

RECORDATION REQUESTED BY:

Michael R. Carlston
SNOW, CHRISTENSEN & MARTINEAU
10 Exchange Place, 11th Floor
Salt Lake City, UT 84111

WHEN RECORDED MAIL TO:

Michael R. Carlston
SNOW, CHRISTENSEN & MARTINEAU
10 Exchange Place, 11th Floor
Salt Lake City, UT 84111

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08-025-0042
08-026-0063

MODIFICATION OF DEED OF TRUST

D-49408

THIS **MODIFICATION OF DEED OF TRUST** ("Modification") is made as of the 29 day of April, 2013, by **BURTON LANE STORAGE, L.C.**, a Utah limited liability company (hereinafter separately referred to as "Maker/Trustor"), and **ASSURITY LIFE INSURANCE COMPANY** (herein called "Lender/Beneficiary").

WITNESSETH:

WHEREAS, Lender/Beneficiary/Predecessor loaned to Maker/Trustor, and Maker/Trustor borrowed from Lender/Beneficiary, **ONE MILLION SEVEN HUNDRED THOUSAND and 00/100ths DOLLARS** (\$1,700,000.00) (the "Loan") and evidenced by (i) that certain Promissory Note ("Note") dated September 27, 2005, executed by Maker/Trustor payable to the order of Lender/Beneficiary/Predecessor upon which interest has been paid to May 1, 2013, (ii) that certain Deed of Trust ("Deed of Trust") of even date with the Note, executed by Maker/Trustor to Founders Title Company, Trustee, in favor of Lender/Beneficiary as Beneficiary covering the tract of land described on Exhibit "A" attached thereto and hereto, and being recorded in the Official Records of Davis County, Utah, in Book 3883, Pages 1984-2003, on October 3, 2005, and (iii) various other security agreements and security documents heretofore executed and those hereafter executed, collectively referred to as "Loan Documents."

WHEREAS, Maker/Trustor and Lender/Beneficiary have amended the Note to permit Lender/Beneficiary to advance additional funds and extend the term of the loan, as well as to modify and amend certain provisions contained in the Note as set forth more fully in that certain Agreement and Modification of Deed of Trust Note dated of even date herewith by and between Lender/Beneficiary and Maker/Trustor (the "Note Amendment").

WHEREAS, Maker/Trustor and Lender/Beneficiary desire to amend the Deed of Trust as set forth herein.

NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the terms, covenants, and agreements contained herein, Maker/Trustor and Lender/Beneficiary agree to amend the Deed of Trust as follows:

- (1) All references to "Note" in the Deed of Trust shall refer to the Note as amended by the Note Amendment. All references to Deed of Trust shall refer to the Deed of Trust or amended by this Modification of Deed of Trust. All other Loan Documents shall refer to the Loan Documents as applicable as having also been amended accordingly.
- (2) Pursuant to the terms of the Note, Lender/Beneficiary has advanced additional sums to Maker/Trustor so that the amount of the Note, secured by the Exhibit A Property has been increased to a balance effective May 1, 2013 of ONE MILLION FOUR HUNDRED THIRTY NINE THOUSAND SIX HUNDRED FORTY TWO and 91/100ths DOLLARS (\$1,439,642.91).
- (3) Maker/Trustor reaffirms to Lender/Beneficiary each of the representations, warranties, covenants and agreements of Maker/Trustor set forth in the Note, Deed of Trust and the Loan Documents with the same force and effect as if each were separately stated herein and made as of the date hereof.
- (4) Maker/Trustor hereby ratify, affirm, reaffirm, acknowledge, confirm and agree that the Deed of Trust remains in full force and effect and the Loan Documents (as modified by this Modification), represent the valid, enforceable and collectible obligations of Maker/Trustor, and Maker/Trustor further acknowledges that there are no existing claims, defenses, personal or otherwise or rights of setoff whatsoever with respect to the Deed of Trust, and Maker/Trustor further acknowledges and represents that no event has occurred and no condition exists which would constitute a default under the Deed of Trust, either with or without notice or lapse of time, or both.
- (5) Lender/Beneficiary, Maker/Trustor hereby agree that except as specifically modified herein, all the terms and provisions of the Deed of Trust are hereby ratified and reaffirmed by Maker/Trustor and Maker/Trustor specifically acknowledges the validity and enforceability thereof.
- (6) Lender/Beneficiary and Maker/Trustor hereby agree that this Modification modifies the Deed of Trust and in no way acts as a release or relinquishment of the liens, security interests and rights (collectively called the "Liens") securing payment of the Note, including without limitation, the Liens created by the Deed of Trust. The Liens are hereby increased, renewed, extended, ratified and confirmed by Maker/Trustor in all respects.
- (7) Lender/Beneficiary and Maker/Trustor hereby agree that this Agreement, the Note, the Deed of Trust and the Loan Documents are in full force and effect and

nothing herein contained shall be construed as modifying in any manner any of said documents except as specifically modified hereby.

IN WITNESS HEREOF, the undersigned has duly executed this Agreement as of the date first above written.

LENDER/BENEFICIARY/PREDECESSOR

ASSURITY LIFE INSURANCE COMPANY

By: _____
Steven H. Hill, Senior Director
Real Estate Lending & Investments

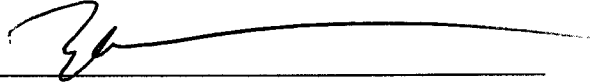
MAKER/TRUSTOR

BURTON LANE STORAGE, L.C.
a Utah limited liability company

By its Sole Member:

WALLCO, L.C.

BENCHMARK HOLDING, L.L.C.
Its Manager


By:  _____
Neil J. Wall, Manager

nothing herein contained shall be construed as modifying in any manner any of said documents except as specifically modified hereby.

IN WITNESS HEREOF, the undersigned has duly executed this Agreement as of the date first above written.

LENDER/BENEFICIARY/PREDECESSOR

ASSURITY LIFE INSURANCE COMPANY

By: 
Steven H. Hill, Senior Director
Real Estate Lending & Investments


MAKER/TRUSTOR

BURTON LANE STORAGE, L.C.
a Utah limited liability company

By its Sole Member:

WALLCO, L.C.

BENCHMARK HOLDING, L.L.C.
Its Manager

By: 
Neil J. Wall, Manager

LENDER/BENEFICIARY

STATE OF NEBRASKA)
 : ss.
COUNTY OF LANCASTER)

BEFORE ME, the undersigned authority, on this day personally appeared STEVEN H. HILL, Senior Director of Real Estate Lending & Investments for Assurity Life Insurance Company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said company, and in the capacity therein stated.



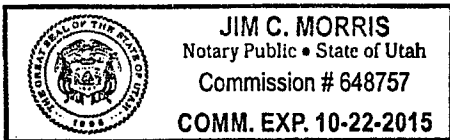
Joanne P. Mosley

NOTARY PUBLIC

MAKER/TRUSTOR

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

29 Before me, the undersigned, a Notary Public in and for said County and State, on this day of April, 2013, personally appeared NEIL J. WALL, known to be the Manager of Benchmark Holding, L.L.C., Manager of Wallco, L.C., the sole member of Burton Lane Storage, L.C., and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization or a Resolution of its members, and he acknowledged to me that the executed the same.



Jim C. Morris

NOTARY PUBLIC

EXHIBIT A

The following described Real Property located in Davis County, state of Utah, described as follows:

Beginning at a point on the Easterly right of way line of Burton Lane which is North $00^{\circ}36'02''$ West 493.89 feet along the 1/4 section line from the center of Section 10, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence along said Easterly right of way line the following six (6) courses and distances: North $27^{\circ}11'47''$ West 313.60 feet; thence North $18^{\circ}26'09''$ West 130.39 feet to a brass U.D.O.T. right of way marker and a point on a 248.64 foot radius curve to the right (center bears North $62^{\circ}47'24''$ East with interior angle of $48^{\circ}44'49''$); thence Northerly along said curve 211.54 feet to a brass U.D.O.T. right of way marker; thence North $41^{\circ}41'32''$ East 76.83 feet; thence North $60^{\circ}59'48''$ East 104.86 feet; thence North $66^{\circ}13'25''$ East 48.30 feet to a point on the 1/4 section line of said Section 10; thence along said 1/4 section line South $00^{\circ}36'02''$ East 83.78 feet to a point on the Westerly right of way line of the Union Pacific Railroad, said point also being on a 5814.70 foot radius curve to the left (center bears North $69^{\circ}20'10''$ East with interior angle of $8^{\circ}23'31''$); thence Southeasterly along said curve 851.67 feet; thence South $66^{\circ}56'14''$ West 165.98 feet; thence south $79^{\circ}16'47''$ West 110.33 feet to a point on said Easterly right of way line of Burton Lane, said point also being on a 336.48 foot radius curve to the left (center bears South $79^{\circ}35'37''$ West with interior angle of $16^{\circ}47'25''$); thence Northwesterly along said curve 98.60 feet; thence along said right of way line North $27^{\circ}11'47''$ West 127.15 feet to the point of beginning.