

1550

WHEN RECORDED, MAIL TO:

David K. Broadbent, Esq.....

PRINCE, YEATES & GELDZAHLER.....

175 East 400 South, Suite 900.....

Salt Lake City, Utah 84111

Space Above This Line For Recorder's Use

5227686
31 MARCH 92 04:50 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
DAVID BROADBENT
REC BY: SHARON WEST , DEPUTY

AMENDED AND RESTATED
TRUST DEED

With Assignment of Rents
and Security Agreement

THIS TRUST DEED, made this 30th day of December, 1991
as of

between UTAH WOOL MARKETING ASSOCIATION, a Utah corporation

....., as TRUSTOR,

whose address is 855 South 500 West in Salt Lake City, Utah,
(Street and number) (City) (State)

LANDMARK TITLE COMPANY....., as TRUSTEE,* and

J. R. BROADBENT....., as BENEFICIARY,

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST,
WITH POWER OF SALE, the following described property, situated in Salt Lake County
County, State of Utah:

See attached Exhibit "A",
which is incorporated herein.

5227686

BK6434PG2399

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits;

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of up to \$950,000.00** made by Trustor, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

*NOTE: Trustee must be a member of the Utah State Bar; a bank, building and loan association or savings and loan association authorized to do such business in Utah; a corporation authorized to do a trust business in Utah; or a title insurance or abstract company authorized to do such business in Utah.
**This Trust Deed is executed in connection with a Revolving Line of Credit Agreement and a Promissory Note both of even date herewith, under which Beneficiary has agreed to loan Trustor up to a maximum of \$950,000.00.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general; and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Trustor further agrees:

(a) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and

(b) To allow Beneficiary to inspect said property at all times during construction.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in the companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust.

6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay his reasonable fees.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of ten per cent (10%) per annum until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

10. As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Trust Deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

11. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

13. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

14. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

BK 6434Pc2400

15. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at 10% per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

16. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

17. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

18. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the note secured hereby. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

19. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

20. This Trust Deed shall be construed according to the laws of the State of Utah

21. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

See Addendum attached hereto and incorporated herein.

Signature of Trustor

UTAH WOOL MARKETING ASSOCIATION, a Utah corporation

By: *Lee R. Barton*
Its: *Vice-President*

(If Trustor an Individual)

STATE OF UTAH
COUNTY OF Sanpete ss.

On the day of, A.D. 19....., personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that ...he... executed the same.

Notary Public residing at:

~~My Commission Expires~~

(If Trustor a Corporation)

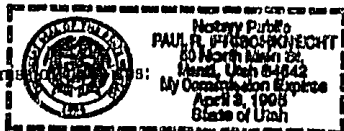
STATE OF UTAH
COUNTY OF Sanpete ss.

On the 29th day of March, A.D. 1992, personally appeared before me Lee R. Barton, who being by me duly sworn, says that he is the Vice President of Utah Wool Marketing Association the corporation that executed the above and foregoing instrument and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by authority of a resolution of its board of directors) and said HE acknowledged to me that said corporation executed the same.

Notary Public residing at:

Paul R. Wineschke
Maize, Utah

My Commission Expires



BK6434PG2401

REQUEST FOR FULL RECONVEYANCE

(To be used only when indebtedness secured hereby has been paid in full)

TO: TRUSTEE.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Trust Deed. Said note, together with all other indebtedness secured by said Trust Deed has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Trust Deed, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Trust Deed delivered to you herewith, together with the said Trust Deed, and to reconvey, without warranty, to the parties designated by the terms of said Trust Deed, all the estate now held by you thereunder.

Dated....., 19.....

.....
.....

Mail reconveyance to

TRUST DEED

With Assignment of Rents

.....
.....
.....
.....
.....

TO

AS TRUSTEE FOR

.....
.....
.....

Dated, 19.....

FORM 142—TRUST DEED, LONG FORM—KELLY CO., 55 W. NINTH SOUTH, S.L.C., UTAH

BK6434PG2402

ADDENDUM TO TRUST DEED

THIS ADDENDUM TO TRUST DEED (the "Addendum") is attached to and forms a part of that certain Amended and Restated Trust Deed With Assignment of Rents and Security Agreement (the "Trust Deed"), dated as of December 30, 1991, between UTAH WOOL MARKETING ASSOCIATION, as trustor (the "Trustor"), LANDMARK TITLE COMPANY, as trustee (the "Trustee"), and J. R. BROADBENT, as beneficiary (the "Beneficiary"). The Trust Deed as amended by this Addendum amends and restates that certain Trust Deed dated January 8, 1986, between Trustor, Beneficiary and Backman Title Company, as trustee, which was recorded on March 24, 1986, as Entry No. 4218651 in Book 5747 at Page 2863 of the official records of the Salt Lake County, Utah, Recorder (the "Underlying Trust Deed").

The following provisions amend or are in addition to those contained in the Trust Deed:

1. The following described rights and property are hereby added to the property and rights already described on the first page of the Trust Deed:

TOGETHER WITH all accounts and contracts receivable and inventory of the Debtor and all tangible personal property now or at any time hereafter located on or at the Premises described in Exhibit "A" attached hereto or used in connection therewith, including, but not limited to: plans and specifications related to the Premises, all goods, machinery, equipment (including wool balers, fork lifts, conveyors, fire sprinklers and alarm systems, air conditioning, heating, refrigerating, equipment for maintenance, and all other equipment of every kind), all furniture, furnishings, appliances (including refrigerators, stoves, water heaters and incinerators), inventory, tools, carpets and other floor coverings, window coverings, lighting fixtures, maintenance supplies, building materials, and other supplies and equipment.

2. Paragraph 7 of the printed provisions of the Trust Deed is amended to read in its entirety as follows:

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure until paid at the rate stated in that certain Promissory Note Secured By Amended And Restated Trust Deed With Assignment Of Rents And Security Agreement, dated of even date herewith, in the original principal amount of up to \$950,000.00, executed by Trustor in Beneficiary's favor (the "Note"), and secured hereby, and the repayment of such sums thereof shall be secured hereby.

8K6434PG2403

3. Paragraph 15 of the printed provisions of the Trust Deed is amended to read in its entirety as follows:

15. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, except as otherwise required by Utah law then in effect, notice of postponement may be given by oral announcement thereof by such person at the time and place last appointed for the sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at the rate stated in the note secured hereby; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

4. Paragraph 16 of the Trust Deed is hereby amended to include the following remedy in addition to those already described in the Trust Deed:

In the event of a default hereunder, Beneficiary is also entitled to exercise all of the rights and remedies of a secured party under the Utah Uniform Commercial Code.

5. The following provisions are hereby added to the Trust Deed as paragraphs 22, 23, 24, and 25:

22. This Trust Deed constitutes a security agreement, as that term is used in the Utah Uniform Commercial Code, and Trustor hereby grants to Beneficiary a security interest in all of the property which consists of personal property (including goods, documents, instruments, equipment, general intangibles, chattel paper or accounts) or fixtures subject to the Utah Uniform Commercial Code, as security for the obligations secured hereby. Pursuant to applicable provisions of the Utah Uniform Commercial Code, this Trust Deed shall be effective as a financing statement filed as a fixture filing from the date of its recording.

23. In addition to any other defaults occurring hereunder, a default shall occur hereunder if there has occurred any breach of or default under any term, covenant, condition, provision, representation, or warranty contained in this Trust Deed, the note secured hereby, or any other of the instruments or documents given to further evidence or secure the obligations secured hereby, or any part thereof, or under any other obligation owing by Trustor to Beneficiary, including, without limitation, that certain Guaranty, and that certain Revolving Line of Credit Agreement, both of even date herewith.

24. The extension of credit, and any other loan secured hereby has been made in reliance upon Trustor's creditworthiness, ownership, management, and control of the subject property. Therefore, if Trustor conveys or suffers the conveyance of the subject property, or if Trustor otherwise relinquishes or loses its present degree of such ownership, management, or control, or further encumbers or allows any further encumbrance upon the subject property, then all indebtedness secured hereby shall, at the option of Beneficiary, become immediately due and payable. As used herein "conveys or suffers the conveyance of" includes the sale or encumbrance, agreement to sell, assign (collaterally or otherwise), convey, encumber, or transfer of the property, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise.

25. Except as set forth herein, the terms and conditions of the trust deed which this Addendum amends and restates shall remain unchanged and in full force and effect.

6. In the event of any inconsistencies between the terms contained in this Addendum and the printed provisions contained in the Trust Deed, this Addendum shall control. Except to that extent, the terms of the Trust Deed shall remain in full force and effect.

7. Nothing herein shall be deemed to release any collateral (real property or personal property) currently securing repayment of the note secured hereby and covered by the Trust Deed or the Underlying Trust Deed. Trustor and Beneficiary expressly intend to maintain the priority of the Underlying Trust Deed, which shall remain valid, continuous, and in full force for the benefit of Beneficiary until expressly released by Beneficiary by written instrument specifically referring to the Underlying Trust Deed and expressly (and not merely implying) an intent to release and extinguish the Underlying Trust Deed, which instrument shall be filed for record in the office of the Salt Lake Recorder's office.

IN WITNESS WHEREOF, Trustor has executed this Addendum to Trust Deed as of December 30, 1991.

TRUSTOR:

UTAH WOOL MARKETING ASSOCIATION, a Utah corporation

By: Paul R. Frischknecht ✓
Its: Vice President

STATE OF UTAH)

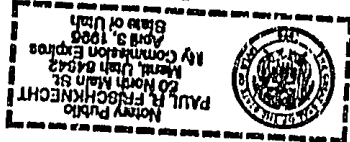
: ss

COUNTY OF Sanpete)

The foregoing instrument was acknowledged before me, this 27th day of March, 1992, by Paul R. Frischknecht Vice Pres. ✓ the Vice President of UTAH WOOL MARKETING ASSOCIATION, INC.

Paul R. Frischknecht
Notary Public
Residing at: Manti Utah.

My commission expires:



The real property identified in the foregoing instrument is situated in Salt Lake County, Utah, and is more particularly described as follows:

BEGINNING 8.45 feet West of the Northeast corner of Lot 3, Block 8, Plat "A," Salt Lake City Survey, and running thence South 178.0 feet, thence West 208.95 feet to a point on a curve to the right, thence Northwesterly 113.82 feet along said curve to the West line of Lot 4, said Block 8, thence North 165.28 feet to the Northwest corner of said Lot 4, thence East 321.55 feet to the point of BEGINNING.

Subject to a right of way for a spur tract of the Oregon Short Line Railroad over and across the Southerly line thereof.

Exhibit "A"

0412C
11692

BK6434PG2407