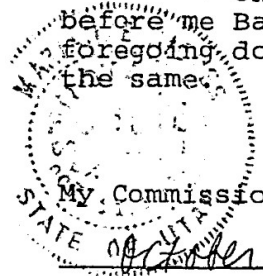


My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 29 day of December, 1982, personally appeared before me Barbara J. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that she executed the same.

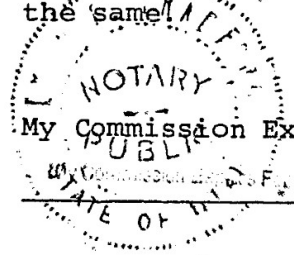


My Commission Expires: October 11, 1986

Marianne Riches
Notary Public
Residing at: Salt Lake County

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 27th day of December, 1982, personally appeared before me Dean R. Lindsay, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.



My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

BOOK 5428 PAGE 2736

First Security Bank
405 South Main Street
P. O. Box 720
Salt Lake City, Utah 84110
Attention: Lynn Bradford.

5400
REF: Lynn Bradford
SECURITY TITLE CO.

DEC 31 2 32 PM '82
KATIE LARSON
RECORDED
SALT LAKE COUNTY
UTAH

3744759

AMENDMENT TO INDENTURE OF MORTGAGE
AND NOTICE OF ADDITIONAL ADVANCE

THIS AMENDMENT TO INDENTURE OF MORTGAGE, DEED OF TRUST AND SECURITY AGREEMENT with assignment of leases, rents, and accounts, notice of additional advance (hereinafter called the "Amendment") is made and entered into and executed in as many duplicate originals as shall be required for recording purposes as of the 27th day of December, 1982, by and between Scott M. Waldron, Barbara J. Waldron, Dean R. Lindsay, and Joan B. Lindsay (hereinafter collectively called "Borrowers"), as mortgagors, debtors, trustors, and/or assignors, as the case may be determined pursuant to provisions of the original "Indenture of Mortgage" (as that term is defined below), and First Security Bank of Utah, National Association, a national banking corporation of the United States of America (hereinafter called "Lender").

WHEREAS, Lender has previously loaned Borrowers the sum of \$5,200,000 pursuant to a Loan Agreement (the "Loan Agreement") and Promissory Note (the "Note") dated as of August 3, 1982, and

WHEREAS, the obligations of Borrowers pursuant to the Loan Agreement, Note and related documents were secured in part by an "Indenture of Mortgage, Deed of Trust, and Security Agreement" with relating financing statements both dated as of August 3, 1982 (collectively the "Indenture of Mortgage") by which Lender obtained a perfected security interest and/or lien in the "Collateral" and the "Real Property" as those terms are defined in the Indenture of Mortgage, and

WHEREAS, the Indenture of Mortgage (and related financing statement) was recorded as follows:

- A. On the real property described in Schedules II-A and III-A attached hereto, as Entry No. 370223¹ in Book 5402 at Page 2795 et seq., and Entry No. 3702232 in Book 5402 at Page 2903 et seq., both in the official records of the Salt Lake County Recorder;
- B. On the real property described in Schedules II-B and III-B attached hereto, as Entry No. 620866 in Book 911 at Page 466 et seq., and Entry No. 620867 in Book 911 at Page 574 et seq., both in the official records of the Davis County Recorder;
- C. On the real property described in Schedule II-C attached hereto, as Entry Nos. 862233 and 862234, respectively, both in the official records of the Weber County Recorder;

BOOK 5428 PAGE 2733

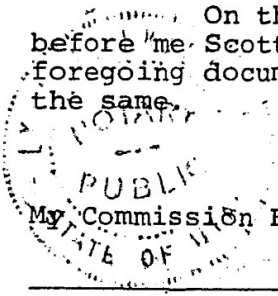
LENDER:

FIRST SECURITY BANK OF UTAH, N.A.

By James E. Bradford.
Title: Vice President

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 28th day of December, 1982, personally appeared before me Scott M. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.

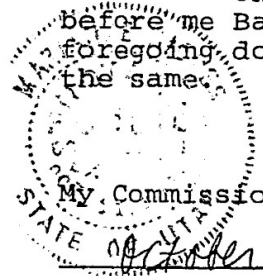


My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 29 day of December, 1982, personally appeared before me Barbara J. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that she executed the same.

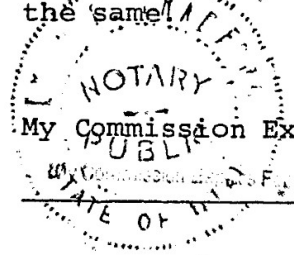


My Commission Expires: October 11, 1986

Marianne Riches
Notary Public
Residing at: Salt Lake County

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 27th day of December, 1982, personally appeared before me Dean R. Lindsay, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.



My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

BOOK 5428 PAGE 2736

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 27th day of December, 1982, personally appeared before me Joan B. Lindsay, known by me to be the signer of the foregoing document, who duly acknowledged to me that she executed the same.

My Commission Expires:

My Commission Expires Feb. 9, 1985

Lynn E Bradford.
Notary Public
Residing at: Salt Lake City, Utah

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 29th day of December, 1982, personally appeared before me Lynn E. Bradford, who being by me duly sworn did say that he is the Vice President of First Security Bank of Utah, N.A., and that said instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and said Lynn E. Bradford acknowledged to me that said corporation executed the same.

My Commission Expires:

April 5, 1986

Newell K Garff
Notary Public
Residing at: Salt Lake City, Utah

BOOK 5428
PAGE 2737

Schedule II-A

(Borrower as Lessee)

LEASE AGREEMENTS ASSIGNED TO LENDER AS COLLATERAL
FOR OBLIGATIONS OF BORROWERS PURSUANT TO INDENTURE
OF MORTGAGE AND LOAN AGREEMENT DATED AUGUST 2, 1982

Leaseholds Situate in Salt Lake County, State of Utah

Lessor: Dee's, Inc.
Location Code: A

Lessee:
Scott M. Waldron

Date of Lease:
August 2, 1982

Legal Description:

Parcel "A": Beginning at a point on the North line of Lot 5, Block 58, Plat "C", Salt Lake City Survey, said point being N 89°58'38" E along said North line 264.132 feet from the N.W. corner of said Lot 5, said point also being N 89°58'38" E along the North Temple monument line 331.338 feet from a Salt Lake City monument in the intersection of said North Temple and 900 West Streets; thence N 89°58'38" E 66.034 feet to the N.W. corner of Lot 6, said Block 58; thence N 89°58'38" E along the North line of said Lot 6, 123.814 feet to the N.W. corner of the property deeded by quit-claim deed #2436079; thence along the West line of said property S 0°02'29" E 136.966 feet, S 58°24'52" W 13.315 feet, S 89°58'38" W 28.105 feet and S 2°52'10" W 21.191 feet; thence S 89°58'50" W 149.238 feet; thence N 0°02'05" W 165.091 feet to the point of beginning, containing 0.70 acre.

Together with the right of use with Lessor and others a right of ingress and egress from 900 West Street to the above property and the right to park with Lessor and others on the following described property identified as Parcel "B". Both the right-of-way to 900 West Street and the parking on the following described property are granted only so long as Lessor has the right and control of such. Lessor makes no warranties as to the amount of time which Lessor shall have control of the same.

BOOK 5428 PAGE 2738

First Security Bank
405 South Main Street
P. O. Box 720
Salt Lake City, Utah 84110
Attention: Lynn Bradford.

5400
REF: Lynn Bradford
SECURITY TITLE CO.

DEC 31 2 32 PM '82
KATIE LARSON
RECORDED
SALT LAKE COUNTY
UTAH

3744759

AMENDMENT TO INDENTURE OF MORTGAGE
AND NOTICE OF ADDITIONAL ADVANCE

THIS AMENDMENT TO INDENTURE OF MORTGAGE, DEED OF TRUST AND SECURITY AGREEMENT with assignment of leases, rents, and accounts, notice of additional advance (hereinafter called the "Amendment") is made and entered into and executed in as many duplicate originals as shall be required for recording purposes as of the 27th day of December, 1982, by and between Scott M. Waldron, Barbara J. Waldron, Dean R. Lindsay, and Joan B. Lindsay (hereinafter collectively called "Borrowers"), as mortgagors, debtors, trustors, and/or assignors, as the case may be determined pursuant to provisions of the original "Indenture of Mortgage" (as that term is defined below), and First Security Bank of Utah, National Association, a national banking corporation of the United States of America (hereinafter called "Lender").

WHEREAS, Lender has previously loaned Borrowers the sum of \$5,200,000 pursuant to a Loan Agreement (the "Loan Agreement") and Promissory Note (the "Note") dated as of August 3, 1982, and

WHEREAS, the obligations of Borrowers pursuant to the Loan Agreement, Note and related documents were secured in part by an "Indenture of Mortgage, Deed of Trust, and Security Agreement" with relating financing statements both dated as of August 3, 1982 (collectively the "Indenture of Mortgage") by which Lender obtained a perfected security interest and/or lien in the "Collateral" and the "Real Property" as those terms are defined in the Indenture of Mortgage, and

WHEREAS, the Indenture of Mortgage (and related financing statement) was recorded as follows:

- A. On the real property described in Schedules II-A and III-A attached hereto, as Entry No. 370223¹ in Book 5402 at Page 2795 et seq., and Entry No. 3702232 in Book 5402 at Page 2903 et seq., both in the official records of the Salt Lake County Recorder;
- B. On the real property described in Schedules II-B and III-B attached hereto, as Entry No. 620866 in Book 911 at Page 466 et seq., and Entry No. 620867 in Book 911 at Page 574 et seq., both in the official records of the Davis County Recorder;
- C. On the real property described in Schedule II-C attached hereto, as Entry Nos. 862233 and 862234, respectively, both in the official records of the Weber County Recorder;

BOOK 5428 PAGE 2733

D. On the real property described in Schedule II-D attached hereto, as Entry Nos. 453534 and 453535, respectively, both in the official records of the Cache County Recorder;

E. On the real property described in Schedule II-E attached hereto, as Entry No. 20069 in Book 1996 at Page 226 et seq., and as Entry No. 20070 in Book 1996 at Page 334 et seq. of the official records of the Utah County Recorder, and

WHEREAS, the Indenture of Mortgage secured "future advances" by Lender to Borrowers, pursuant to section (c) at pages 2 and 3 which described the indebtedness secured and stated:

Payment of all other sums on any and every account, whether or not the same are mature, contingent or direct, with interest thereon, which may hereafter be loaned or advanced ("future advances") to Borrowers or their successor(s) or assigns, or any one of them by the Lender, either separately or jointly, when the same are evidenced by a promissory note or notes or other evidence of indebtedness which recite that they are secured by this Indenture (such obligations shall be established, prima facie, by the books and records of Lender).

WHEREAS, Lender has loaned, advanced and/or extended additional credit to Borrowers in the principal amount of \$403,518, which loan, advance and/or extension of credit to Borrowers is evidenced by an Amendment to Loan Agreement, of even date with this Amendment, and is secured by the Indenture of Mortgage, and all related financing statements, pursuant to the above-quoted "future advances" clause.

NOW THEREFORE:

1. Notice is hereby given that the Indenture of Mortgage, and all related financing statements, secure and are related to the \$403,518 additional advance of even date herewith, in addition to the original \$5,200,000 loan.

2. Borrowers further, and as additional security for the \$403,518 extension of credit of even date herewith, grant to and create in Lender a security interest, as defined by the Utah Uniform Commercial Code, in all "Collateral" as that term is defined in the Indenture of Mortgage, and do assign and grant to Lender all of the estate, right, title and interest of Borrowers in and to the "Schedule II Real Property" and the "Schedule III Real Property", as those terms are defined in the Indenture of Mortgage,

BOOK 5428 PAGE 2734


provided, however, that notwithstanding the acceptance by Lender of such assignment, for purposes of the imposition or assumption of any obligations of Borrowers as lessees, sublessees or assignees of the Schedule II Real Property and the Schedule III Real Property, as the case may be, such imposition or assumption of obligations shall only be effective after the occurrence of a default (as defined in the Indenture of Mortgage) and the affirmative election by Lender to accept such obligations; provided further, that such affirmative election by Lender need not be exercised at all or may be exercised with respect to any one or more of the Schedule II Real Properties and the Schedule III Real Properties. Borrowers shall have no right to revoke the aforesaid assignment during the time that any obligation or indebtedness secured by the Indenture of Mortgage and this Amendment remains outstanding and Borrowers shall make no other assignment, transfer or other disposition of their estate, right, title or interest in and to the Schedule II Real Property and the Schedule III Real Property, except as permitted by the Indenture of Mortgage.

3. All terms, conditions, agreements, covenants, representations, and warranties set forth in the Indenture of Mortgage remain in full force and effect, and are specifically reaffirmed hereby.

4. This Amendment shall be signed in any number of duplicates and counterparts, each of which shall be deemed an original, and such counterparts and duplicates shall together constitute one and the same instrument.

IN WITNESS WHEREOF, Borrowers have executed this Indenture on the 27th day of December, 1982.

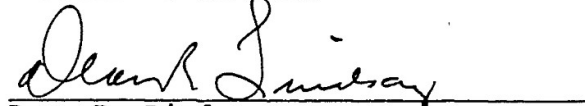
BORROWERS:



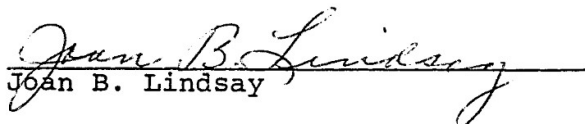
Scott M. Waldron



Barbara J. Waldron



Dean R. Lindsay



Joan B. Lindsay

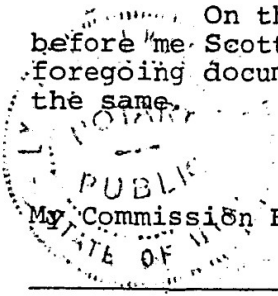
LENDER:

FIRST SECURITY BANK OF UTAH, N.A.

By James E. Bradford.
Title: Vice President

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 28th day of December, 1982, personally appeared before me Scott M. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.

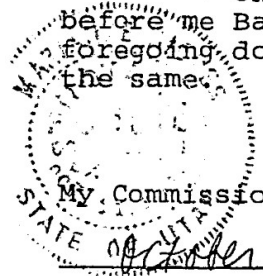


My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 29 day of December, 1982, personally appeared before me Barbara J. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that she executed the same.

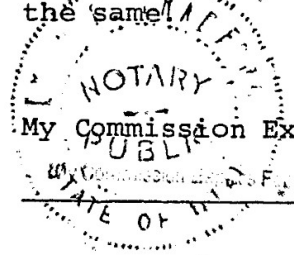


My Commission Expires: October 11, 1986

Marianne Riches
Notary Public
Residing at: Salt Lake County

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 27th day of December, 1982, personally appeared before me Dean R. Lindsay, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.



My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

BOOK 5428 PAGE 2736

Parcel "B": Beginning at the S.W. corner of Parcel "A", said point being N 89°58'38" E 264.132 feet along the North line of Lot 5, Block 58, Plat "C", Salt Lake City Survey, and S 0°02'05" E 165.091 feet from the N.W. corner of said Lot 5, said point also being N 89°58'38" E along the North Temple monument line 331.338 feet and S 0°02'05" E 240.079 feet from a monument in the intersection of said North Temple and 900 West Streets; thence N 89°58'50" along the South line of said Parcel "A", 149.238 feet to a point on the West line of property deeded by quit-claim deed #2436079; thence along said West line S 2°52'10" W 8.324 feet, S 32°20'05" W 14.948 feet and S 0°02'05" W 74.787 feet; thence N 0°02'05" W 16.509 feet to the S.E. corner of said Lot 5; thence S 89°58'56" W along the South line of said Lot 5, 66.034 feet; thence N 0°02'05" W 66.051 feet to the point of beginning, containing 0.255 acre.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to retained adjacent property, as well as access to the meter box located on said premises.
2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.
3. Common parking over that part of the premises lying west of the present building for Lessor's customers and invitees and those of its landlord, Anderson Investment Corporation.
4. The restriction that Lessee put no barriers to prevent employees, customers and invitees of Lessor and those of Lessor's landlord from crossing from the adjoining property over the above-described premises to and from North Temple Street.
5. Lessor is retaining for itself and for its landlord, Anderson Investment Corporation, and such is not to be considered part of the leased premises,

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Parcel "B": Beginning at the S.W. corner of Parcel "A", said point being N 89°58'38" E 264.132 feet along the North line of Lot 5, Block 58, Plat "C", Salt Lake City Survey, and S 0°02'05" E 165.091 feet from the N.W. corner of said Lot 5, said point also being N 89°58'38" E along the North Temple monument line 331.338 feet and S 0°02'05" E 240.079 feet from a monument in the intersection of said North Temple and 900 West Streets; thence N 89°58'50" along the South line of said Parcel "A", 149.238 feet to a point on the West line of property deeded by quit-claim deed #2436079; thence along said West line S 2°52'10" W 8.324 feet, S 32°20'05" W 14.948 feet and S 0°02'05" W 74.787 feet; thence N 0°02'05" W 16.509 feet to the S.E. corner of said Lot 5; thence S 89°58'56" W along the South line of said Lot 5, 66.034 feet; thence N 0°02'05" W 66.051 feet to the point of beginning, containing 0.255 acre.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to retained adjacent property, as well as access to the meter box located on said premises.
2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.
3. Common parking over that part of the premises lying west of the present building for Lessor's customers and invitees and those of its landlord, Anderson Investment Corporation.
4. The restriction that Lessee put no barriers to prevent employees, customers and invitees of Lessor and those of Lessor's landlord from crossing from the adjoining property over the above-described premises to and from North Temple Street.
5. Lessor is retaining for itself and for its landlord, Anderson Investment Corporation, and such is not to be considered part of the leased premises,

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adjoining property not included in the Lease, together with a right of ingress and egress over the above-described property as follows: from North Temple Street to the property that Lessor and its said Landlord are retaining on the south and west sides of the property being leased herein.

Lessor: Anderson Investment Corp. Lessee: Scott M. Waldron Date of Lease: August 3, 1982
Location Code: B

Legal Description:

Beginning at a point on the South line of Lot 2, Block 2, 5 Acre Plat "A", Big Field Survey, said point being N 89°51'45" W along said South line 274.176 feet from the Southeast corner of said Lot 2, said point also being N 89°58'51" W along the 2100 South Street Monument line 277.837 feet and N 0°06'23" E 37.017 feet from a Salt Lake City Monument in the intersection of said 2100 South and 800 East Streets; thence N 89°51'45" W along said South line 167.023 feet to a point on the extension of the East line of a 3-foot sidewalk; thence N 0°01'43" E along the East line of said sidewalk and its extension 198.10 feet; thence S 89°51'45" E 167.292 feet; thence S 0°06'23" W 198.10 feet to the point of beginning, containing 0.76 acre.

Together with joint access with Lessor and others Lessor authorizes to and from Lake Street on the north to the extent and as long as Anderson Investment Corporation has such right. Lessor makes no warranties either to the extent or for the time of such access.

- Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to retained adjacent property.

2. All easements and restrictions shown on the title report attached and those observable on the land,

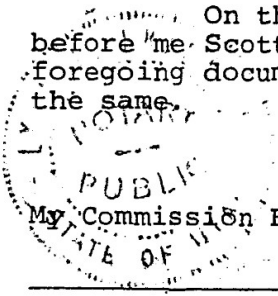
LENDER:

FIRST SECURITY BANK OF UTAH, N.A.

By James E. Bradford.
Title: Vice President

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 28th day of December, 1982, personally appeared before me Scott M. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.

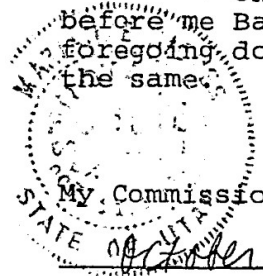


My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 29 day of December, 1982, personally appeared before me Barbara J. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that she executed the same.

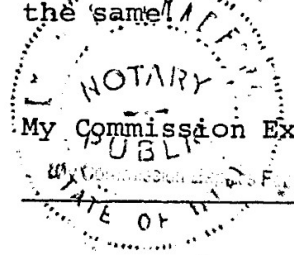


My Commission Expires: October 11, 1986

Marianne Riches
Notary Public
Residing at: Salt Lake County

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 27th day of December, 1982, personally appeared before me Dean R. Lindsay, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.



My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

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First Security Bank
405 South Main Street
P. O. Box 720
Salt Lake City, Utah 84110
Attention: Lynn Bradford.

5400
REF: Lynn Bradford
SECURITY TITLE CO.

DEC 31 2 32 PM '82
KALIE LARSON
RECORDED
SALT LAKE COUNTY
UTAH

3744759

AMENDMENT TO INDENTURE OF MORTGAGE
AND NOTICE OF ADDITIONAL ADVANCE

THIS AMENDMENT TO INDENTURE OF MORTGAGE, DEED OF TRUST AND SECURITY AGREEMENT with assignment of leases, rents, and accounts, notice of additional advance (hereinafter called the "Amendment") is made and entered into and executed in as many duplicate originals as shall be required for recording purposes as of the 27th day of December, 1982, by and between Scott M. Waldron, Barbara J. Waldron, Dean R. Lindsay, and Joan B. Lindsay (hereinafter collectively called "Borrowers"), as mortgagors, debtors, trustors, and/or assignors, as the case may be determined pursuant to provisions of the original "Indenture of Mortgage" (as that term is defined below), and First Security Bank of Utah, National Association, a national banking corporation of the United States of America (hereinafter called "Lender").

WHEREAS, Lender has previously loaned Borrowers the sum of \$5,200,000 pursuant to a Loan Agreement (the "Loan Agreement") and Promissory Note (the "Note") dated as of August 3, 1982, and

WHEREAS, the obligations of Borrowers pursuant to the Loan Agreement, Note and related documents were secured in part by an "Indenture of Mortgage, Deed of Trust, and Security Agreement" with relating financing statements both dated as of August 3, 1982 (collectively the "Indenture of Mortgage") by which Lender obtained a perfected security interest and/or lien in the "Collateral" and the "Real Property" as those terms are defined in the Indenture of Mortgage, and

WHEREAS, the Indenture of Mortgage (and related financing statement) was recorded as follows:

A. On the real property described in Schedules II-A and III-A attached hereto, as Entry No. 370223¹ in Book 5402 at Page 2795 et seq., and Entry No. 3702232 in Book 5402 at Page 2903 et seq., both in the official records of the Salt Lake County Recorder;

B. On the real property described in Schedules II-B and III-B attached hereto, as Entry No. 620866 in Book 911 at Page 466 et seq., and Entry No. 620867 in Book 911 at Page 574 et seq., both in the official records of the Davis County Recorder;

C. On the real property described in Schedule II-C attached hereto, as Entry Nos. 862233 and 862234, respectively, both in the official records of the Weber County Recorder;

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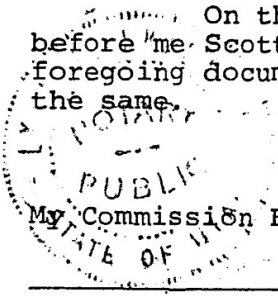
LENDER:

FIRST SECURITY BANK OF UTAH, N.A.

By James E. Bradford.
Title: Vice President

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 28th day of December, 1982, personally appeared before me Scott M. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.

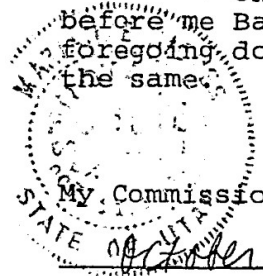


My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 29 day of December, 1982, personally appeared before me Barbara J. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that she executed the same.

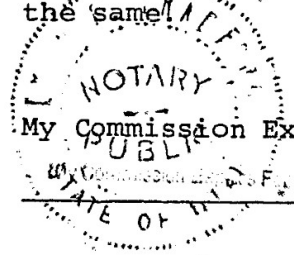


My Commission Expires: October 11, 1986

Marianne Riches
Notary Public
Residing at: Salt Lake County

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 27th day of December, 1982, personally appeared before me Dean R. Lindsay, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.



My Commission Expires: _____

James E. Bradford.
Notary Public
Residing at: Salt Lake City, Utah

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