

EN 1088239 BK1567 PG 766 DOUG CROFTS, WEBER COUNTY RECORDER 1989 SEP 06 10:36 AM FEE 9.00 DEP SM AMENDMENT TO THUST DEED TITLE

ASSIGNMENT OF RESTS

WHEREAS, On the 14th day of May, 1985, NORTHERN UTAH INAGING CENTER LIMITED PARTMERSHIP a/k/a NORTHERN UTAH IMAGING CENTER LIMITED PARTMERSHIP, a/k/a Northern Utah Imaging Center, a Utah Limited Partnership, as Trustor, SECURITY TITLE COMPANY, as Trustee, and RICHARDS WOODBURY NORTGAGE CORPORATION, as Beneficiary entered into a "Trust Deed with Assignment of Rents", relating to property hereinafter described on Exhibit "A" attached hereto which Trust Deed was later assigned to CANADA LIFE ASSURANCE COMPANY; and

NOW THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, and said Trust Deed is hereby amended as follows:

- 1. NORTHERN UTAH IMAGING CENTER LIMITED PARTMERSHIP, a/k/a NORTHERN UTAH IMAGING CENTER, a Utah limited partmership, as Trustor, hereby conveys and warrants to SECURITY TITLE COMPANY, as Trustoe in trust, with the Power of Sale, that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference; together with all buildings, fixtures owned by the Trustor (including but not limited to heating, air conditioning, plumbing, and electrical fixtures and equipment), and improvements thereto and all water rights, right of way easements, rents, issues, profits, income, tenements, hereditament, privileges, and appurtenances thereunto belonging, now hereinafter used or enjoyed with the Property, as that term is hereinafter defined, or any part thereof, all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the Property or any portion of the Property, the proceeds of insurance paid on account of partial or total destruction of any improvements on the Property or any portion thereof, SUBJECT HOMEVER, to the right, power and authority hereinafter given in the aforesaid Trust Deed to and conferred upon the Beneficiary to collect and apply such rents, issues, and profits (collectively the "Property")
- 2. This conveyance by Trustor of the Exhibit "A" parcel is for purposes of further securing the Promissory Note dated May 14, 1985 in the original principal sum of ONE MILLION SIXTY THOUSAND DOLLARS (\$1,060,000.00) made by Trustor and the performance of all covenants of Trustor, under the aforesaid Trust Deed with Assignment of Rents, dated May 14, 1985.
- 3. All terms and conditions of the aforesaid "Trust Deed with Assignment of Rents" dated May 14, 1985 are to be applied and apply to the parcel hereby conveyed as though said parcel had been originally conveyed in Trust Deed.

DATED this _97 day of August, 1989.

TRUSTOR:

NORTHERN UTAH IMAGING CENTER
LIMITED PARTNERSHIP a/k/a/ NORTHERN UTAH
IMAGING CENTER, a Utah Limited
Partnership, by and through its
General Partner

SEVEN OGDEN SYNDICATE, a Utah General Partnership; General Partner

By Wallace R. Hoodbury Trustee

Whitehal Whedhuis

W. Richards Woodbury, General Partner

STATE OF UTAH

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this to day of August, 1989, by Wallace R. Woodbury, Trustee, general partner of Seven Ogden Syndicate, the general partner of Northern Ut adventur Center Limited Partnership.

Commission spires:

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COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this day of August, 1989, by W. Richards Woodbury, general partner of Seven Ogden Syndicate, the general partner of Northern Utah Imaging Center Limited Fartnership.

My County Line emires:

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EXHIBIT "A"

A part of the Southeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Wast line of Adams Avenue which is 1231.87 feat North 0°26'00" East along the East line of said Section 17 and 66.00 feat North 89°34'00" West from the Southeast corner of said Section 17; and running thence South 72°24'35" West 268.99 feat; thence North 17°35'25" West 73.92 feat; thence North 62°35'25" West 28.28 feat; thence North 17°35'25" West 27.53 feat; thence North 72°24'35" East 20.00 feat; thence South 17°35'25" East 23.39 feat; thence North 72°24'35" East 27.53 feat; thence North 72°24'35" East 27.54 feat 17.50 feat; thence South 17°35'25" East 25.00 feat; thence North 72°24'35" East 275.26 feat to the said West line of Adams Avenue; thence South 0°26'00" West 78.49 feat along said West line of Adams Avenue to the point of beginning.

Containing approximately 0.498 acre or 21,709 square feet. 07-053-0024



