

Please send RECORDED MORTGAGE and Final Title Policy to:
CHEMICAL FINANCIAL SERVICES CORP
Central Document Control - 4th Floor
250 West Huron
Cleveland, OH 44113-1451

ENT 15438 BK 3637 PG 299
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1995 MAR 14 1:57 PM FEE 26.00 BY MB
RECORDED FOR GUARDIAN TITLE COMPANY OF U

App/Loan # 8200010489

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

THIS DEED OF TRUST is made this 9th day of MARCH, 19 95, among the Trustor,
KIM A. BARNES AND CONNIE L. BARNES, HIS WIFE, AS JOINT TENANTS WITH FULL
RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON

(herein "Borrower"),

CHEMICAL BANK, N.A.

(herein "Trustee"), and the Beneficiary,

CHEMICAL BANK, N. A.

, a corporation organized and

existing under the laws of THE UNITED STATES OF AMERICA, whose address is
C/O CHEMICAL FINANCIAL MANAGEMENT CORPORATION, P.O. BOX 93715, (herein "Lender").
CLEVELAND OH 44101

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of UTAH, State of Utah:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION

which has the address of 1335 WEST 1220 NORTH, LEHI, Utah 84043 (herein "Property Address");
[Street] [City]
[ZIP Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property";

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated MARCH 9 1995 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$65,000.00, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on MARCH 8 2010; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

UTAH - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3845

* If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declarations or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

* **12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and this Deed of Trust at the time of execution or after recordation hereof.

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15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and of the election to cause the Property to be sold and shall record such notice in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto or to the county clerk of the county in which the sale took place.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to five days before sale of Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. **Reconveyance.** Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

21. **Substitute Trustee.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

22. **Request for Notices.** Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address which is the Property Address.

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**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Kim A Barnes (Seal)
KIM A BARNES - Borrower

Connie L Barnes (Seal)
CONNIE L BARNES - Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

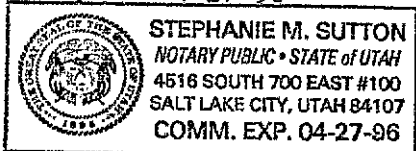
(Sign Original Only)

STATE OF UTAH, UTAH

County ss:

The foregoing instrument was subscribed and sworn to and acknowledged before me this 9th day of March, 1995 by Kim A. Barnes and Connie L. Barnes, husband and wife

My Commission Expires: 4-27-96



Stephanie M. Sutton
Notary Public
Residing at: Salt Lake City, Utah

(Space Below This Line Reserved For Lender and Recorder)

Beginning at a point which is North $0^{\circ}28'15''$ West along the Section Line 642.41 feet and West 780.76 feet from the East Quarter Corner of Section 7, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North $0^{\circ}20'29''$ West 639.50 feet to a fence line; thence North $89^{\circ}00'57''$ West along a fence line 104.88 feet; thence North $87^{\circ}31'05''$ West along a fence line 54.24 feet; thence North $89^{\circ}38'41''$ West along a fence line 278.06 feet; thence South $0^{\circ}36'55''$ West along a fence line 635.60 feet; thence South $88^{\circ}05'58''$ East along a fence line 170.34 feet; thence South $89^{\circ}37'26''$ East along a fence line 162.47 feet; thence South $88^{\circ}27'49''$ East along a fence line 115.07 feet to the point of beginning. Basis of Bearing is the Utah State Plane Coordinate System, Central Zone.

CHEMICAL BANK N. A.
C/O CHEMICAL FINANCIAL
SERVICES CORPORATION
2970 WILDERNESS PLACE, #120
BOULDER CO 80301

App/Loan # 8200010489

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UTAH - SECOND MORTGAGE

RIDER TO DEED OF TRUST

This is a Rider to the Deed of Trust dated MARCH 9, 1995 among KIM A. BARNES AND CONNIE L. BARNES, HIS WIFE, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON

CHEMICAL BANK, N.A. (Trustee).
and CHEMICAL BANK, N. A. (Beneficiary)

Borrower and Lender further covenant and agree as follows:

23. EFFECT OF THIS RIDER

Borrower understands that this Rider is a part of this Deed of Trust, and that it may change or add to any promises or agreements contained in this Deed of Trust or any other Rider to this Deed of Trust. Whenever the terms, conditions and promises contained in the printed portion of, or any other Rider to, this Deed of Trust differ or are in conflict with this Rider, the provisions of this Rider will control.

24. SUMS SECURED

The "indebtedness" and "sums" referred to in the fourth unnumbered paragraph of this Deed of Trust and referred to elsewhere in this Deed of Trust shall be defined as "Sums Secured" and shall further include all sums payable under any of the provisions of this Deed of Trust.

25. BORROWER'S RIGHT TO CONVEY THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

The fifth unnumbered paragraph of this Deed of Trust is deleted and replaced with the following:

Borrower covenants that Borrower is the lawful owner of the Property and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record and that this Deed of Trust constitutes a valid lien on the Property, subject only to the First Deed of Trust identified in Covenant 43 hereof. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

26. FUNDS FOR TAXES AND INSURANCE

The following subparagraph is added to Covenant 2 of this Deed of Trust:

Lender hereby waives the requirements of Covenant 2 of this Deed of Trust. Lender, however, specifically reserves to itself and to its successors and assigns the right to unilaterally cancel this waiver at any time and thereupon reinstate and enforce the said requirements of Covenant 2 of this Deed of Trust in accordance with and as allowed by applicable law.

27. APPLICATION OF PAYMENTS

The text of Covenant 3 of this Deed of Trust is deleted and replaced with the following:

Unless the law requires otherwise, Lender will apply each of Borrower's payments under the Note and under this Deed of Trust in the following order and for the following purposes:

- First, to amounts payable under Covenant 2
- Next, to payments made by Lender to protect its lien under this Deed of Trust;
- Next, to pay interest due;
- Next, to pay principal due;
- Next, to pay late charge due under the Note; and
- Last, to pay any other amount due under the Note and this Deed of Trust.

However, Lender has the right to change the order in which Borrower's payments are applied, if it so elects.

28. BORROWER'S OBLIGATIONS TO DELIVER RECEIPTS TO LENDER; LENDER'S RIGHT TO MAKE PAYMENTS

The following subparagraph is added to Covenant 4 of this Deed of Trust:

Borrower will deliver to Lender any receipts Borrower receives for the payment of all taxes, assessments, and other charges, fines and impositions within ten (10) days after Lender request these receipts. If Borrower does not deliver these receipts after Lender's

request, Lender may make these necessary payments as provided in Covenant 7 of this Deed of Trust.

29. HAZARD OR PROPERTY INSURANCE

The third and fourth unnumbered subparagraphs of Covenant 5 of this Deed of Trust are deleted and replaced with the following:

If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Covenant 7. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

The amount paid by the insurance company is called "proceeds." Lender may, at its option and on Borrower's behalf (i) make proof of loss to the insurance company, (ii) adjust and compromise any claims under the insurance, (iii) give releases or acquittances to the insurance company in connection with a settlement of any claim for insurance proceeds, and (iv) collect and receive the insurance proceeds. Borrower appoints Lender as its attorney-in-fact to do the things described in the last sentence, which appointment Borrower understands cannot be revoked by Borrower until the Sums Secured by this Deed of Trust have been fully paid. Borrower further understands that Lender's appointment as Borrower's attorney-in-fact is irrevocable and coupled with an interest, with full power of substitution, and shall not be affected by Borrower's subsequent disability or incompetence. Lender, at its option may use the proceeds to reduce the Sums Secured by this Deed of Trust (whether or not repairs have been made by Borrower), or Lender may release the proceeds (or any part of the proceeds) to Borrower to pay for the repair or restoration of the damaged property. Each insurance company concerned is hereby authorized and directed to pay such proceeds directly to Lender instead of jointly to Borrower and Lender.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Covenant 1 or change the amount of the payments. If under Covenant 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the Sums Secured by this Deed of Trust immediately prior to the acquisition.

Borrower will not allow any condition to exist on the Property which would, in any way, invalidate the insurance on the Property.

30. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY

The text of Covenant 7 of this Deed of Trust is deleted and replaced with the following:

If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or there is a legal proceeding that may significantly affect Lender's rights in the property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Deed of Trust, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this Covenant 7, Lender does not have to do so.

Any amounts disbursed by Lender under this Covenant 7 shall become additional debt of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

31. CONDEMNATION

The following subparagraph is added to Covenant 9 of this Deed of Trust:

The right to such proceeds and the use of such proceeds shall be governed by, and applied in accordance with, the provisions of Covenant 29 of this Rider as if such proceeds were hazard or property insurance proceeds.

32. NO CONFORMED COPY

Covenant 14 of this Deed of Trust is deleted.

33. DUE ON FURTHER ENCUMBRANCE

The text of Covenant 16 of this Deed of Trust is deleted and replaced with the following:

If Borrower sells or transfers all or any part of the Property or an interest therein, or allows an interest therein to be obtained by a third party, without Lender's prior written consent, Lender may declare all of the sums secured by this Deed of Trust to be immediately due and payable.

34. LENDER'S RIGHTS IF BORROWER FAILS TO KEEP PROMISES AND AGREEMENTS

The first subparagraph of Covenant 17 of this Deed of Trust is deleted and replaced with the following:

Upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any Sums Secured by this Deed of Trust, or any simultaneous or subsequent agreement between Borrower and Lender relating to this transaction, Lender, at Lender's option, may declare all of the Sums Secured by this Deed of Trust to be immediately due and payable without notice or demand and may invoke the power of sale herein granted and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Covenant 17, including, but not limited to,

reasonable attorney's fees, court costs, and cost of documentary evidence, abstracts and title reports.

35. DISCONTINUANCE OF ENFORCEMENT

The opening phrase of the text of Covenant 18 of this Deed of Trust (from "Notwithstanding" to "if:") is deleted and replaced with the following:

Notwithstanding Lender's acceleration of the Sums Secured by this Deed of Trust due to Borrower's breach, Lender, at its sole option, may discontinue any proceedings begun by Lender to enforce this Deed of Trust, at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgement enforcing this Deed of Trust if:

36. ASSIGNMENT OF RENTS

The text of Covenant 19 of this Deed of Trust is deleted and replaced with the following:

As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to default hereunder have the right to collect and retain such rents as they become due and payable.

Upon default hereunder, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and/or to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the Sums Secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received. Borrower gives Lender the right to have a receiver appointed, whether or not the value of the Property is worth more than the amount Borrower owes on this Deed of Trust.

37. RELEASE

The text of Covenant 20 of this Deed of Trust is deleted and replaced with the following:

Upon payment of all sums secured by this Deed of Trust, Lender shall release this Deed of Trust. If Trustee is requested to release this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee. Borrower shall pay all costs of recordation, if any.

38. LEGISLATION AFFECTING LENDER'S RIGHTS

If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Deed of Trust unenforceable according to its terms, Lender, at its option, may require immediate Payment in Full of all Sums Secured by this Deed of Trust and may invoke any remedies permitted by Covenant 17.

39. DEFENSE OF LENDER'S RIGHTS

If Lender has to defend its rights under the Note and this Deed of Trust (including power of sale), then any money Lender has to pay to defend its rights shall be added to the amount Borrower owes Lender. Borrower understands that Lender may ask an attorney to invoke the power of sale granted by this Deed of Trust, to collect money Borrower owes under the Note and this Deed of Trust, or to enforce any of the promises Borrower has made, and that his fees and costs are included in the money plus interest Borrower will have to pay under the terms of this Covenant. Borrower shall pay this money promptly, at Lender's request.

40. ADDITIONAL CHARGES

Borrower agrees to pay all reasonable charges in connection with the servicing of this loan including, but not limited to, obtaining tax searches and bills in processing insurance loss payments, ownership transfers, releases, easements, consents, extensions, modifications, special agreements, assignments, reduction certificates and release of this Deed of Trust.

41. SALE OF NOTE; CHANGE OF LOAN SERVICER

The Note or a partial interest in the Note (together with this Deed of Trust) may be sold one or more times without notice to Borrower. If there is a change of the Loan Servicer, Borrower will be given written notice of the change. If this Deed of Trust is assigned by the Lender, all or any portion of this Rider may, at the option of the Lender or the assignee, be deemed null and void.

42. HAZARDOUS SUBSTANCES

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property for small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. As used in this Covenant 42 "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that related to health, safety or environmental protection.

43. DESCRIPTION OF PRIOR DEED OF TRUST; NO FUTURE ADVANCES

The Property is subject to an existing Deed of Trust; dated APRIL 15 1993 , among the Borrower, ACTION TITLE COMPANY

(the "Existing Trustee") and

PLAZA HOME MORTGAGE BAML. FSB (BY ASSIGNMENT)

(the "Existing Lender"), recorded in Book 3132

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in the Registrar

of Deeds for UTAH County, Utah (the "First Deed of Trust"), which First Deed of Trust secures a promissory note in the original principal amount of \$ 90,000.00 . This Deed of Trust is subject to the First Deed of Trust to the extent that the First Deed of Trust constitutes a valid and prior lien on the Property as of the date hereof. The Borrower agrees that it will not request or accept any future advances or loans from the Existing Lender, its successors or assigns which would be secured by the lien of the First Deed of Trust and the request for or acceptance of any such future advances or loans shall constitute an event of default under this Deed of Trust.

44. NO WAIVER; CONFORMITY TO LAW

No waiver by Lender of any covenant in this Deed of Trust or in the Note secured hereby shall at any time hereafter be held to be a waiver of any of the other terms hereof or of the Note secured hereby, or future waiver of the same covenant.

It is agreed that nothing herein contained nor any transaction related thereto shall be construed or so operate as to require the Borrower to pay interest at a rate greater than it is now lawful in such case to contract for, or to make any payment or to do any act contrary to law; that should any provision of this deed of trust be found to violate the laws or court decisions of the State of Utah or the United States, such provision shall be deemed to be amended to comply with and conform to such laws and decisions.

45. CHANGING THIS DEED OF TRUST

Except as provided in Covenants 38, 41 and 44 above, this Deed of Trust may be changed only if Lender and Borrower both give their written consent.

This Rider is a part of the attached Deed of Trust and, by signing below, Borrower agrees to all of the above.

WITNESSES:

_____ *Kim A Barnes* (Seal)
 KIM A BARNES -Borrower

_____ *Connie L Barnes* (Seal)
 CONNIE L BARNES -Borrower

_____ (Seal)
 -Borrower

_____ (Seal)
 -Borrower
 (Sign Original Only)

STATE OF UTAH, UTAH County ss:

I Stephanie M. Sutton a Notary Public of the County of UTAH State of Utah, do hereby certify that Kim A. Barnes and Connie L. Barnes

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 9th day of March, 1995

My Commission expires: 4-27-96

Stephanie M Sutton
Notary Public

