

WHEN RECORDED, RETURN TO:

First Security Bank, N.A.  
Attn: Chris Mawson  
79 South Main #800  
Salt Lake City, Utah 84111

10-091-0083  
SE 21-4N-1W

E 1321187 B 2127 P 222  
JAMES ASHAUER, DAVIS CNTY RECORDER  
1997 MAY 6 11:16 AM FEE 19.00 DEP REC  
REC'D FOR SECURITY TITLE COMPANY

**ACCOMADATION  
RECORDING ONLY**

**AMENDMENT TO DEED OF TRUST**

This Amendment to Deed of Trust is executed as of the 30 day of April, 1997.

- A. The undersigned, as Trustors, executed that certain Trust Deed with Assignment of Rents dated January 31, 1991, in favor of Security Title Co., as Trustee, and the First Security Bank of Utah, N.A. (now known as First Security Bank, N.A.) ("First Security"), as Beneficiary (the "Deed of Trust"), which Deed of Trust was recorded February 12, 1991 as Entry No. 21187 in Book 1395 at Pages 210 of the Official Records of the Davis County, State of Utah Recorder, and relates to the real property located in Davis County, Utah, more particularly described in Exhibit "A" attached hereto and incorporated herein.
- B. Beneficiary has extended additional credit to Trustors, with the intent that such additional indebtedness will be secured by the lien of the Deed of Trust.

**NOW THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, as Trustors under the Deed of Trust hereby declares as follows:

1. The Deed of Trust is hereby amended to provide that the Deed of Trust is given as security for, in addition to all other obligations described therein the following:
  - a. payment of the indebtedness evidenced by a Non-Revolving Note dated May 9, 1994 in the original amount of \$49,50.00, executed by Steven R. Mahas, as maker, in favor of First Security;
  - b. payment of the indebtedness evidenced by a Non-Revolving Note dated December 27, 1996 in the original principal amount of \$45,000.00 executed by Steven R. Mahas, as maker, in favor of First Security;
  - c. payment of the indebtedness evidenced by a Revolving Note dated September 18, 1992 in the stated principal amount of \$125,000, executed by Steven R. Mahas, as maker, in favor of First Security;
  - d. payment of the indebtedness evidenced by a Revolving Note dated January 31, 1991, in the stated principal amount of \$75,000, executed by

Steven R. Mahas and Kathleen Mahas, as maker, in favor of First Security;

- e. payment of the indebtedness evidenced by a Promissory Note dated April 1, 1997 in the original principal balance of ~~\$81,515.30~~, executed by Steven R. Mahas, as maker, in favor of First Security; *78,044.12* *OK*
- f. Payment of the indebtedness evidenced by an Inventory Financing Note, Loan and Security Agreement dated April 30, 1997 in the maximum amount of \$100,000 executed by Steven R. Mahas, as maker, in favor of First Security; and
- g. all extensions, renewals, replacements or modifications of any of the foregoing.

2. Trustors further agree that the Deed of Trust is amended to add the following:

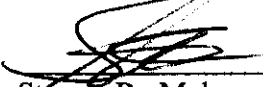
Beneficiary shall have the right to inspect the Property at reasonable times upon notice to Trustors, including inspection, sampling and testing in relation to soil conditions, the existence of hazardous materials or any other matter affecting the use, value or operation of the Property. Trustors agree to cooperate and to allow Beneficiary, or its agents, access to the Property for the purposes described herein.

3. All references to "the Note" in the Deed of Trust shall hereafter refer collectively to the Note described in the Deed of Trust, all of the notes and agreements described in paragraph 1, above, of this Amendment to Deed of Trust and to all other notes or indebtedness owed by Trustor to Beneficiary referencing an intent to be secured by the Deed of Trust.

Except as specifically modified herein, all terms of the Deed of Trust, and all documents incorporated herein by reference, remain in full force and effect.

**IN WITNESS WHEREOF**, Trustors have executed this Amendment to Deed of Trust as of the date first above written.

SIGNATURE OF TRUSTORS:

  
\_\_\_\_\_  
Steven R. Mahas

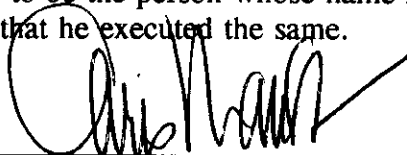
  
\_\_\_\_\_  
Kathleen Mahas

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH )  
COUNTY OF Salt Lake ) ss.

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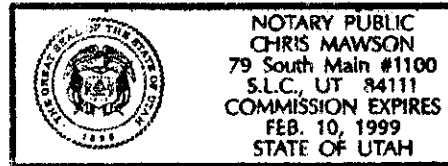
On this 30 day of April, 1997, before me, a notary public, personally appeared Steven R. Mahas, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Notary Public

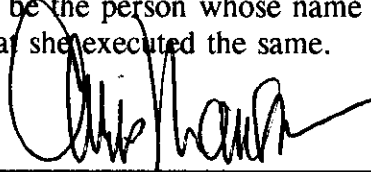
My commission expires: \_\_\_\_\_

Residing at: \_\_\_\_\_



STATE OF Utah )  
COUNTY OF Salt Lake ) ss.

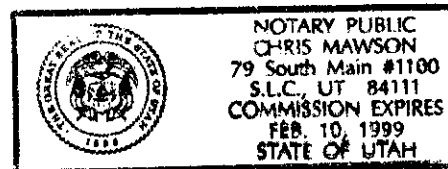
On this 30 day of April, 1997, before me, a notary public, personally appeared Kathleen Mahas, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



Notary Public

My commission expires: \_\_\_\_\_

Residing at: \_\_\_\_\_



10-091-0083

Beginning at a point South 89°19' East 833.76 feet along the Section line and North 2°29'33" West 464.86 feet from the South Quarter corner of Section 21, Township 4 North, Range 1 West, Salt Lake Meridian, in the City of Layton, and running thence North 2°29'33" West 381.2 feet, more or less, to a point 851.16 feet North of the North line of Gentile Street; thence South 89°29' East 194.07 feet; thence South 4°45' East 360.12 feet to a point North 84°26' East of the point of beginning; thence South 84°26' West 208.29 feet to the point of beginning.

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TOGETHER WITH AND SUBJECT TO a right of way 25.0 feet wide, 12.5 feet on each side of the following described centerline: Beginning on the North line of a street at a point South 89°19' East 833.76 feet along the Section line and North 2°29'33" West 33.05 feet to the North line of said street and South 89°19' East 108.44 feet along the North line of said street from the South Quarter corner of said Section 21; and running thence North 3°48' West 168.93 feet to the point of tangency with a 464.11 foot radius curve to the right; thence Northerly 49.95 feet along the arc of said curve to the point of tangency with a 478.36 foot radius curve to the left; thence Northerly 49.96 feet along the arc of said curve; thence North 3°37' West 583.54 feet.

TOGETHER WITH a 30 foot right of way for vehicular and pedestrian traffic to and from Fort Lane Street, upon, over and across the following described property: Beginning at a point North 28.16 feet and East 486.08 feet and South 89°19' East along the North line of a street 346.20 feet to an old fence line and North 2°29'33" West along said old fence line 821.97 feet from the South west corner of the Southeast Quarter of said Section 21, and running thence North 89°19' West 101.0 feet; thence North 84°13'47" West 13.37 feet; thence North 89°06'54" West approximately 185.80 feet to a point on the East line of Fort Lane; thence North 0°36'32" East along said East line of Fort Lane 30.0 feet; thence South 89°06'54" East along an old fence line 185.80 feet; thence South 84°13'47" East along said fence line 13.37 feet; thence South 89°19' East along said fence line 101.0 feet; thence South 2°29'33" East 30.0 feet to the point of beginning.

TOGETHER WITH A right of way for ingress and egress over and across the following described property: Beginning at a point on the East line of Fort Lane Street, said point also being North 507.92 feet and East 490.54 feet from the Southwest corner of the Southeast Quarter of said Section 21, and running thence North 00°36'32" East 32.0 feet along said East line; thence South 89°19' East 318.47 feet to an old fence line; thence South 2°29'33" East 32.05 feet along said fence line; thence North 89°19' West 320.202 feet to the point of beginning.