

E. F. Hutton Credit Corporation  
Now Known as  
Chrysler Capital Corporation



E.F. HUTTON CREDIT CORPORATION

995206  
1/6.50

101-1990792-971

DOUG CROFTS  
WEBER COUNTY RECORDER  
DEPUTY *Dennis Staker*

JAN 8 9 25 AM '07

FILLO AND RECORD DEPTOR  
*Chrysler Capital Corp.*

REPRODUCER'S MEMO  
Legibility of Writing, Typing,  
or Printing in this document  
unsatisfactory for reproduction  
when a trace is

CONSENT AND WAIVER  
MORTGAGEE OF REAL ESTATE

For good and valuable consideration, receipt of which is hereby acknowledged, ZIONS NATIONAL BANK of \_\_\_\_\_ (No. & Street) \_\_\_\_\_ (City or Town) \_\_\_\_\_ (County) \_\_\_\_\_ (State), hereinafter referred to as "Mortgagee", being mortgagee of certain real estate known as \_\_\_\_\_ (Street & No.) \_\_\_\_\_ (City or Town) \_\_\_\_\_ (County) \_\_\_\_\_ (State), hereinafter called the "Premises", held and occupied by \_\_\_\_\_ (Name of Buyer/Lessee/Debtor) hereinafter referred to as "Buyer/Lessee/Debtor", having leased or purchased, or mortgaged, or intending to lease or purchase from or mortgage with \_\_\_\_\_ E. F. HUTTON CREDIT CORPORATION hereinafter referred to as "Secured Party", the following equipment, hereinafter called "the Equipment", described or to be described in a certain Conditional Sale Contract/Security Agreement/Lease, hereinafter referred to as "Agreement", dated December 29, 1986, between Secured Party and Buyer/Lessee/Debtor, which is incorporated herein by reference:

PLEASE REFER TO ATTACHED PAGE FOR LEGAL DESCRIPTION FOR PROPERTY: RECORD OWNER: (Equipment Location) NICE CORPORATION

4357 South Airport Park Plaza \_\_\_\_\_ (Street & No.) \_\_\_\_\_ (City or Town) \_\_\_\_\_ (County) \_\_\_\_\_ (State), hereinafter called the "Premises", held and occupied by \_\_\_\_\_ (Name of Buyer/Lessee/Debtor) hereinafter referred to as "Buyer/Lessee/Debtor", having leased or purchased, or mortgaged, or intending to lease or purchase from or mortgage with \_\_\_\_\_ E. F. HUTTON CREDIT CORPORATION hereinafter referred to as "Secured Party", the following equipment, hereinafter called "the Equipment", described or to be described in a certain Conditional Sale Contract/Security Agreement/Lease, hereinafter referred to as "Agreement", dated December 29, 1986, between Secured Party and Buyer/Lessee/Debtor, which is incorporated herein by reference:

Weber \_\_\_\_\_ (County) \_\_\_\_\_ (State), hereinafter called the "Premises", held and occupied by \_\_\_\_\_ (Name of Buyer/Lessee/Debtor) hereinafter referred to as "Buyer/Lessee/Debtor", having leased or purchased, or mortgaged, or intending to lease or purchase from or mortgage with \_\_\_\_\_ E. F. HUTTON CREDIT CORPORATION hereinafter referred to as "Secured Party", the following equipment, hereinafter called "the Equipment", described or to be described in a certain Conditional Sale Contract/Security Agreement/Lease, hereinafter referred to as "Agreement", dated December 29, 1986, between Secured Party and Buyer/Lessee/Debtor, which is incorporated herein by reference:

held and occupied by \_\_\_\_\_ (Name of Buyer/Lessee/Debtor) hereinafter referred to as "Buyer/Lessee/Debtor", having leased or purchased, or mortgaged, or intending to lease or purchase from or mortgage with \_\_\_\_\_ E. F. HUTTON CREDIT CORPORATION hereinafter referred to as "Secured Party", the following equipment, hereinafter called "the Equipment", described or to be described in a certain Conditional Sale Contract/Security Agreement/Lease, hereinafter referred to as "Agreement", dated December 29, 1986, between Secured Party and Buyer/Lessee/Debtor, which is incorporated herein by reference:

hereinafter referred to as "Buyer/Lessee/Debtor", having leased or purchased, or mortgaged, or intending to lease or purchase from or mortgage with \_\_\_\_\_ E. F. HUTTON CREDIT CORPORATION hereinafter referred to as "Secured Party", the following equipment, hereinafter called "the Equipment", described or to be described in a certain Conditional Sale Contract/Security Agreement/Lease, hereinafter referred to as "Agreement", dated December 29, 1986, between Secured Party and Buyer/Lessee/Debtor, which is incorporated herein by reference:

hereinafter referred to as "Secured Party", the following equipment, hereinafter called "the Equipment", described or to be described in a certain Conditional Sale Contract/Security Agreement/Lease, hereinafter referred to as "Agreement", dated December 29, 1986, between Secured Party and Buyer/Lessee/Debtor, which is incorporated herein by reference:

DESCRIPTION OF EQUIPMENT: Various Office Furniture, Fixtures and Equipment more fully described in Schedule "B" attached hereto and made a part hereof as though set forth fully herein.

does hereby agree that:

1. The Equipment may be installed at and affixed to the Premises and that the Equipment shall remain personal property notwithstanding the manner in which it is affixed to Premises and that title thereof shall remain in Secured Party, its legal representatives, successors, agents, or assigns, or in the Buyer/Lessee/Debtor as the case may be.

2. This agreement shall also apply to any part of the Equipment which is already on the Premises, or may hereafter be delivered or installed thereon, and which is or may thereafter become subject to the Agreement.

BOOK 1507 PAGE 350

3. Mortgagee waives each and every right which Mortgagee now has or may hereafter have under the laws of the State where the Equipment is located or any other state by the terms of any lease now in effect or hereafter executed by Mortgagee or Buyer/Lessee/Debtor to levy or distrain upon for rent, in arrears, in advance or both, or to claim or assert title to the Equipment leased, sold, or held as security by Secured Party.

4. Mortgagee recognizes and acknowledges that any claim or claims that Secured Party has or may hereafter have against the Equipment or any part thereof by virtue of the Agreement is superior to any lien or claim of any nature which Mortgagee now has or may hereafter have to the Equipment or any part thereof by statute or otherwise.

5. Secured Party, its agents, or assigns, may remove the Equipment from the Premises whenever Secured Party feels it is necessary to do so to protect its interest and without liability or accountability to Mortgagee therefor, and Mortgagee further agrees that it will grant Secured Party the Right of Entry at any reasonable time to remove the Equipment from the Premises.

6. Mortgagee further agrees that it will not in any way impair, invalidate, or violate the within CONSENT AND WAIVER or its effect and Secured Party's rights hereunder by act of commission or omission; that the within CONSENT AND WAIVER is not and will not be in violation or contravention of any other agreement, lease, or mortgage now or hereafter existing covering the Premises and no notice to, or consent of, any other person is required in order for Mortgagee to execute and deliver this CONSENT AND WAIVER.

7. Secured Party may, without affecting the validity of this agreement, extend the items of payment of any indebtedness of Buyer/Lessee/Debtor to Secured Party or alter the performance of any of the terms and conditions of the Agreement, without the consent of Mortgagee and without giving notice thereof to Mortgagee.

8. This agreement shall inure to the benefit of the successors and assigns of Secured Party and shall be binding upon the heirs, personal representatives, successors, and assigns of Mortgagee.

IN WITNESS WHEREOF, Mortgagee has executed this agreement on this 29<sup>th</sup> day of Dec, 1986.

(Corporate Seal)

ZIONS NATIONAL BANK  
(Corporation, Partnership, Proprietorship)  
(Delete Inapplicable)

By: x [Signature]

Title: x Loan Officer

Date: 12.29.86

Witness: x [Signature]

BOOK 1507 PAGE 352

CF-211 (6/15/84)

ACKNOWLEDGMENT TO BE MADE  
BY MORTGAGEE OF REAL ESTATE  
(INDIVIDUAL)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

I, \_\_\_\_\_, a Notary Public within and for said County, in the State aforesaid, duly  
commissioned and acting, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally  
appeared before me \_\_\_\_\_, signatory in the foregoing Consent and  
Waiver, to me personally well known and known to be the person who signed said Consent and Waiver, who, being by me duly  
sworn and being informed of the contents of said Consent and Waiver stated and acknowledged on oath that she/he signed,  
executed, sealed and delivered same as her/his free and voluntary act and deed, for the uses, purposes and considerations therein  
mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above-written.  
My Commission expires \_\_\_\_\_ Notary Public

(PARTNERSHIP)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

I, \_\_\_\_\_, a Notary Public within and for said County, in the State aforesaid, duly  
commissioned and acting, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally  
appeared before me \_\_\_\_\_ and \_\_\_\_\_  
signatories in the foregoing Consent and Waiver, to me personally well known and known to be the persons who signed said  
and Waiver, and known to be and who, being by me duly sworn and being informed of the contents of said Consent  
and Waiver, stated and acknowledged on oath that they are Partners of \_\_\_\_\_

\_\_\_\_\_ the Partnership named in and which executed the said Consent and Waiver, and that  
they signed, executed, sealed and delivered same individually and in behalf of the said Partnership, with authority, as their and its  
free and voluntary act and deed for the uses, purposes and considerations therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above-written.  
My commission expires \_\_\_\_\_ Notary Public

(CORPORATION)

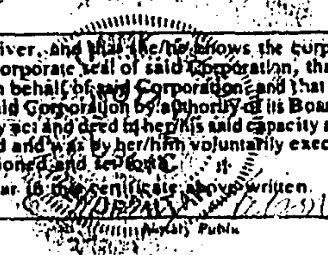
STATE OF Utah }  
COUNTY OF Webster } ss

I, Tammy Nelson, a Notary Public within and for said County, in the State aforesaid, duly  
commissioned and acting, do hereby certify that on this 29<sup>th</sup> day of December, 1986, personally  
appeared before me Robert C. Jensen, signatory in foregoing Consent and  
Waiver, to me personally well known and known to me to be the person who signed the foregoing Consent and Waiver, and known  
to me to be and who, being by me duly sworn and being informed of the contents of said Consent and Waiver, stated  
and acknowledged to me on oath that she/he was Loan Officer

of First Utah National Bank  
the Corporation named in and which executed the said Consent and Waiver, and that she/he shows the corporate seal of said  
Corporation, and that the seal affixed to said Consent and Waiver is the corporate seal of said Corporation, that she/he was duly  
authorized to execute said Consent and Waiver, for, in the name of and on behalf of said Corporation, and that same was signed,  
sealed, executed and delivered by her/him in the name of and on behalf of said Corporation by authority of its Board of Directors and  
that the execution of said Consent and Waiver was her/his free and voluntary act and deed in her/his said capacity and acknowledged  
to me that said Corporation executed the same as its voluntary act and deed and was by her/him voluntarily executed, on behalf of  
said Corporation for the uses, purposes and considerations therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above-written.  
My Commission expires 12-11-87 Notary Public

BOOK 1507 PAGE 353



**SCHEDULE "B"**

Schedule "B" attaches to and is made a part thereof that certain Mortgage Waiver Dated: December 29, 1986 by and between NICE CORPORATION, as Mortgagee and CHRYSLER CAPITAL CORPORATION, as Secured Party:

LOCATION: 4357 South Airport Park Plaza  
Ogden, Utah

**EQUIPMENT DESCRIPTION:**

Kelly Company

- (36) #2505, Model DS6060, 60" x 60" Gray/Rose Fabric Panels
- (31) #2505, Model DS6048, 60" x 48" Gray/Rose Fabric Panels
- ( 6) #2505, Model DS6024, 60" x 24" Gray/Rose Fabric Panels
- (24) #2505, Model SD2 2-Way Connectors
- ( 2) #2505, Model SD3 3-Way Connectors
- ( 2) #2505, Model SD4 4-Way Connectors
- (16) #3500, Model DS6036 60" x 36" Putty/Wheat Fabric Panels
- (64) #3500, Model DMC-3 3-Way Metal Connectors
- (16) #3500, Model DMC-4 4-Way Metal Connectors
- ( 2) #3500, Model DS7260, 72" x 60" Putty/Wheat Fabric Panels
- (40) #3500, Model SD-1, Straight Connectors
- ( 2) #3500, Model DS7236, 72" x 36" Putty/Wheat Fabric Panels
- ( 1) #3500, Model SD-2 2-Way Connector
- ( 2) #3500, Model WM72

Beck Office Supply

- (31) #2505, Model ADS4848E, Budget 48" x 48" Mauve/Gray Electric Fabric Panels
- (66) #2505, Model ADS4836E, Budget 48" x 36" Mauve/Gray Electric Fabric Panels
- (22) #2505, Model EC-2, 2-Way Connectors
- (16) #2505, Model EC-3, 3-Way Connectors
- (12) #2505, Model EC-4, 4-Way Connectors
- (54) #2505, Model ECO-1, End Caps
- (31) #2505, Model CW48, Wiring Harness
- ( 7) #2505, Model CP1-3, Power Harness
- (12) #2505, Model CP-36, Race Way
- (70) #2505, Model CRTA4524, Bevis 45" x 24" Tables

Graybar Electric

- (80) Unex, Model VB-ONC-QD-12, Inbound Headsets
- (30) Unex, Model VBB-ONC-QD-12A, Outbound Headsets

EQUIPMENT DESCRIPTION (continued):  
Page Two

Chess, Inc.

- ( 4 ) Tellabs Multiplexors 330A-32
- ( 4 ) BCH (Kinex) Modems 14.4K, S/N's: 17808, 17745, 28820, 28821
- (10) BCH (Kinex) Modems 14.4K, S/N's: 28822, 28823, 28824, 28825, 28826, 28827, 28784, 28613, 28616, 28787

Princeton Company

- ( 4 ) QPC 472 B DTI Cards
- (30) QSU7 Telephone Sets
- ( 3 ) QPC 451 Cards

Northern Air, Inc.

- ( 1 ) 7 1/2 Ton Carrier Air Conditioning Unit, With Counterflow, And Includes Low Ambient Controls, S/N's as follows:  
Fan Coil Unit, Model B080D3, S/N: 630301A001-N460006  
Snyder General Condensing Unit, Model C080C0,  
S/N: 55001-N46-0025

Kierulff Electronics

- ( 2 ) Genicom, Model 3410, Quiet Printers, S/N's: 8628-2-57415, 8628-2-57420

Phoenix Microsystems

- ( 4 ) Phoenix Microsystem 1544 Channel Service Units, S/N's: 2043, 2017, 2000, 2023

Cummings Allison Corporation

- ( 1 ) Model 58, Cross Cut Paper Shredder, S/N: 1631100435

EQUIPMENT DESCRIPTION (continued):  
Page Three

Panafax Corporation

( 1) Panafax Transceiver, Model PX100, S/N: 9404863

AND ALL PRESENT OR FUTURE ADDITIONS, ACCESSIONS, SUBSTITUTIONS  
AND REPLACEMENTS THERETO.

AGREED AND ACCEPTED:

ZIONS FIRST NATIONAL BANK

BY: [Signature]

TITLE: Loan Officer

AGREED AND ACCEPTED:

CHRYSLER CAPITAL CORPORTION

BY: [Signature]

TITLE: District Operations Manager

PLEASE REFER TO ATTACHED PAGE FOR LEGAL DESCRIPTION FOR PROPERTY  
ON WHICH THE ABOVE GOODS ARE NOW OR WILL BE INSTALLED.



BOOK 1507 PAGE 356

PARCEL I:

A part of the Northeast Quarter of Section 12, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U. S. Survey; BEGINNING at a point North  $89^{\circ} 38' 07''$  East 3179.20 feet and North  $38^{\circ} 15'$  East 761.38 feet from the Southwest Corner of the Northwest Quarter of Section 12, and running thence North  $38^{\circ} 15'$  East 585.12 feet to the Southerly line of Interstate 80-N; thence South  $0^{\circ} 52' 05''$  West 319.64 feet along said Southerly line to the Westerly line of Interstate 15; thence South  $44^{\circ} 34' 35''$  West 333.16 feet along said West line; thence North  $51^{\circ} 45'$  West 157.34 feet to the point of beginning.

Together with a 30 foot right-of-way described as follows: A part of the Northeast Quarter of Section 12, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U. S. Survey; BEGINNING on the North right-of-way line of 4400 South Street at a point which is North  $89^{\circ} 38' 07''$  East 3179.20 feet and North  $38^{\circ} 15'$  East 84.03 feet and South  $79^{\circ} 39' 29''$  East 88.53 feet and South  $76^{\circ} 40' 27''$  East 10.0 feet from the Southwest Corner of the Northwest Quarter of said Section 12, running thence North  $44^{\circ} 34' 33''$  East along Highway right-of-way 965.33 feet; thence North  $51^{\circ} 45'$  West 30.0 feet; thence South  $44^{\circ} 34' 33''$  West to the North right-of-way line of 4400 South Street; thence Southeasterly along said North right-of-way to the point of beginning.

*08-088-0022 +*

PARCEL II

A part of the Northeast Quarter of Section 12, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey; Beginning on the Southeasterly right-of-way line of the Union Pacific Railroad and 265.34 feet North  $38^{\circ} 15'$  East from the North right-of-way line of 4400 South Street at a point which is North  $89^{\circ} 38' 07''$  East 3179.20 feet and North  $38^{\circ} 15'$  East 349.38 feet from the Southwest corner of the Northwest Quarter of said Section 12, running thence North  $38^{\circ} 15'$  East along said Railroad right-of-way line, 185.15 feet; thence South  $51^{\circ} 45'$  East 132.90 feet, thence South  $44^{\circ} 34' 35''$  West along highway right-of-way and one foot Northwest of and parallel with a Highway Right-of-way fence 186.27 feet; thence North  $51^{\circ} 45'$  West 112.92 feet to the point of beginning.

Subject to and together with a 30 foot right-of-way described as follows: A part of the Northeast Quarter of Section 12, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey; Beginning on the North right-of-way line of 4400 South Street at a point which is North  $89^{\circ} 38' 07''$  East 3179.20 feet and North  $38^{\circ} 15'$  East 84.03 feet and South  $79^{\circ} 39' 29''$  East 88.53 feet and South  $76^{\circ} 40' 27''$  East 10.0 feet from the Southwest corner of the Northwest Quarter of said Section 12, running thence North  $44^{\circ} 34' 33''$  East along Highway right-of-way 965.33 feet; thence North  $51^{\circ} 45'$  West 30.0 feet; thence South  $44^{\circ} 34' 33''$  West to the North right-of-way line of 4400 South Street; thence

*08-088-0023 +*



Southeasterly along said North right-of-way to the point of beginning.

PARCEL III

A part of the Northeast Quarter of Section 12, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U. S. Survey: Beginning on the Southeasterly right-of-way line of the Union Pacific Railroad at a point which is North 89° 38' 07" East 3179.20 feet and North 38° 15' East 534.53 feet from the Southwest corner of the Northwest Quarter of said Section 12; running thence North 38° 15' East along said Railroad right-of-way line 146.85 feet; thence South 51° 45' East 148.46 feet more or less to highway; thence South 44° 34' 33" West along Highway right-of-way and one foot Northwest of parallel with a Highway right-of-way fence 148.45 feet; thence North 51° 45' West 132.20 feet to the point of beginning. Subject to and together with a 30 foot right-of-way described as follows: A part of the Northeast Quarter of Section 12, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U. S. Survey: Beginning on the North right-of-way line of 4400 South Street at a point which is North 89° 38' 07" East 3179.20 feet and North 38° 15' East 84.03 feet and South 79° 39' 29" East 88.53 feet and South 76° 40' 27" East 10.0 feet from the Southwest corner of the Northwest Quarter of said Section 12, running thence North 44° 34' 33" East along Highway right-of-way 965.33 feet; thence North 51° 45' West 30.0 feet; thence South 44° 34' 33" West to the North right-of-way line of 4400 South Street; thence Southeasterly along said North right-of-way to the point of beginning.

PARCEL IV

A part of the Northeast Quarter of Section 12, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point North 89° 38' 07" East 3179.20 feet and North 38° 15' East 681.38 feet, from the Southwest Corner of the Northwest Quarter of said Section 12, running thence North 38° 15' East 80 feet thence South 51° 45' East 157.34 feet to Highway; thence South 44° 34' 33" West 80.48 feet along Highway; thence North 51° 45' West 148.46 feet to point of beginning. Subject to and together with a 30 foot right-of-way described as follows: Part of the North East Quarter of Section 12, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning on the North Right-Of-Way line of 4400 South Street at a point which is North 89° 38' 07" East 3179.20 feet and North 38° 15' East 84.03 feet and South 79° 39' 29" East 88.53 feet and South 76° 40' 27" East 10.0 feet from the Southwest Corner of the Northwest Quarter of said Section 12; running thence North 44° 34' 33" East along Highway Right-Of-Way 965.33 feet, thence North 51° 45' West 30.0 feet, thence South 44° 34' 33" West to the North Right-Of-Way line of 4400 South Street, thence Southeasterly along said North Right-Of-Way to the point of beginning.