

9771152

RECORDATION REQUESTED BY:

KeyBank National Association
UT-BB-Salt Lake City S. Main
50 S. Main Street
Suite 2013
Salt Lake City, UT 84144

9771152

06/30/2006 03:43 PM \$16.00

Book - 9316 Pg - 7024-7026

GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

KEYBANK

PO BOX 5278

BOISE ID 83705-0278

BY: NCT, DEPUTY - MA 3 P.

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:

RC & JC Holdings, LC
6465 South 3000 East
Salt Lake City, UT 84121

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



515180075068000010001G202 #18

THIS MODIFICATION OF DEED OF TRUST dated June 16, 2006, is made and executed between RC & JC Holdings, LC, whose address is 6465 South 3000 East, Salt Lake City, UT 84121 ("Trustor") and KeyBank National Association, whose address is UT-BB-Salt Lake City S. Main, 50 S. Main Street, Suite 2013, Salt Lake City, UT 84144, ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated December 15, 2005 (the "Deed of Trust") which has been recorded in Salt Lake County, State of Utah, as follows:

Recorded December 27, 2005, Recorder of Salt Lake County, Utah as Instrument #9593434 as Book - 9235 Pg 2318-2327.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 6465 South 3000 East Suite 103, Holladay, UT 84121. The Real Property tax identification number is 22-23-253-004.

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

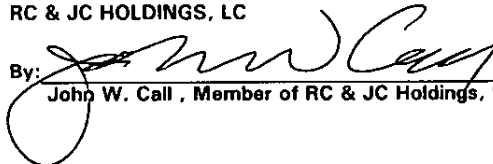
Note. The word 'Note' means the promissory note dated June 16, 2006, in the original principal amount of \$272,212.40 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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 JUNE 16, 2006.

TRUSTOR:

RC & JC HOLDINGS, LC

By: 
John W. Call, Member of RC & JC Holdings, LC

By: 
Randy B. Coke, Member of RC & JC Holdings, LC

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 10001

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LENDER:

KEYBANK NATIONAL ASSOCIATION

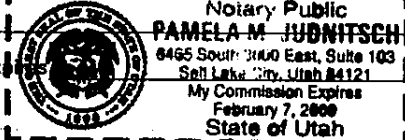
X [Signature]
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)

On this 21st day of June, 2006, before me, the undersigned Notary Public, personally appeared John W. Call, Member and Randy B. Coke, Member of RC & JC Holdings, LC, and known to me to be members or designated agents of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating 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 limited liability company.

By Pamela M. Judnitsch
Notary Public in and for the State of Utah

Residing at _____
My commission expires _____


LENDER ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Ada)

On this 27 day of June, 2006, before me, the undersigned Notary Public, personally appeared CAROL STORKAN 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 Dennis J. Wyrnia
Notary Public in and for the State of ID

Residing at Ada County
My commission expires 8-24-06

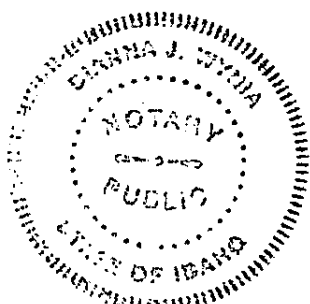


Exhibit A

Order Number: 2182987

PARCEL 1

UNIT 103, CONTAINED WITHIN OLD MILL BUSINESS PARK CONDOMINIUMS, AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP RECORDED IN SALT LAKE COUNTY, UTAH, AS ENTRY NO. 9289767 (AS SAID MAP MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND IN THE DECLARATION OF CONDOMINIUM, FOR OLD MILL BUSINESS PARK CONDOMINIUMS RECORDED IN SALT LAKE COUNTY, UTAH AS ENTRY NO. 9289768, IN BOOK 9090, AT PAGE 5734 (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED), OF THE OFFICIAL RECORDS

TOGETHER WITH (A) THE UNDIVIDED INTEREST IN SAID CONDOMINIUM PROJECT'S COMMON AREAS AND FACILITIES WHICH IS APPURTENANT TO SAID UNIT, (B) THE EXCLUSIVE RIGHT TO USE AND ENJOY EACH OF THE LIMITED COMMON AREAS WHICH IS APPURTENANT TO SAID UNIT, AND (C) THE NON-EXCLUSIVE RIGHT TO USE AND ENJOY THE COMMON AREAS AND FACILITIES INCLUDED IN SAID CONDOMINIUM PROJECT (AS SAID PROJECT MAY HEREAFTER BE EXPANDED) IN ACCORDANCE WITH THE AFORESAID DECLARATION AND SURVEY MAP (AS SAID DECLARATION AND MAP MAY HEREAFTER BE AMENDED OR SUPPLEMENTED) AND THE UTAH CONDOMINIUM ACT

PARCEL 1A:

TOGETHER WITH EASEMENT RIGHTS, RECTAL, MAINTENANCE, AND COVENANT AGREEMENTS CONTAINED WITHIN THE FOLLOWING

PRIVATE ROAD AND MAINTENANCE AGREEMENT, by and between Solitude Ski Corporation and L.G.P.D., L.C., Recorded NOVEMBER 18, 1997, as Entry No. 6793378, in Book 7809, at Page 1459, SALT LAKE County Recorder's Office

Amendment to the above instrument recorded FEBRUARY 19, 1998, as Entry No. 6867994, in Book 7884, at page 1357 of Official Records

Amendment to the above instrument recorded MARCH 17, 1998, as Entry No. 6894856, in Book 7912, at page 2869 of Official Records.

DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS NORTH 00°03'09" WEST 1102.37 FEET AND DUE WEST 100.17 FEET FROM THE CENTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 77°11'17" EAST 598.09 FEET, THENCE SOUTH 12°55'06" WEST 40.00 FEET; THENCE NORTH 77°11'17" WEST 72.19 FEET; THENCE SOUTH 12°16'59" WEST 291.11, THENCE NORTH 89°25'08" WEST 49.53 FEET, THENCE NORTH 12°16'59" EAST 301.61 FEET; THENCE NORTH 77°11'17" WEST 477.97 FEET; THENCE NORTH 12°26'45" EAST 40.00 FEET TO THE POINT OF BEGINNING

PARCEL 1B:

CROSS EASEMENT AGREEMENT BETWEEN T.C. ENTERPRISE INVESTMENTS, L.C. AND STILLWATER TRUST DATED JANUARY 1, 1999, Recorded JANUARY 26, 2005, as Entry No. 9282906, in Book 9087, at Page 4761, SALT LAKE County Recorder's Office

22-23-253-004