

10305064

**RECORDATION REQUESTED BY:**

KeyBank National Association  
UT-KPB-Salt Lake City  
36 S. State Street  
Salt Lake City, UT 84136

**WHEN RECORDED MAIL TO:**

KeyBank National Association  
Mail Code: ID-56-PC-0125  
431 Parkcenter Blvd. - P.O. Box 5278  
Boise, ID 83705

**SEND TAX NOTICES TO:**

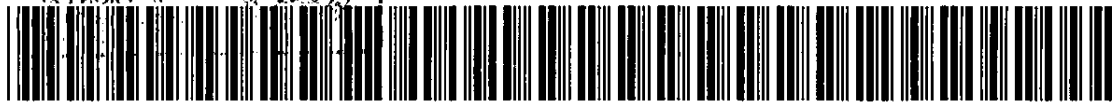
C&M Investments, Ltd.  
3500 South 400 West  
West Valley City, UT 84119

10305064

12/20/2007 10:53 AM \$14.00  
Book - 9550 Pg - 4660-4662  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
KEYBANK  
PO BOX 16430  
BOISE IDAHO 83715-6430  
BY: SAM, DEPUTY - MA 3 P.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**



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POOR COPY -  
CO. RECORDER

**THIS MODIFICATION OF DEED OF TRUST** dated October 26, 2007, is made and executed between C&M Investments, Ltd., whose address is 3500 South 400 West, West Valley City, UT 84119 ("Trustor") and KeyBank National Association, whose address is UT-KPB-Salt Lake City, 36 S. State Street, Salt Lake City, UT 84136 ("Lender").

**DEED OF TRUST.** Lender and Trustor have entered into a Deed of Trust dated October 26, 2006 (the "Deed of Trust") which has been recorded in Salt Lake County, State of Utah, as follows:

Recorded October 30, 2006 at the Salt Lake County Recorders Office under Recording Number 9891076, Book 9372, Page 4594-4604.

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

Legal description as recorded in original Deed remains unchanged. *See Exhibit "A"*

The Real Property or its address is commonly known as 4091 W. 3500 S. & 3540 S. 4000 W. & 3574 S. 4000 W., West Valley City, UT 84120. The Real Property tax identification number is 15-31-226-008-0000, 15-31-226-017-0000, 15-31-226-007-0000.

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

Note: The word Note means the promissory Note dated October 26, 2007 in the principal amount of \$9,725,174.00 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. **NOTICE TO TRUSTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**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 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 OCTOBER 26, 2007.**

**TRUSTOR:**

**C&M INVESTMENTS, LTD.**

**THE MICHAEL HENRY DAY FAMILY LIVING TRUST, General Partner of C&M Investments, Ltd.**

By: x Michael Henry Day  
Michael Henry Day, Trustee of The Michael Henry Day Family Living Trust

By: x Carolyn Day  
Carolyn Day, Trustee of The Michael Henry Day Family Living Trust

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 1

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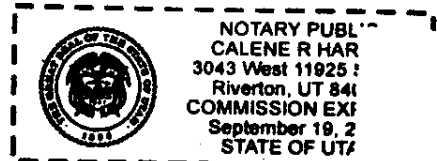
LENDER:

KEYBANK NATIONAL ASSOCIATION

x Ry Vice President  
Authorized Officer

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Utah )  
 ) SS  
COUNTY OF SALT LAKE )

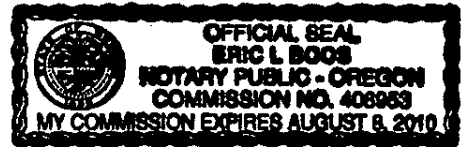


On this 15 day of November, 20 07, before me, the undersigned Notary Public, personally appeared Michael Henry Day, Trustee of The Michael Henry Day Family Living Trust, General Partner of C&M Investments, Ltd. and Carolyn Day, Trustee of The Michael Henry Day Family Living Trust, General Partner of C&M Investments, Ltd., and known to me to be partners or designated agents of the partnership that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the partnership.

By Calene R Har Residing at Riverton, Utah  
Notary Public in and for the State of Utah My commission expires 9-19-2011

LENDER ACKNOWLEDGMENT

STATE OF Oregon )  
 ) SS  
COUNTY OF Multnomah )



On this 16 day of November, 20 07, before me, the undersigned Notary Public, personally appeared Ronald Eldridge and known to me to be the VP, 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 Eric Boos Residing at Vancouver, WA  
Notary Public in and for the State of Oregon My commission expires August 8, 2010

Exhibit "A"

THIS DEED OF TRUST is dated September 26, 2005, among C&M Investments, Ltd., a Utah Limited Partnership, whose address is 2721 E. Canton Lane, Sandy, UT 84092 ("Trustor"); KeyBank National Association, whose address is UT-MF-Salt Lake City, 50 S. Main Street, Suite 1914, Salt Lake City, UT 84130 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and The Talon Group Title and Settlement Services, whose address is 150 East Social Hall Avenue, Suite 525, Salt Lake City, UT 84111 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor irrevocably grants and conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Salt Lake County, State of Utah:

Parcel A

A tract of land located in full within a parcel of land recorded in the Official records of the Salt Lake County recorders office as book 9040 page 2298, said parcel being within the Northeast quarter of the Northeast quarter of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian, approximately 4091 West 3500 South, West Valley City, Salt Lake County, State of Utah, and being more particularly described as follows:

Beginning at a point on the South right of way line of 3500 South Street, said point being 515.00 feet, South 89 58'54" West; and 40.00 feet, South 00 01'50" East from the Northeast corner of said Section 31; and running thence S 00 01'50" E a distance of 295.00 feet; thence N 89 56'54" E a distance of 475.03 feet (record 475.00') to the West right of way line of 4000 West Street; thence along said street S 00 02'10" E a distance of 94.00 feet; thence S 89 56'54" W a distance of 290.04 feet (record 290.00'); thence S 00 01'50" E a distance of 132.00 feet; thence S 89 56'54" W a distance of 40.00 feet; thence S 00 01'50" E a distance of 233.60 feet; thence N 89 56'54" E a distance of 330.08 feet (record 330.00') to the West right of way line of 4000 West street; thence along said street S 00 02'10" E a distance of 195.39 feet (record S 00 01'50" E) to the Northeast corner of the Woodcove No. 1 Subdivision; thence along the North line of said subdivision S 89 57'50" W a distance of 705.10 feet; thence N 00 01'50" W a distance of 734.80 feet; thence N 89 56'54" E a distance of 72.84 feet; thence N 00 03'06" W a distance of 215.00 feet to the South right of way line of 3500 South street; thence along said south line N 89 56'54" E a distance of 157.24 feet to the point of beginning. Contains 398,549 sq.ft. & 9.15 acres more or less.

15-31-226-017 + 15-31-226-019

The Real Property or its address is commonly known as 4091 West 3500 South, West Valley City, UT 84120.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Trustor to Lender, or any one or more of them, as well as all claims by Lender against Trustor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined

THE TALON GROUP  
B# 159257