

8956630

RECORDATION REQUESTED BY:
'ZIONS FIRST NATIONAL BANK'
REAL ESTATE CONSTRUCTION
ONE SOUTH MAIN, SUITE 1450
SALT LAKE CITY, UT 84111

WHEN RECORDED MAIL TO:
'ZIONS FIRST NATIONAL BANK'
REAL ESTATE CONSTRUCTION
ONE SOUTH MAIN, SUITE 1450
SALT LAKE CITY, UT 84111

SEND TAX NOTICES TO:
"AND JUSTICE FOR ALL"
205 NORTH 400 WEST
SALT LAKE CITY, UT 84114

8956630
01/22/2004 09:26 AM 13.00
Book - 8936 Pg - 4287-4288
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: SBH, DEPUTY - WT 2 P.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



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THIS MODIFICATION OF DEED OF TRUST dated December 4, 2003, is made and executed between "AND JUSTICE FOR ALL", 205 NORTH 400 WEST, SALT LAKE CITY, UT 84114 ("Trustor") and 'ZIONS FIRST NATIONAL BANK', REAL ESTATE CONSTRUCTION, ONE SOUTH MAIN, SUITE 1450, SALT LAKE CITY, UT 84111 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated March 28, 2002 (the "Deed of Trust") which has been recorded in SALT LAKE County, State of Utah, as follows:

RECORDED MARCH 28, 2002 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AS ENTRY NO. 8188556, BOOK NO. 8581, PAGE NO. 4538.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in SALT LAKE County, State of Utah:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 101, PLAT "A" SALT LAKE CITY SURVEY AND RUNNING THENCE ALONG THE EAST BOUNDARY LINE OF SAID LOT 1 NORTH 00 DEGREES 06' 30" WEST 132.07 FEET; THENCE SOUTH 89 DEGREES 54' 06" WEST 165.07 FEET; THENCE SOUTH 00 DEGREES 06' 30" EAST 132.07 FEET TO THE SOUTH BOUNDARY LINE OF SAID LOT 1; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 1 NORTH 89 DEGREES 54' 06" EAST 165.07 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO A RIGHT OF WAY FOR ACCESS PURPOSES OVER ALONG AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT EAST 150.00 FEET FROM THE SOUTHEAST CORNER OF LOT 1, BLOCK 101, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE NORTH 132.00 FEET; THENCE WEST 35 FEET; THENCE SOUTH 132.00 FEET; THENCE EAST 35 FEET TO THE POINT OF BEGINNING

The Real Property or its address is commonly known as 205 NORTH 400 WEST, SALT LAKE CITY, UT 84103. The Real Property tax identification number is 08-36-328-011-0000

MODIFICATION. Lender and Trustor hereby modify the Deed of Trust as follows:

THE PROMISSORY NOTE AS DEFINED IN THE DEED OF TRUST ("ORIGINAL NOTE") IS HEREBY AMENDED, RESTATED, AND REPLACED BY A PROMISSORY NOTE EXECUTED BY BORROWER PAYABLE TO LENDER DATED DECEMBER 4, 2003, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$840,000.00 (THE "AMENDED AND RESTATED PROMISSORY NOTE"), TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR THE PROMISSORY NOTE OR AGREEMENT. THE AMENDED AND RESTATED PROMISSORY NOTE EVIDENCES A REVOLVING LINE OF CREDIT.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions. Trustor hereby ratifies and affirms that Trustor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Trustor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in

MODIFICATION OF DEED OF TRUST
(Continued)

existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED DECEMBER 4, 2003.

TRUSTOR:

"AND JUSTICE FOR ALL"

By: John A. Beckstead
JOHN A. BECKSTEAD, President of "AND JUSTICE FOR ALL"

LENDER:

X _____
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)



On this 19TH day of December, 20 03, before me, the undersigned Notary Public, personally appeared JOHN A. BECKSTEAD, President of "AND JUSTICE FOR ALL", and known to me to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Carolyn Lindsey Residing at Identified
Notary Public in and for the State of Utah My commission expires 10-24-05

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20 _____, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____ authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By _____ Residing at _____
Notary Public in and for the State of _____ My commission expires _____