

Tax Serial Number:
~~09-357-0008~~

09-361-0008

5

WHEN RECORDED MAIL

TO:
FIRST NATIONAL
BANK OF LAYTON
Salt Lake Office
480 East 400 South
Salt Lake City, UT
84111

Courtesy

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated March 13, 2008, is made and executed between VJS Properties, LLC, whose address is 2011 East Dan Drive, Layton, UT 84040 ("Trustor") and FIRST NATIONAL BANK OF LAYTON, whose address is Salt Lake Office, 480 East 400 South, Salt Lake City, UT 84111 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated November 8, 2007 (the "Deed of Trust") which has been recorded in Davis County, State of Utah, as follows:

Recorded November 8, 2007 as Entry No. 2320026, Book 4407, Page 594-613.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Davis 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.

COURTESY RECORDING

This document is being recorded solely as a courtesy and an accommodation to the parties named therein. Backman Title Services, LTD. hereby expressly disclaims any responsibility or liability for the accuracy, enforceability, legality or content thereof.

MODIFICATION OF DEED OF TRUST

Loan No: 711852450

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The Real Property or its address is commonly known as 2307 North Hillfield Road, Bldg. B, Suite 103, Layton, UT 84041. The Real Property tax identification number is ~~09-357-0008~~.

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

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Construction Deed of Trust is hereby converted to a Term 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 MARCH 13, 2008.

TRUSTOR:

VJS PROPERTIES, LLC

By: 
Val T. Stratford, Manager/Member of VJS Properties,
LLC

By: 
Jeri H. Stratford, Manager/Member of VJS Properties,
LLC

MODIFICATION OF DEED OF TRUST

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LENDER:

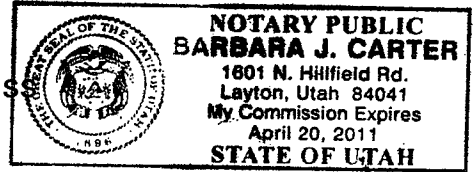
FIRST NATIONAL BANK OF LAYTON

X *Michael P. Marron*
Michael P. Marron, Vice President

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF *Utah*

COUNTY OF *Davis*



On this *13th* day of *March*, 2008, before me, the undersigned Notary Public, personally appeared **Val T. Stratford, Manager/Member of VJS Properties, LLC and Jeri H. Stratford, Manager/Member of VJS Properties, LLC**, 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 *Barbara J. Carter*
Notary Public in and for the State of *Utah*

Residing at *Capitol Hill*
My commission expires _____

MODIFICATION OF DEED OF TRUST

Loan No: 711852450

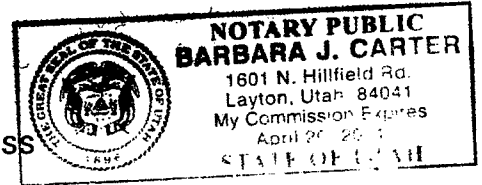
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LENDER ACKNOWLEDGMENT

STATE OF Utah

COUNTY OF Davis



On this 13th day of March, 2008, before me, the undersigned Notary Public, personally appeared **Michael P. Marron** and known to me to be the **Vice President**, authorized agent for **FIRST NATIONAL BANK OF LAYTON** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST NATIONAL BANK OF LAYTON**, duly authorized by **FIRST NATIONAL BANK OF LAYTON** 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 in fact executed this said instrument on behalf of **FIRST NATIONAL BANK OF LAYTON**.

By Barbara J. Carter
Notary Public in and for the State of Utah

Residing at Caydon Rd
My commission expires _____

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ALL OF SUITE 103, BUILDING B, RIDGE PARK OFFICE CONDOMINIUMS PLAT 2, SECOND AMENDMENT.