

2009

Kenneth E. Winward v. Geraldine W. Goodliffe : Brief of Appellant

Utah Court of Appeals

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Robert A. Echard; Attorney for Appellee.

Clark W. Sessions; Sarah L. Campbell; Clyde, Snow & Sessions; Attorneys for Appellant.

Recommended Citation

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IN THE UTAH COURT OF APPEALS

KENNETH E. WINWARD,	:	
	:	
Plaintiff/Appellant,	:	ADDENDUM TO BRIEF OF
	:	APPELLANT
v.	:	
	:	Case No. 20090972-CA
GERALDINE W. GOODLIFFE,	:	
	:	
Defendant/Appellee.	:	

ADDENDUM TO BRIEF OF APPELLANT KENNETH E. WINWARD

Appeal from a Judgment and Orders Entered by the Second Judicial District Court,
Weber County, Utah, Honorable W. Brent West, District Judge, Presiding

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FILED
UTAH APPELLATE COURTS
APR 23 2010

IN THE UTAH COURT OF APPEALS

KENNETH E. WINWARD,	:	
	:	
Plaintiff/Appellant,	:	ADDENDUM TO BRIEF OF
	:	APPELLANT
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TABLE OF CONTENTS

- A Motion for Limiting the Evidence that May Be Introduced at Trial (Apr. 4, 2008)
- B Utah Code Ann. § 25-5-4(1) (2009); Utah Code Ann. § 75-2-609 (2009)
- C Decision (Oct. 30, 2008)
- D Findings of Fact and Conclusions of Law and Order (Dec. 29, 2008)
- E Decision (Oct. 9, 2009)
- F Myrtle Winward Trust, Amendment, and Will
- G Richard E. Winward Trust, Amendment, Will, and Trustee Acceptance of Appointment
- H Trial Exhibit 3
- I Trial Exhibit 4
- J Trial Exhibit 13

Tab A

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IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR WEBER COUNTY, STATE OF UTAH

KENNETH E. WINWARD,	)	MOTION FOR LIMITING THE
Plaintiff,	)	EVIDENCE THAT MAY BE
		INTRODUCED AT THE TRIAL
v.	)	Case No. 053900338
GERALDINE W. GOODLIFFE,)	
Defendant.	)	Judge: W. Brent West

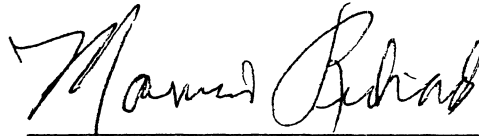
COMES NOW, the Plaintiff, by and through his attorneys of record, and hereby moves this court for an Order to limit the evidence to be introduced at the trial to the items raised in the trust itself or the Complaint and now allow any evidence related to personal property that was not transferred into the Trustee's name by the Trustor prior to her death, or gifts made to either party that were not designated in writing signed by the Trustor as express

advancements or insurance or joint tenancies in accordance with the terms of the trust or were made more than six years prior to the Trustor's death as prohibited by Section 78-12-23 Utah Code Annotated.

This Motion is supported by the attached memorandum.

DATED this 4th day of April, 2008.

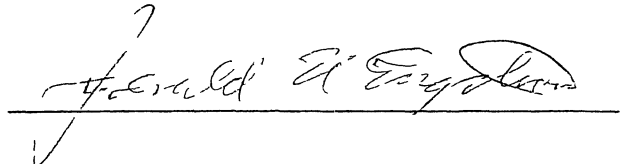

JERALD N. ENGSTROM


MAURICE RICHARDS
Attorneys for Plaintiff

CERTIFICATE OF MAILING

I hereby certify that I hand delivered on April 4, 2008, a true and correct copy of the foregoing document(s) to the following individual:

Robert A. Echard, Esq.
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Tab B

Title/Chapter/Section: [Go To](#)

Utah Code

[Title 25](#) Fraud[Chapter 5](#) Statute of Frauds**Section 4** Certain agreements void unless written and signed.**25-5-4. Certain agreements void unless written and signed.**

(1) The following agreements are void unless the agreement, or some note or memorandum of the agreement, is in writing, signed by the party to be charged with the agreement:

(a) every agreement that by its terms is not to be performed within one year from the making of the agreement;

(b) every promise to answer for the debt, default, or miscarriage of another;

(c) every agreement, promise, or undertaking made upon consideration of marriage, except mutual promises to marry;

(d) every special promise made by an executor or administrator to answer in damages for the liabilities, or to pay the debts, of the testator or intestate out of his own estate;

(e) every agreement authorizing or employing an agent or broker to purchase or sell real estate for compensation; and

(f) every credit agreement.

(2) (a) As used in Subsection (1)(f) and this Subsection (2):

(i) (A) "Credit agreement" means an agreement by a financial institution to:

(I) lend, delay, or otherwise modify an obligation to repay money, goods, or things in action;

(II) otherwise extend credit; or

(III) make any other financial accommodation.

(B) "Credit agreement" does not include the usual and customary agreements related to deposit accounts or overdrafts or other terms associated with deposit accounts or overdrafts.

(ii) "Creditor" means a financial institution which extends credit or extends a financial accommodation under a credit agreement with a debtor.

(iii) "Debtor" means a person who seeks or obtains credit, or seeks or receives a financial accommodation, under a credit agreement with a financial institution.

(iv) "Financial institution" means:

(A) a state or federally chartered:

(I) bank;

(II) savings and loan association;

(III) savings bank;

(IV) industrial bank; or

(V) credit union; or

(B) any other institution under the jurisdiction of the commissioner of Financial Institutions as provided in Title 7, Financial Institutions Act.

(b) (i) Except as provided in Subsection (2)(e), a debtor or a creditor may not maintain an action on a credit agreement unless the agreement:

(A) is in writing;

(B) expresses consideration;

(C) sets forth the relevant terms and conditions; and

(D) is signed by the party against whom enforcement of the agreement would be sought.

(ii) For purposes of this act, a signed application constitutes a signed agreement, if the creditor does not

customarily obtain an additional signed agreement from the debtor when granting the application.

(c) The following actions do not give rise to a claim that a credit agreement is created,

unless the agreement satisfies the requirements of Subsection (2)(b):

(i) the rendering of financial advice by a creditor to a debtor;

(ii) the consultation by a creditor with a debtor; or

(iii) the creation for any purpose between a creditor and a debtor of fiduciary or other business relationships.

(d) Each credit agreement shall contain a clearly stated typewritten or printed provision giving notice to the debtor that the written agreement is a final expression of the agreement between the creditor and debtor and the written agreement may not be contradicted by evidence of any alleged oral agreement. The provision does not have to be on the promissory note or other evidence of indebtedness that is tied to the credit agreement.

(e) A credit agreement is binding and enforceable without any signature by the party to be charged if:

(i) the debtor is provided with a written copy of the terms of the agreement;

(ii) the agreement provides that any use of the credit offered shall constitute acceptance of those terms; and

(iii) after the debtor receives the agreement, the debtor, or a person authorized by the debtor, requests funds pursuant to the credit agreement or otherwise uses the credit offered.

Amended by Chapter 92, 2004 General Session

Download Code Section Zipped WordPerfect 25_05_000400.ZIP 3.654 Bytes

<< Previous Section (25-5-3) Next Section (25-5-5) >>

UTAH STATE LEGISLATURE

[Home](#) | [Site Map](#) | [Calendar](#) | [Code/Constitution](#) | [House](#) | [Senate](#) | [Search](#)Title/Chapter/Section: [Go To](#)[Utah Code](#)[Title 75](#) Utah Uniform Probate Code[Chapter 2](#) Intestate Succession and Wills**Section 609** Ademption by satisfaction.**75-2-609. Ademption by satisfaction.**

(1) Property a testator gave in his lifetime to a person is treated as a satisfaction of a devise in whole or in part, only if:

- (a) the will provides for deduction of the gift;
- (b) the testator declared in a contemporaneous writing that the gift is in satisfaction of the devise or that its value is to be deducted from the value of the devise; or
- (c) the devisee acknowledged in writing that the gift is in satisfaction of the devise or that its value is to be deducted from the value of the devise.

(2) For purposes of partial satisfaction, property given during lifetime is valued as of the time the devisee came into possession or enjoyment of the property or at the testator's death, whichever occurs first.

(3) If the devisee fails to survive the testator, the gift is treated as a full or partial satisfaction of the devise, as appropriate, in applying Sections **75-2-603** and **75-2-604**, unless the testator's contemporaneous writing provides otherwise.

Repealed and Re-enacted by Chapter 39, 1998 General Session

Download Code Section [Zipped](#) WordPerfect [75_02_060900.ZIP](#) 2,072 Bytes

[<< Previous Section \(75-2-608\)](#) [Next Section \(75-2-610\) >>](#)

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Tab C



VD27341430

pages: 7

053900338 GOODLIFFE, GERALDINE W

**IN THE SECOND JUDICIAL DISTRICT COURT
WEBER COUNTY, STATE OF UTAH**

FILED

NOV - 3 2008

SECOND
DISTRICT COURT

KENNETH E. WINWARD,,
Plaintiff,

DECISION

vs.

GERALDINE W. GOODLIFFE,
Defendant.

Judge: W. Brent West
Clerk: Pamela Allen
Case: 053900338

NOV 3 2008

After the trial, the Court took under advisement two issues. The first issue was a determination of the amounts that the Plaintiff, Kenneth E. Winward, owes the Myrtle Winward Trust for monies advanced to him. The second issue was to determine the value of 6.5 acres of real property still remaining in the trust. Each of the major issues has several sub-issues.

In order to facilitate a determination of the real estate property value, the Court gave both parties 60 days to obtain bids on the real property. To be candid, in hindsight, this was a mistake. That effort created more problems for the Court than it resolved.

The Court will address each issue and its sub-issues separately.

The Court finds that the Plaintiff received \$630,443.00 in advanced trust monies. At trial, the Defendant, Geraldine W. Goodliffe, claimed \$727,479.21 in advancements. However, the Court is satisfied that several of the amounts claimed in the Defendant's exhibit are appropriately accounted for and should not be attributed to the Plaintiff as advancements against the trust. The amounts deducted by the Court included the \$69,000.00 the Plaintiff allegedly received as proceeds from the sale of the Club Manhattan, the \$2,516.00 paid to W. Michael Hunter to

resolve a civil lawsuit and a \$10,700.00 personal check written from Myrtle Winward to the Plaintiff. These amounts total \$82,206.00.

In addition, the Defendant claims \$235,000.00 in total advancements for transactions that involved Myrtle Winward's home. However, the Court found the figure of \$228,494.79, stipulated to and admitted to, by the Plaintiff, is the more reliable amount and adopts that figure.

For clarity, the Court has attached a copy of the Defendant's exhibit that the Court relied upon at trial and has highlighted, in yellow, the amounts it has deducted.

The second issue under advisement is the value of the 6.5 acres of real estate still in the trust. The Defendant submitted an appraisal that placed the value of the property at \$196,000.00. In contrast, the Plaintiff testified that the property was worth anywhere from \$95,000.00 to \$100,000.00 an acre, for a total value of between \$617,500.00 and \$650,000.00.

Subsequent to the trial, the Court received two other offers for the purchase of the property. The first offer, from David Green, was an offer of \$472,500.00 for the entire property. The second offer was from Commercial Partnership Etal, who offered \$75,000.00 an acre, but who only wanted to purchase the prime two acres of the 6.5 acres of property.

Although these offers are objected to by the Defendant, the Court is admitting the offers for the Court's consideration in its determination of the value of the real property. However, having said that, and after reviewing the offers and considering them, the Court rejects the values that the two offers have placed on the property.

The offer submitted by Commercial Partnership Etal is not helpful, to the Court because

it only values the two prime acres of the entire 6.5 acres. Clearly, the other 4.5 acres have some value, but Commercial Partnership Etal does not want to purchase those 4.5 acres and thus gives no value to them. As a result, that offer simply doesn't help the Court in determining a value for the entire 6.5 acres.

The Dave Green offer is rejected by the Court because there are myriad conditions and contingencies that would have to occur, at considerable expense to the trust, to bring about the purchase price of \$472,500.00. So, although the Court considered the offers, the Court gives little, if any weight, to their reflected values.

One footnote on this issue is in order. On Wednesday, October 28, 2008, Dave Green contacted the Court's clerk. Mr. Green wanted to know the status of the case and wanted his \$10,000.00 earnest money returned. The Court authorized the return of Mr. Green's earnest money. This was done for several reasons. The Court never solicited a sale for the property. The Court never ordered the parties to sell the property. The Court never ordered the parties to enter into real estate agreements to purchase the property. The Court wasn't even actually aware that the \$10,000.00 earnest money was deposited into the Court until Mike Green contacted the clerk and she retrieved the file and it was reviewed by the Court. In addition, the Defendant always made it perfectly clear at the trial that she had no interest in or desire to sell the property until this lawsuit was resolved. Finally, the only thing the Court intended was to give the parties an opportunity to solicit bids on the value of the property that might help the Court in reaching an appropriate value, given the parties' vastly disparate evidence at trial.

With all this being said, the Court finds the value of the 6.5 acres of real property to be \$196,000.00. The appraisal contains the best and most reliable evidence submitted to the Court, in regards to the value of the entire 6.5 acres. The Court acknowledges that the value may be on the conservative side. However, given the current economy and real estate market, it may also be generous.

At trial, the Defendant submitted a record of the administrative expenses that were incurred by the trustees. These totaled \$25,400.00. They were uncontested and appear to be fair and reasonable. The Court adopts this amount as its finding on this issue.

In analyzing the distribution of the trust assets, the Court utilizes the following formula. The trust estate currently has \$223,441.00 in it. The Plaintiff was advanced \$630,443.00 in trust monies. No monies were advanced to the Defendant. Totaling those amounts puts the total trust amount at \$853,884.00. Subtracting the trust's administrative costs of \$25,400.00, for which both parties are equally responsible, leaves \$828,484.00. Dividing that amount between the two parties, as required by the trust, gives each of the parties' \$414,242.00. However, the Plaintiff has already received \$630,343.00 in advance payments. Subtracting the Plaintiff's share of the trust, \$414,242.00 from the Plaintiff's advance payments of \$630,443.00 means the Plaintiff owes the trust \$216,201.00.

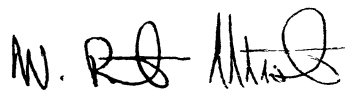
As to interest, the Court previously ruled from the bench at the close of the trial, that the advance payment amounts were subject to interest at the statutory rate of 10% per year from the date that these monies were advanced to the Plaintiff. In this instance, the 10% interest rate

should only apply to the \$216, 201.00 that was over and above the amount that the Plaintiff would have received under the trust. To apply interest to the total amount of advance payments (\$630,443.00) would be penalizing the Plaintiff for using his own money. Besides, the trust talks in terms of advancements, not loans. However, the Plaintiff should not be allowed to use the Defendant's share of the trust estate without paying a reasonable rate of interest, especially having used the monies without the approval of the Defendant and fellow co-trustee.

The Defendant substantially prevailed on almost all the issues. Given the Court's previous ruling from the bench that the Plaintiff breached his trustee's fiduciary duties, the Defendant is awarded \$19,000.00 in attorneys' fees. The Court finds the attorneys' fees, submitted by the Defendant, are both reasonable and necessary.

As previously ordered, the attorney for the Defendant will please prepare Findings of Facts, Conclusions of Law and a Judgment or Order, consistent with this Ruling.

Dated this 30th day of October 2008.

A handwritten signature in black ink, appearing to read 'W. Brent West', written over a horizontal line.

Judge W. Brent West
Second District Court

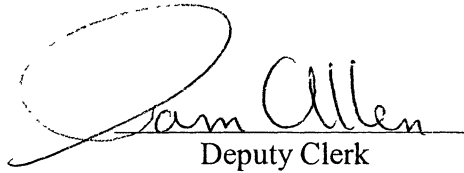
Page six
Decision
Case 053900338

CERTIFICATE OF MAILING

I hereby certify that on the 3rd day of November, 2008, I mailed a true and correct copy of the foregoing Decision to the parties as follows:

Robert A. Echard
2491 Washington Blvd Suite 200
Ogden, Ut 84401

Jerald N. Engstrom
2568 Washington Blvd Suite 200
Ogden, Ut 84401


Deputy Clerk

Group	Ref #	Date	From	Amount	Notes
Club Manhattan	1	8/25/1987	United Savings	50,000.00	Down payment for Club Manhattan
	2	1990		1,290.00	Various expenses paid by Richard for Club Manhattan
	3	12/5/1990		5,000.00	Paid for payroll for Club Manhattan
	4	1991		56,079.77	Club Manhattan expenses
	5	6/12/1991		1,603.10	Paid Utah State Tax Commission for payroll taxes for Club Manhattan for 1990 payroll taxes
	6	1991		61,500.00	Used to reimburse Kent Bangerter's down payment for Club Manhattan
	7	1991		1,331.41	Paid Job Service to Club Manhattan
	8	1992		25,000.00	Dick loaned money to Jerry Gatto to help him buy the club from Ken because Ken asked him to.
		1992		69,000.00	Ken received from the sale of Club Manhattan for his benefit.
			Total: Club Manhattan	270,804.28	
Myrtle's House	9	5/5/1994	Bank of Utah	51,345.00	Loan taken out on Myrtle's house; the proceeds went to Ken
	10	12/28/1994	Great Western Thrift and Loan	38,655.00	Took out \$90,000 loan on Myrtle's house from Great Western and paid off the \$51,345 to Bank of Utah; the proceeds went to Ken.
	11	10/30/1995	First Community Bank	25,000.00	Took out \$115,000 loan on Myrtle's house from First Community and paid off the \$90,000 to Great Western; the proceeds went to Ken.
	12	3/26/1997	KeyBank	115,000.00	Took out an additional \$115,000 loan on Myrtle's house from KeyBank; proceeds went to Ken.
	13	12/29/1998	First Franklin Financial Corp	5,000.00	Took out \$235,000 loan on Myrtle's house from First Franklin and paid off the \$115K due First Community and Key Bank.
			Total: Myrtle's House	235,000.00	
Attorney Joe Bottom	14	11/29/1990	Merrill Lynch	4,000.00	Attorney Joe Bottom
	14	1991	United Savings Check # 106	4,315.00	Attorney Joe Bottom
			Total: Attorney	8,315.00	
Miscellaneous	15	1987		2,000.00	Line of credit on Beth's house paid by Dick.
	16	8/23/1988		2,516.00	Civil matter resolved by payment to W. Michael Hunter
	17	1989		150,000.00	3 C. D.s pledged as collateral on loan for Ken on which Ken later defaulted.
	18	1989		18,770.15	Pay off interest on Bank of Utah loan for Ken.
		7/19/1989			Ken's bankruptcy finalized
	19	1991		12,392.00	Interest paid on Ken's loan from West One Bank
	20	1991		771.77	Paid finance charges on Ken's car
	21	1991		500.00	Paid to IRS by cashiers check
	22	5/10/1991	Merrill Lynch	5,000.00	Check written to Ken Winward
	23	7/2/1991	United Savings Bank	10,710.01	Loan taken out by Richard with proceeds going to Ken.
	24	6/2/1998	Bank of Utah	10,700.00	Personal check written by Myrtle to Ken.
			Total: Miscellaneous	213,359.93	
			Total	727,479.21	

Tab D

053900338 GOODLIFFE, GERALDINE W

VD27814603

pages: 9



FINDINGS OF FACT AND CONCLUSIONS OF LAW

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JAN 09 2009

SECOND DISTRICT COURT
2009 JAN -9 PM 12:29

IN THE SECOND JUDICIAL DISTRICT COURT OF WEBER COUNTY
OGDEN DEPARTMENT, STATE OF UTAH

KENNETH E. WINWARD,

Plaintiff,

vs.

GERALDINE W. GOODLIFFE,

Defendant.

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

Case No. 053900338

Judge: ~~W. Brent West~~ West

FINDINGS OF FACT

The above-entitled matter came on for trial before Judge Brent West on April 7, 8, and 10, 2008. The Plaintiff was present and represented by his attorneys, Jerald Engstrom and B. Maurice Richards. The Defendant was present and represented by her attorney, Robert Echard. The court having received testimony and exhibits, took the matter under advisement. The court issued a Memorandum Decision on the 30th day of October, 2008. Now therefore, the court makes the following findings of fact.

1. The Plaintiff and Defendant are siblings, and the children of Richard E. Winward and Myrtle Winward.
2. Richard E. Winward and Myrtle Winward created separate trust agreements on September 12, 1980. Richard and Myrtle Winward executed pour over wills, which

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provided that any of their assets that they had not already placed into the trust would automatically go into the trust upon their death. Both trust agreements provided upon the death of the trustor, the assets would be divided into two separate trusts. One trust would be a marital trust for the surviving spouse, and the other would be a residual trust for the parties' two children.

3. Richard E. Winward died on August 1, 1992. Myrtle Winward died on June 23, 1999.

4. Richard Winward's assets, which did not go into the marital trust for the benefit of his spouse who survived him were to go into a residual trust to be distributed equally to the children. The assets in the residual trust created by Richard Winward were to be distributed to the children upon the death of the surviving spouse, Myrtle Winward. The assets in the Myrtle Winward trust were to be distributed to the children upon her death. Consequently, all of the assets from the Richard E. Winward trust and the Myrtle Winward trust that were not used by Myrtle Winward during her life were to be distributed to the children equally after the death of Myrtle Winward, which was June 23, 1999.

5. Paragraph 5 of both the Richard Winward and Myrtle Winward trusts states in part as follows, "Assets received from the trustor by any of the trustee's children, by means other than the expressed conditions of this instrument, such as through life insurance, beneficiary arrangements, joint tenancy survivorship, or expressed advancements, shall be taken into account in making such equal distribution..."

6. The court interprets paragraph 5 of the trust to state that the entire trust shall be divided equally at the time that the second trustor, Myrtle Winward dies. In addition, any

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other transfers of property that occurred between the trustor and the children, shall be taken into account in determining an equal distribution. The three items listed in paragraph 5 of the trust are not exclusive. They are only illustrative of the possible transactions that could occur between the trustor and his or her children.

7 On the death of Richard E. Winward, Myrtle Winward, Geraldine Goodliffe, and Kenneth Winward were appointed to act as joint trustees. On the death of Myrtle Winward, Geraldine Goodliffe and Kenneth Winward were the joint trustees.

8 All transactions involving the assets of either trust had to be approved by all of the trustees. All transfers of the marital trust assets by Kenneth E. Winward, without the consent of Geraldine Goodliffe, was a breach of Kenneth Winward's duties as a trustee. The court finds that the Plaintiff received monies from the trust without the knowledge or consent of the Defendant during the time that the Plaintiff was a joint trustee of the trust with the Defendant. The use of the trust assets by Kenneth E. Winward without the consent and knowledge of Geraldine Goodliffe, was a breach of Kenneth Winward's duties as a trustee, and constituted a defalcation or misappropriation of trust funds while acting in his fiduciary capacity as a trustee.

9 The court finds that the Plaintiff, Kenneth E. Winward, received an advancement of trust monies. Between August of 1987 and 1992, the Plaintiff received \$201,804.28 in connection with Club Manhattan, a nightclub acquired and operated by the Plaintiff.

10 The Defendant claims that the Plaintiff received between May 5, 1994 and December 29, 1998, \$235,000 associated with Myrtle Winward's home. The Plaintiff, in his

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pleadings, admitted that he received \$228,494.79 on Myrtle Winward's home. The court finds the more accurate sum is the \$228,494.79 as admitted by the Plaintiff.

11. The court finds that the Plaintiff received \$8,315 to pay attorney fees to his attorney, Joe Bottom.

12. The Defendant claimed that the Plaintiff received money between 1987 and 1998, in the total sum of \$213,359.92. The court deducted from this sum \$2,516, which was paid to W. Michael Hunter to resolve a civil matter, and \$10,700 which was a personal check written by Myrtle Winward to Kenneth Winward.

13. A portion of the assets received by the Plaintiff included a loan of \$10,710.01 as of July 2, 1991. The statute of limitations as to said loan is waived because the statute does not begin to run until a trustee makes an accounting of the funds received by the trustee. The Plaintiff has not made an accounting of these funds to the date of the trial, and therefore, the statute of limitations is waived or it did not begin to run.

14. The Defendant claimed the Plaintiff received \$727,479.21 from trust assets. After the deductions made by the court, the court finds that the Plaintiff received trust monies and assets in the sum of \$630,443.

15. One of the assets in the trust consists of 6.5 acres of real estate, located in North Ogden, Weber County, State of Utah. The Defendant submitted during the trial, an appraisal and testimony that placed a value on the property of \$196,000. The Plaintiff testified that the property was worth between \$95,000-\$100,000 per acre, for a total value between \$617,500, and and \$650,000. Subsequent to the trial, the court received two offers for the purchase of the property. The Defendant objected to the court receiving these offers.

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The Defendant's objection was overruled, and the court received the offers. However, having received the offers, the court, after reviewing the same, rejected the values that the two offers had placed on the property.

16. An offer submitted by Commercial Partnerships et al is not helpful, because it only values the two prime acres of the entire 6.5 acres. The offer does not help the court in determining a value for the total 6.5 acres.

17. The offer from David Green is rejected by the court because of myriad conditions and contingencies that would have to occur at considerable expense to the trust to bring their purchase price to \$472,500, as listed on the offer. The court gives little, if any weight to the value reflected in the offer.

18. During the course of the trial, the Defendant made it clear that she had no interest or desire to sell the property until the lawsuit was resolved. The court intended by allowing the Plaintiff 60 days to obtain bids on the property to obtain information that might help the court in reaching an appropriate value for the property, given the disparity in the testimony and evidence the court received during the trial. As stated above, the offers did not assist the court in determining the value of the real property. The court finds that the appraisal submitted by the Defendant contains the best and most reliable evidence submitted to the court in regards to the value of the entire 6.5 acres. The court acknowledges that the value may be on the conservative side, however, given the current economy and real estate market, it may also be generous. The court finds that the value of the 6.5 acres of real property is \$196,000.

19. During the trial, the Defendant submitted a record of the administrative

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expenses that were incurred by the trustees. These totaled \$25,400. They were uncontested and appeared to be fair and reasonable. The court adopts this amount as its finding on this issue. The cost of both the real property and personal property appraisals are appropriately chargeable against the trust.

20. The court finds that the trust currently has trust assets valued at \$223,441. This consists of the 6.5 acres of real property valued at \$196,000, six shares of water stock and undistributed trust funds. The Plaintiff received \$630,443 in trust monies. No monies were received by the Defendant. The total of these amounts puts the total trust value at \$853,884. Subtracting from the trust administrative costs of \$25,400, for which both parties are equally responsible, leaves \$824,484. Dividing that amount by two parties, as required by the trust, gives each party \$414,242. The Plaintiff has already received \$630,343 in trust payments. Subtracting the Plaintiff's share of the trust of \$414,240 from the \$630,443 received by the Plaintiff, means the Plaintiff owes the trust \$216,201.

21. The court finds that the state statutes provide that if there is no agreement on the amount of interest to be charged, then the interest will be 10% per annum.

22. The Defendant has claimed that the Plaintiff should be responsible for paying 10% on all the monies he received from the trust. The court finds that the 10% per annum interest shall only apply to the \$216,201 that was over and above the amount that the Plaintiff should have received as his share of the trust. To apply interest to the total amount of \$630,443 would be penalizing the Plaintiff by using his own money. The trust talks in terms of advancements, not loans. However, the Plaintiff should not be allowed to use the Defendant's share of the trust estate without paying a reasonable rate of interest, especially

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having used the monies without the approval of the Defendant, a co-trustee. The monies received by the Plaintiff from the trust, were received by him between 1987 and 1998. 10% interest per annum on the \$216,201 owed to the trust shall begin with December 1998. 10% per annum interest on \$216,201 on from December 1998 through December of 2008 amounts to \$344,564. The court finds that the Plaintiff owes to the estate in principle and interest through December 2008, the sum of \$560,765.

23. The monies owed to the estate belong to the Defendant. Therefore, the Defendant is granted a judgement against the Plaintiff in the sum of \$560,765 through December 2008. Thereafter, said judgements shall bear interest at the rate of 10% per annum until paid in full.

24. After the death of Geraldine Goodliffe, both the Plaintiff and Defendant received miscellaneous property from the trust. During the course of the trial, both the Plaintiff and the Defendant stipulated that they would each keep the miscellaneous personal property without requiring an accounting or contribution from the other. This stipulation did not involve the trust monies received by the Plaintiff as more specifically set forth in these findings.

25. The court finds that the Plaintiff breached his fiduciary duties, and that the Defendant substantially prevailed on all of the issues. Therefore, the Defendant is awarded a judgement against the Plaintiff for attorney fees in the sum of \$19,000. The court finds that the attorney fees incurred by the Defendant were both reasonable and necessary.

CONCLUSIONS OF LAW

1. The Defendant should be granted a judgement against the Plaintiff for

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principle and interest through December 2008, in the sum of \$560,765 to bear interest thereafter at 10% per annum

2 The Defendant should be awarded a judgement against the Plaintiff for attorney's fees and costs in the sum of \$19,000

3 The terms, provisions, and conditions contained in the Findings of Fact should be included as part of the court's Conclusions of Law

DATED this 29TH day of December, 2008

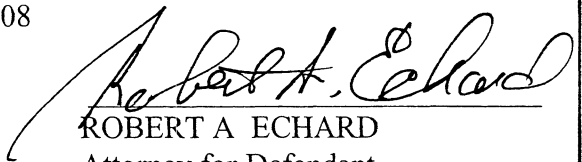

DISTRICT COURT JUDGE

NOTICE TO COUNSEL

TO PLAINTIFF AND HIS COUNSEL:

You will please take notice that the undersigned attorney for the Defendant will submit the foregoing Order to the Judge for his signature upon the expiration of five (5) days from the date this notice is mailed to you, allowing three (3) days for mailing, unless written objection is filed prior to that time, pursuant to Rule 7(F) of the Rules of Civil Procedures. Kindly govern yourself accordingly.

DATED this 2 day of December, 2008


ROBERT A. ECHARD
Attorney for Defendant

ROBERT A. ECHARD
ATTORNEY AT LAW

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SUITE 200
OGDEN, UTAH 84401

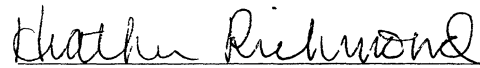
(801) 393-2300
FAX (801) 393-2340

CERTIFICATE OF MAILING

I HEREBY CERTIFY that I mailed a true and correct copy of the foregoing
document(s), postage prepaid, to the following individual(s):

Jerald N Engstrom
B Maurice Richards, Jr.
2568 Washington Blvd, Suite 200
Ogden, UT 84401

DATED this 2nd day of December, 2008.


LEGAL ASSISTANT

OBERT A. ECHARD
ATTORNEY AT LAW

11 WASHINGTON BOULEVARD
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OGDEN, UTAH 84401

(801) 393-2300
FAX: (801) 393-2340

JAN 09 2009

SECOND DISTRICT COURT

ROBERT A. ECHARD, 953
Attorney for Defendant
2491 Washington Blvd., Suite 200
Ogden, Utah 84401
Telephone: (801) 393-2300
Facsimile: (801) 393-2340

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ORDER



VD27814597

pages: 3

053900338 GOODLIFFE, GERALDINE W

IN THE SECOND JUDICIAL DISTRICT COURT OF WEBER COUNTY
OGDEN DEPARTMENT, STATE OF UTAH

KENNETH E. WINWARD,

Plaintiff,

vs.

GERALDINE W. GOODLIFFE,

Defendant.

ORDER

Case No. 053900338

Judge West

JUDGEMENT

The above-entitled matter came on for trial before Judge Brent West on April 7, 8, and 10, 2008. The Plaintiff was present and represented by his attorneys, Jerald Engstrom and Maurice Richards. The Defendant was present and represented by her attorney, Robert Echard. The court having received testimony and exhibits, took the matter under advisement. The court issued a Memorandum Decision on the 30th day of October, 2008.

NOW THEREFORE, it is hereby ordered:

1. Defendant is awarded all of the current assets in the trust estate. Defendant is authorized to transfer said assets into her individual name.
2. The Defendant is awarded a judgement against the Plaintiff in the sum of

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\$216,201, plus interest from December 1998 through December 2008, at 10% per annum, in the sum of \$344,565, for a total judgement for principle and interest in the sum of \$560,765, which shall bear interest at 10% per annum.

3. The Defendant is awarded a judgement against the Plaintiff for attorney's fees and costs in the sum of \$19,000.

DATED this 29th day of December, 2008.


DISTRICT COURT JUDGE

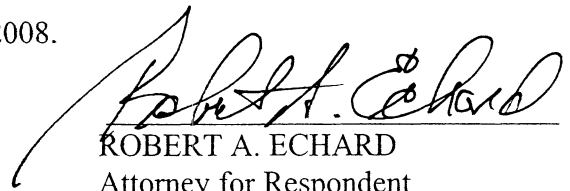
NOTICE TO COUNSEL

TO PLAINTIFF AND HIS COUNSEL:

You will please take notice that the undersigned attorney for the Defendant will submit the foregoing Order to the Judge for his signature upon the expiration of five (5) days from the date this notice is mailed to you, allowing three (3) days for mailing, unless written objection is filed prior to that time, pursuant to Rule 7(F) of the Rules of Civil Procedures.

Kindly govern yourself accordingly.

DATED this 7 day of December, 2008.


ROBERT A. ECHARD
Attorney for Respondent

ROBERT A. ECHARD
ATTORNEY AT LAW

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OGDEN, UTAH 84401

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FAX: (801) 393-2340

CERTIFICATE OF MAILING

I HEREBY CERTIFY that I mailed a true and correct copy of the foregoing
document(s), postage prepaid, to the following individual(s):

Jerald N. Engstrom
B. Maurice Richards, Jr.
2568 Washington Blvd, Suite 200
Ogden, UT 84401

DATED this 2nd day of December, 2008.


LEGAL ASSISTANT

ROBERT A. ECHARD
ATTORNEY AT LAW

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Tab E

IN THE SECOND JUDICIAL DISTRICT COURT
WEBER COUNTY, STATE OF UTAH

KENNETH E. WINWARD

DECISION

vs

GERALDINE W. GOODLIFE

Judge: W. Brent West
Clerk: Pamela Allen
Case: 053900338

OCT 13 2009

This case has been difficult in many aspects. It has been difficult to approach from a procedural aspect as well as from the substantive law aspect. This has complicated the case and caused considerably delay in the Court being able to issue its opinion. In addition, the Court has been required to review substantial evidence twice. That has been time consuming. As a result, the Court apologizes, to the parties and counsel, for the delay in getting this opinion issued.

First, the Court has previously addressed, from the Bench, Respondent's Objection to Petitioner's Motion for a New Trial & Further Relief Pursuant to Rule 60(B) Utah Rules of Civil Procedure as untimely. If the Court's prior Bench Ruling was not clear before, the Court is satisfied that the Motion was timely filed.

Second, the Petitioner's Motion for a New Trial and Rule 60(B) Relief is denied. This case was tried and the Petitioner lost on both the law and the facts. The Petitioner is attempting, now, to try the case in a manner different from the manner he tried it in the first place.

DECISION - THE COURT FINDS THAT THE INITIAL RUL



VD29974325 pages: 3
053900338 GOODLIFFE, GERALDINE W

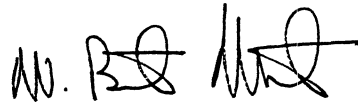
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Procedurally, the Petitioner filed suit against the Respondent, claiming that all the monies that he received from his parent's trust were not advancements against the trust and that he should, therefore, be entitled to share, equally, with the Respondent, all of the remaining assets in the Trust. That was contested by the Respondent.

After review, the Court is satisfied that its initial Ruling on "advancements" was correct. It is in the application of the facts, to the law, that the Petitioner really seeks to enjoy a second bit of the apple. However, the evidence overwhelmingly supports the fact that these monies were advancements to the Petitioner.

Counsel for the Respondent will please prepare an Order, consistent with this Ruling.

Dated this 9th day of October, 2009.

A handwritten signature in black ink, appearing to read "W. Brent West", written over a horizontal line.


Judge W. Brent West
Second District Court

CERTIFICATE OF MAILING

I hereby certify that on the ^{13th}~~9th~~ day of October, 2009, I mailed a true and correct copy of the foregoing Decision to the parties as follows:

Clark W. Sessions
Sarah L. Campbell
One Utah Center 13 TH Floor
201 South Main Street
Salt Lake City Ut 84111-2216

Robert A. Echard
2491 Washington Blvd STE 200
Ogden Ut 84401


Deputy Clerk

Tab F

TRUST AGREEMENT

THIS AGREEMENT is entered into between MYRTLE WINWARD, a married woman, of Ogden, Utah, hereinafter referred to as "Trustor", and MYRTLE WINWARD and RICHARD E. WINWARD, of Ogden, Utah, as Joint Trustees, hereinafter referred to as "Trustee", or "Trustees".

The Trustor has transferred and delivered to the Trustee, without any consideration on its part, the property described in the attached Schedule "A", which is a part of this Trust Agreement, the receipt of which is acknowledged by the Trustee. The said property, together with any other property which may later become subject to this trust, shall constitute the Trust Estate, and shall be held, administered and distributed by the Trustee as provided herein.

ARTICLE I ADDITIONS TO TRUST ESTATE

The Trustor, or any other person, shall have the right at any time, either during lifetime or by Will at death, to add to this trust other property acceptable to the Trustee, which upon its transfer and delivery to the Trustee shall become a part of the Trust Estate, to be held, administered, and distributed by the Trustee pursuant to all the terms and provisions of this Trust Agreement.

ARTICLE II DISTRIBUTION OF INCOME AND PRINCIPAL OF TRUST ESTATE

1. DISTRIBUTIONS. During the lifetime and competency of the Trustor, the Trustee shall pay to the Trustor or upon her order, in monthly installments or oftener if she shall so request, such amount of the net income from the Trust Estate or principal of the Trust Estate as she shall request in writing. Any income of the Trust Estate not directed to be distributed shall be retained in trust and invested by the Trustee in accordance with the investment powers as hereinafter set forth.

2. INCAPACITY OR INCOMPETENCE OF TRUSTOR. During any incapacity or incompetency of the Trustor, the Trustee shall have discretion to distribute to or for the benefit of the Trustor such part of or all of the income and principal of the Trust Estate as the Trustee determines to be reasonably necessary or appropriate for the Trustor's support, maintenance, and benefit, and for the support and maintenance of any person dependent upon the Trustor. For all purposes of this Trust, Trustor shall be deemed competent unless determined to be incapacitated or incompetent by judicial declaration or by a written statement executed by two unrelated physicians and filed with the Trustee.

3. PAYMENT OF DEBTS AND EXPENSES UPON DEATH OF TRUSTOR.

The Trustee shall pay from principal and/or income of the trust estate, all of the following debts and expenses of the Trustor or the Trustor's estate:

- (a) All just debts of the Trustor.
- (b) All expenses of the Trustor's last illness funeral, burial, and the administration expenses of properties owned at date of death of Trustor by the Trustor or by this Trust.
- (c) All inheritance, estate, and succession taxes (including interest and penalties thereon, but not including any generation skipping tax) payable by reason of my death shall be paid out of and be charged against and distributed from only the assets of the Trust Estate (including property which the Trustee is entitled to receive under the Trustor's Will from the probate estate) allocated to the Residuary Trust, without claim of reimbursement from any person. NO PORTION OF SUCH OBLIGATIONS SHALL BE CHARGED AGAINST THE MARITAL TRUST.
- (d) Those funds from the trust estate used to pay any obligations of the Trustor or the Trustor's estate which must be deductible from the gross estate for the purpose of determining the adjusted gross estate for Federal Estate Tax purposes shall be charged to and distributed from assets of the Trust Estate (including property received from the probate estate) prior to the formula allocation between the Marital Trust and the Residuary Trust as established under this instrument.
- (e) Notwithstanding the foregoing NO DEATH BENEFITS FROM ANY QUALIFIED PENSION PLAN, PROFIT SHARING PLAN, STOCK BONUS PLAN, OR EMPLOYEES STOCK OWNERSHIP PLAN shall be utilized to pay any debts or taxes of the Trustor, Trustor's Estate, or of this Trust. The Trustee may borrow the proceeds of any such plans upon furnishing adequate security for any amounts so borrowed and upon paying a reasonable interest rate therefore.
- (f) The Trustee is authorized to carry out the responsibilities and to make elections in a way that appears to Trustee, in its discretion, to minimize taxes as well as expenses of administration.
- (g) The Trustee is authorized to make what appear to it to be equitable adjustments among the beneficiaries of the Residuary Trust to compensate for any of the Trustee's actions that bear unevenly on such beneficiaries.

4. DEATH OF TRUSTOR-CREATION OF MARITAL TRUST. If Trustor's spouse shall survive Trustor, then as of the date of Trustor's death, and after providing for the payments and expenses contemplated in the preceding paragraph 3. of this Article, the Trustee shall divide and allocate the remaining trust property, including property to which the trustee maybe entitled under the Trustor's will, as provided below. The Trustee shall establish out of such trust property a separate trust designated as the Marital Trust for Trustor's spouse in the smallest pecuniary amount necessary to obtain the maximum federal estate tax marital deduction allowable in my estate, reduced by the largest amount, if any, which would not increase the federal estate tax payable from all sources by reason of my death. In computing the adjusted gross estate referred to above, the trustee shall reduce the value of Trustor's gross estate for federal estate tax purposes by the amount of any deemed increase in that value required by Internal Revenue Code Section 2602 (c) (5) (A) or successor provisions because of any generation-skipping transfer as to which Trustor is the deemed transferor. The words used to describe such pecuniary amount shall not be construed as requiring any particular exercise of tax elections, and such amount shall be determined after giving effect to the exercise of such elections.

Each item of trust property allocated in kind to the Marital Trust shall be valued for purposes of satisfying the pecuniary amount (a) at the value of such item as finally determined for federal estate tax purposes in my estate, or, if such item is an investment or reinvestment of property included in my gross estate for federal estate tax purposes or the proceeds of any sale or other disposition of property so included or of any such investment or reinvestment, at the federal income tax basis of such item at the actual date of allocation to such trust, or (b) at the value of such item at the actual date of allocation to such trust, whichever of (a) or (b) is lower.

Any existing provisions of Utah Law, as well as the provisions of any similar law regarding satisfaction of pecuniary bequests or transfers to or for the benefit of a surviving spouse by selection and distribution of assets in kind hereafter in force shall not apply to this

(a) INCOME OF THE MARITAL TRUST. The Trustee shall pay to or apply for the benefit of Trustor's spouse all of the net income of the Marital Trust during the lifetime of such spouse in monthly or other convenient installments, no less frequently than quarterly.

(b) PRINCIPAL OF MARITAL TRUST. If at any time during the lifetime of Trustor's spouse, RICHARD E. WINWARD, said spouse should for any reason be in need of funds for the proper care, maintenance, and support of said spouse according to the standard of living to which said spouse has become accustomed during Trustor's lifetime, the Trustee after considering all known sources of income to said spouse may distribute such amounts from the principal, up to the whole thereof, as the Trustee may from time to time deem necessary or advisable.

(c) SPOUSE'S GENERAL POWER OF APPOINTMENT OF PRINCIPAL.

The Trustee shall distribute principal of the Marital Trust to such person or persons, including Trustor's spouse, on such conditions and in such manner as Trustor's spouse may appoint and direct in writing during lifetime.

(d) GENERAL TESTAMENTARY POWER OF APPOINTMENT. On the death of Trustor's spouse, said spouse having survived Trustor, Trustee shall distribute the Marital Trust property and any accumulated income to such person or persons, including the estate of Trustor's spouse, the creditors of Trustor's spouse, or the creditors of the estate of Trustor's spouse, upon such conditions and in such manner as said spouse appoints and directs by Last Will and Testament, which specifically refers to the power of appointment.

(e) DISTRIBUTION UPON DEATH OF SPOUSE. To the extent all assets of the Marital Trust shall not be appointed by Trustor's spouse as hereinabove provided, all unappointed assets of Marital Trust shall be distributed by Trustee upon death of Trustor's spouse, as follows:

(i) EXPENSES OF TRUSTOR'S SPOUSE. The Trustee shall have discretion to utilize the Marital Trust properties ~~for the purpose of paying the expenses of the~~ last illness and burial of Trustor's spouse, the administration expenses of the estate of Trustor's spouse, and any death tax, Federal or State, which may be payable incidental to the passing of Trustor's spouse.

(ii) RESIDUE. The Trustee shall distribute all remaining assets of the Marital Trust to the Residuary Trust, as herein provided, to be administered and distributed pursuant to the provisions thereof.

5. DEATH OF TRUSTOR - RESIDUARY TRUST. The entire trust estate of the Trustor remaining after the allocation of the funds provided for the Marital Trust shall be divided into equal shares, one for each of Trustor's children then living, and one for each of the Trustor's children then deceased, leaving living descendants. Assets received from the Trustor by any of the Trustor's children by means other than the express conditions of this instrument, such as through life insurance beneficiary arrangements, joint tenancy survivorship, or express advancements, shall be taken into account in making such equal division. Each share shall constitute a separate trust to be designated by the name of the Trustor's child with respect to whom the share is allocated. Although these trusts constitute separate trusts, the Trustee shall not be required to make a physical division of the properties among them. All children's trusts, constituting the Residuary Trust, shall be administered by the Trustee pursuant to the following provisions:

(a) BENEFICIARIES: The beneficiaries of each trust shall be the Trustor's surviving spouse, Trustor's child for whom the trust is named, and the descendants and dependants of such child.

(b) DISTRIBUTIONS TO TRUSTOR'S SPOUSE. During the lifetime of the Trustor's spouse, the Trustee shall in its discretion, retain or distribute to or for the benefit of Trustor's spouse such amounts of income and principal as may be necessary to,

maintain Trustor's spouse in the standard of living to which accustomed at the time of the Trustor's death; provided that any such distribution shall be made equally from each of the children's trusts.

(c) DISTRIBUTION TO CHILDREN AND DESCENDANTS OF TRUSTOR. For the duration of the children's trusts, Trustee shall in its discretion distribute to or for the benefit of one or more of the persons in the class consisting of the child of Trustor for whom such trust is designated and the descendants of such child, such amount of income and principal of the trust estate as may be necessary and proper to provide care, support, maintenance, education, (including university and graduate study), comfort and welfare of said child and its descendants. Trustee may make such distribution in equal or unequal amounts, may from time to time exclude Trustor's child who is the primary beneficiary, or one or more of the descendants of such child, and may, but need not, prefer such child over the descendants of such child.

(d) SPOUSE'S SPECIAL POWER OF APPOINTMENT. Trustee shall distribute the assets of each of said named children's trusts to said named child or the descendants of said named child of the Trustor, for whom such trust is designated, upon such conditions and in such manner as Trustor's surviving spouse may appoint during lifetime by a written instrument filed with Trustee, or at death by Last Will and Testament, which shall make specific reference to this Special Power of Appointment, providing, however, this Special Power of Appointment shall not in any event be exercised in favor of Trustor's spouse, or the creditors, estate, or creditors of the estate of Trustor's said spouse. Any assets of any residuary trust not appointed pursuant to this power shall be distributed as otherwise provided in this instrument.

(e) DEATH OF SURVIVING SPOUSE. After the death of the survivor of the Trustor and the Trustor's spouse, Trustee shall distribute the Residuary Trust Estate and accumulated income thereon of each of said children's Residual trusts to the child of the Trustor for whom such trust was designated if living, or if not living, to the person or persons entitled thereto, and thereafter each such trust shall terminate.

(f) DEATH OF CHILD BEFORE DISTRIBUTION.

Upon the death of a child of the Trustor or lawful descendant of a deceased child of the Trustor, for whom a trust is then held, such trust shall be apportioned in partial equal shares among his or her living, lawful descendants, including adopted children, upon the principal of representation, which partial share shall be held, administered and distributed as a separate trust, and while so held, the net income and principal of each such trust shall be distributed to or for the use and benefit of such descendant in the discretion of the Trustee for the purpose of providing such descendant with care, support, maintenance, medical care and education, including higher education, until such descendant shall attain the age of twenty-one (21) years, at which time the residue shall be distributed to such descendant, and such trust shall terminate. SUBJECT, HOWEVER, and subordinate to any special powers exercised under the preceding paragraph (d).

(g) DEATH OF CHILD WITHOUT DESCENDANTS SURVIVING.

Upon the death of any child of the Trustor for whom a trust is then held, leaving no living, lawful descendants, then such trust shall be distributed to augment the other trusts then held and those previously distributed in whole or in part by the Trustee hereunder in equal shares, share and share alike, among such other designated trusts as created for each of the Trustor's other children, who may either be living at such time, or may have died with issue surviving. SUBJECT, HOWEVER, to powers of paragraph (d).

(h) FAILURE OF TRUSTOR'S SPOUSE TO SURVIVE TRUSTOR. Upon the death of the Trustor if Trustor's spouse does not survive Trustor, then the remainder of the trust estate shall be allocated and distributed to the Residuary Trusts provided for above and administered in the manner as previously set forth herein.

(i) DEFINITION OF TERMS "CHILDREN" OR "DESCENDANTS"

The term "children" or "descendants" whenever used in this instrument, shall include and mean adopted children and also children conceived and not yet born, provided they are thereafter born living.

(j) NAMES OF BENEFICIAIRES. The names, ages and residences of Trustor's spouse and living children at the time of the creation of this trust, are as follows:

RICHARD E. WINWARD, spouse, legal age, Ogden, Utah

GERALDINE W. GOODLIFFE, daughter, legal age, Ogden, Utah

KENNETH E. WINWARD, son, legal age, S. Ogden, Utah

(k) PROVISIONS FOR SURVIVING SPOUSE . Since Trustor's primary objective is the welfare of the Trustor's spouse, it is intended that the Trustee be liberal in making distributions to said spouse to maintain said spouse at the standard of living enjoyed at Trustor's death, even if there is nothing left for other beneficiaries; that said standard of living shall include travel and all the other activities which Trustor and Trustor's spouse engaged in during Trustor's lifetime.

(l) RULE AGAINST PERPETUITIES. Anything herein to the contrary notwithstanding, if any trust created hereunder shall violate any applicable rule against perpetuities, then such trust shall terminate upon the expiration of the period permitted by such rule, at the end of which period the Trustee shall distribute any remaining portion of the trust estate to the beneficiaries thereof in the portions in which they are beneficiaries of the income thereof at such time.

ARTICLE III
TRUSTEE, ITS POWERS AND DUTIES

INVESTMENTS.

1. The rights, powers and duties of the Trustee with respect to the management and investment of the trust estate shall be as follows:

(a) The Trustee is hereby expressly authorized to purchase as an investment for the trust estate any securities or other property, real or personal, belonging to the estate of the Trustor. The Trustee may also loan to the Executor or other representative of the Trustor's estate out of either the principal or accumulated income of the trust estate such amount as may be deemed necessary, for the purpose of paying any inheritance, succession or estate taxes which may be levied, under the laws of the United States or of any State, against any portion of the Trustor's estate or any interest therein, which shall pass to or vest in any beneficiary. Such loans may be secured or unsecured.

(b) The Trustee shall have the power with respect to the trust estate or any part thereof, and upon such terms and in such manner as it may deem advisable, to sell, convey, exchange, convert, improve, repair, manage, operate and control; to lease for terms within or beyond the term of this trust and for any purpose, including exploration for and removal of oil, gas and other minerals; to borrow money for any trust purpose, and to encumber or hypothecate by mortgage, deed of trust, pledge or otherwise, to carry insurance of such kinds and in such amounts as the Trustee may deem advisable, at the expense of the trust; to compromise or otherwise adjust any claims against or in favor of the trust or any property of the trust estate as it may deem advisable, at the expense of the trust, to invest and reinvest the trust funds in such property as the Trustee may deem advisable whether or not of the character permitted by law for the investment of trust funds, specifically including, but not by way of limitation, interests of any common trust fund established and administered by the Trustee solely for the investment of trust funds, interests in investment trust funds, bonds, notes, debentures, mortgages, preferred and common stocks, real property either within or without the State of Utah, and with respect to securities held in trust, to vote, give proxies, pay assessments or other charges, to participate in foreclosures, re-organizations, consolidations, mergers and liquidations, and incident thereto to deposit securities with and transfer title to any protective or other committee upon such terms as the Trustee may deem advisable, and to exercise or sell stock subscription or conversion rights; and the Trustee shall have such additional powers as may now or hereafter be conferred upon it by law or as may be necessary to enable the Trustee to administer the trust in accordance with the provisions of this Trust Agreement.

(c) The trustor shall have the right at any time to direct the Trustee in writing with reference to the retention, sale or lease, management and control of any property of the trust estate and with respect to the investment or reinvestment of the trust funds in any property that the Trustor may deem advisable, whether or not of the character permitted by law for the investment of trust funds. Upon receipt of any such written directions, the Trustee shall comply therewith and shall not incur any liability by reason of so doing.

(d) The Trustee is authorized to retain in the trust any property received by it during the existence of the trust or purchased by the Trustee pursuant to the written directions of the Trustor, including shares of the Trustee's own stock, whether or not of a character provided by law for the investment of trust funds, and Trustee shall not incur any liability by reason of so doing.

HOLDING SECURITIES IN NAME OF TRUSTEE OR OTHERWISE.

2 The Trustee shall hold securities or other property in this Trust in its name as Trustee hereunder, or in its own name, or in the name of its nominee, or the Trustee may hold securities unregistered in such condition that ownership will pass by delivery.

PAYMENT OF DEBTS

3. All property taxes, assessments, fees, charges and other expenses incurred by the Trustee in the administration or protection of this trust, including the compensation of the Trustee as provided herein, shall be a charge upon the trust estate and shall be paid by the Trustee in full out of the principal or in full out of the income of the trust estate, or partially out of each of them, in such manner and proportions as the Trustee in its absolute discretion may determine to be advisable, prior to final distribution of the trust property; and the determination of the Trustee with respect to all such matters shall be conclusive upon all persons howsoever interested in this trust.

ALLOCATION OF PRINCIPAL AND INCOME:

4. The Trustee shall have full power and authority to determine, in its absolute discretion, what shall constitute principal of the trust estate, gross income therefrom, and net income distributable under the terms of this trust, and the determination of the Trustee with respect to all such matters shall be conclusive upon all persons howsoever interested in this Trust.

DISTRIBUTION IN KIND.

5. Upon the division or partial or final distribution of the Trust Estate the Trustee may partition, allot and distribute the Trust Estate in undivided interest in kind, or partly in money and partly in kind, at valuations determined by the Trustee or may sell such property as the Trustee deems necessary to make division or distribution.

ARTICLE IV

PROVISIONS RELATING TO POLICIES
OF INSURANCE

Except as may otherwise be provided herein, or as may be designated by endorsement on specific life insurance policies, the following provisions shall pertain to life insurance policies pursuant to which the Trustee may be a beneficiary, or an alternate or contingent beneficiary,

1. PAYMENT OF PREMIUMS. The Trustee shall not be required to pay premiums or other charges upon any policy and shall hold the policies subject to the Trustor's orders, without obligation during Trustor's lifetime other than the safekeeping of such policies as may be delivered to the Trustee.

2. INCIDENTS OF OWNERSHIP. The Trustor has reserved all rights, options and privileges conferred upon the insured by the terms of the policies. Sickness, disability or other benefits and all dividends accruing on the policies during the lifetime of the Trustor may be paid by the insurer to the Trustor.

3. COLLECTION OF PROCEEDS. Upon the receipt of proofs of death of the Trustor, or upon maturity of any policy maturing prior to the death of Trustor, and upon receiving possession of

the policies, the Trustee shall use reasonable efforts to collect all sums payable on them, which sums upon receipt shall become principal of the trust estate, except interest paid by the insurer, which shall be income. The Trustee may compromise, arbitrate or otherwise adjust claims upon any of the policies. The receipt of the Trustee to the insurer shall be a full discharge, and the insurer is not required to see to the application of the proceeds.

4. INDEMNIFICATION. The Trustee shall not be responsible for any acts or omissions of the Trustor in connection with or relating to any policy, and shall not be required to prosecute any action to collect any insurance or to defend any action relating to any policy unless indemnified against costs and expenses.

5. POLICIES ON THE LIFE OF ANOTHER. If at any time the Trust Estate shall include insurance policies on the life of a person or persons other than the Trustor, the Trustee is authorized, upon the death of the Trustor, to continue to pay the premiums thereon, to maintain such insurance as a trust investment, to borrow on or surrender the same, and to take any other action with respect thereto it deems to be in the best interests of the beneficiaries hereof. The Trustor shall name the Trustee as "Owner's Designee" with respect to those insurance policies which are intended to continue in this trust after the death of the Trustor.

ARTICLE V
TRUSTOR'S RIGHT OF AMENDMENT AND REVOCATION

While living and competent, Trustor reserves the right at any time or from time to time, without the consent of any person and without notice of any other person, to revoke or modify the trust hereby created in whole or in part, to change the beneficiaries thereof, or to withdraw the whole or any part of the trust estate by filing notice of such revocation, modification, or withdrawal with the Trustee, provided that the terms of this agreement may not be modified by the Trustor in such a manner as to increase the obligations of the Trustee without its written consent. In the event of the incompetency of the Trustor, or upon the death of the Trustor, this trust shall become irrevocable and shall not be subject to amendment or revocation during any period of incompetency or after such death.

ARTICLE VI
TRUSTOR'S RIGHT TO DIRECT INVESTMENTS

While living and competent Trustor shall have the right at any time to direct Trustee in writing with reference to the retention, sale or exchange, encumbrance, lease, management and control of any property of the trust estate, and with respect to the investment or reinvestment of any of the trust funds in any property that Trustor may deem advisable. Upon receipt of any such written direction, Trustee shall comply therewith and shall not incur any liability by reason of so doing.

ARTICLE VII
SPENDTHRIFT PROVISION

The interest of any beneficiary in the principal or income of the trust estate shall not be subject to claims of his or her creditors, execution, or other process of law, and no beneficiary shall have any right to encumber, hypothecate, or alienate his or her interest in the trust estate in any manner, except as may be provided for elsewhere herein. The Trustee, however, may deposit in any bank designated in writing by a beneficiary to his or her credit, income, or principal payable to such beneficiary.

ARTICLE VIII
SPECIAL TRUSTEE
PROVISIONS

1. TRUSTEE.

(a) Definition of "trustee". The term "trustee" as used herein refers to individual trustees and/or a corporate trustee as may be appointed hereunder. The original trustee hereunder shall be a composite trustee consisting of the following as trustees:

MYRTLE WINWARD and RICHARD E. WINWARD

and the survivors or survivors of such named parties.

(b) Name of trust and manner of holding and conveying trust assets. The name of this trust shall be:

THE MYRTLE WINWARD TRUST

and to the extent reasonable and proper trust assets may be conveyed to the trust, held by it and conveyed by it in that name and the activities of the trust may be conducted in that name.

Trust assets may also be received and conveyed in the names of any one or more of the named trustees or in any other manner deemed appropriate by the trustee, providing that trust assets shall at all times be kept separate and apart from the personal assets of any trustee, and the record title of all assets held by any trustee shall in some manner indicate the trust relationship.

(c) Manner of acting- unavailability of a joint trustee. EXCEPT as herein otherwise provided, the trustees shall act by agreement of a majority of the trustees then serving.

If any trustee shall be unavailable to vote upon any trust matter, the remaining trustee or trustees shall have the power and authority to make all decisions with respect to trust operations and distributions without the vote of such absent trustee, but wherever possible and reasonable they shall keep such trustee informed and shall endeavor to obtain his counsel prior to making any decisions. The trustees shall have the power to delegate routine decisions to less than all of them.

No individual trustee shall have the power to vote in decisions pertaining to discretionary use of trust assets for the benefit of such trustee, including obligations of such trustee or distributions that might be deemed payments for the support of persons such trustee is obligated to support, EXCEPT that this limitation shall not apply with respect to distributions to or for the benefit of the Trustor. The foregoing shall not be deemed to prevent such trustee from being present or expressing opinions with respect to any such decision.

(d) Execution of instruments by trustee. Any instrument executed by any one of the trustees shall be regarded as binding for all purposes, and no person dealing with the trustees or the trust identity need inquire into their trust authority or the provisions of this instrument. NOTWITHSTANDING anything herein to the contrary, the Trustor hereby reserves the right at any time to either revest trust assets into Trustor, or to transfer and convey the same to others without the signature or consent of any other named trustee.

(e) Successor Trustees. In the event of the death, resignation, incompetency or refusal to serve of a trustee other than the Trustor, the Trustor shall have the right to select a substitute Trustee. If the Trustor does not select a substitute Trustee, the remaining individual Trustee and/or Trustees shall have the right to select another individual or corporate Trustee to so serve.

After the death of the Trustor, it is contemplated that the surviving Trustee named herein will continue to function as Trustee, and GERALDINE W.GOODLIFFE & KENNETH E.WINWARD, are hereby appointed as Successor Joint Trustees to replace the Trustor who has been serving in such capacity. If at any time there should be only one individual Trustee of said trust so acting, said remaining individual Trustee is hereby granted authority to appoint an individual co-Trustee, or a Successor corporate Trustee of this trust. In the event of the incapacity of any individual Trustee, the other individual Trustee shall have the right to remove that Trustee, or if feasible, to function without his consent. The individual Trustees shall also have the right to resign and appoint a corporate Trustee to act in their stead, and to remove or replace such corporate Trustee and thereupon, resume their duties as individual Trustees.

If this Trust shall not have been terminated at a time when there is no individual Trustee acting as such, either because of death, incapacity, resignation, or unwillingness to serve, then in such event COMMERCIAL SECURITY BANK, a banking corporation, Ogden, Utah, is hereby appointed as sole Successor Trustee.

(f) Bonding of Trustee. Neither the individual Trustees nor any corporate Trustee shall be required to furnish bond.

(g) Reimbursement and Compensation. The Trustee shall be entitled to reimbursement of expenses and reasonable compensation for their services, unless such compensation is waived.

ARTICLE IX
GENERAL PROVISIONS

1. TERMINATION OF TRUST. This trust shall terminate upon final distribution of the trust estates as previously provided for in this instrument.

2. SEVERABILITY. If any provision of this trust agreement, or the trusts created herein, should for any reason be held to be unenforceable, invalid, or inoperative, the remaining provisions shall, nevertheless, be carried into effect.

3. SPOUSE AND DESCENDANTS NOT SURVIVING. If at any time there shall be neither surviving spouse nor descendants of Trustor, all remaining assets hereunder shall be divided into two (2) equal shares. One such share shall be distributed to the heirs at law of Trustor's spouse, and the other such share shall be distributed to the heirs at law of Trustor, both as determined by the laws of the State of Utah.

4. DISTRIBUTION TO MINOR BENEFICIARIES. The Trustee may make payments to any minor beneficiary, to his or her natural guardian, or to the person with whom such minor is living, without requiring the appointment of a legal guardian to receive such payments, and the receipts signed by such person shall discharge the Trustee from any liability to see to the application of such payments.

5. SUCCESSOR TRUSTEE. In the event of the resignation or death of all of the Trustees named herein, the Trustor hereby nominates Commercial Security Bank, a corporation, Ogden, Utah, to serve as successor Trustee upon the same terms and conditions as the predecessor Trustee.

6. NOTICE TO TRUSTEE. Unless the Trustee shall receive written notice of any death or other event upon which the right of payment from this trust may depend, the Trustee shall incur no liability for disbursements made in good faith to persons whose interest may have been affected by that event.

7. ORDER OF DEATH. For the purposes of this instrument, if Trustor and Trustor's Spouse should die as a result of a common disaster or other circumstances wherein it shall not be determined which died first, it shall be presumed that Trustor survived Trustor's spouse.

8. COMPENSATION OF TRUSTEE. The Trustee shall receive as compensation for its services reasonable fees, but not more than the customary fees then being charged by corporate Trustees in Weber County, Utah, for similar trust services, unless such fee is waived or otherwise agreed upon.

9. DEFINITION. In interpreting this instrument the use of the masculine form shall include the feminine if applicable, and the use of the singular term shall include the plural unless the context indicates a different intent.

10. LAW GOVERNING TRUST. This Trust has been accepted by the Trustee and will be administered in the State of Utah, and its validity, construction and all rights hereunder shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, this Agreement has been executed at Ogden, Utah, this 12 day of September, 1980.

WITNESS:

Carol K. Kury

Myrtle Hinward
TRUSTOR

WITNESS:

Carol T. Kury

Myrtle Hinward
TRUSTEE

WITNESS:

Carol T. Kury

Richard Hinward
TRUSTEE

TRUST SCHEDULE "A"

MYRTLE WINWARD , as "Trustor", hereby ASSIGNS, TRANSFERS,
and CONVEYS unto MYRTLE WINWARD and RICHARD E. WINWARD,
as "Joint Trustees", in trust, for the beneficiaries under this
Trust Agreement, the following described properties:

CASH \$25.00

IN WITNESS WHEREOF, I have hereunto set my hand this 12 day
of September 1980, at Ogden, Utah.

Myrtle Winward
TRUSTOR

WITNESS:

Paul H. Kunz

The undersigned Joint Trustees hereby acknowledge receipt of
the above-described trust properties, in trust, this 12 day of
Sept, 1980.

WITNESS:

Paul H. Kunz

Myrtle Winward
TRUSTEE

WITNESS:

Paul H. Kunz

Richard E. Winward
TRUSTEE

AMENDMENT TO TRUST AGREEMENT

OF

MYRTLE WINWARD

That certain Trust Agreement entered into between MYRTLE WINWARD, a married woman, of Ogden, Utah, as "Trustor", and MYRTLE WINWARD and RICHARD E. WINWARD, of Ogden, Utah, as "Joint Trustees", dated September 12, 1980, is hereby AMENDED, pursuant to the rights reserved to the Trustor in Article V of said Trust Agreement, in the following respects:

1. That all of that portion of paragraph 4., entitled "Death of Trustor - Creation of Marital Trust" of Article II, as set forth at page 3 of said Trust Agreement, is hereby REVOKED, and that the portion of paragraph 4., "Death of Trustor - Creation of Marital Trust" of Article II, as set forth in the attached Exhibit "A" hereto, is hereby ADOPTED as and shall be the replacement page 3 for said described Trust Agreement. It is expressly declared that the sub-paragraphs of said described Paragraph 4., Article II, of said Trust Agreement, are not amended herein, and they shall remain in full force and effect as previously set forth in said Trust Agreement.

2. That the certain Trust Agreement dated September 12, 1980, as specifically referred to above herein, as amended by the Amendment set forth above herein by this instrument, is hereby RATIFIED and CONFIRMED in all particulars.

IN WITNESS WHEREOF, this Amendment to Trust Agreement has been executed at Ogden, Utah, this 29 day of December, 1981.

Myrtle Winward
TRUSTOR

WITNESS: Paul T. Kerney

WITNESS: Paul T. Kerney

WITNESS: Paul T. Kerney

Myrtle Winward
TRUSTEE
Richard E. Winward
TRUSTEE

4. DEATH OF TRUSTOR - CREATION OF MARITAL TRUST. If Trustor's spouse survives Trustor, the Trustee shall allocate to a Marital Trust for the benefit of Trustor's spouse, an amount of property equal to the amount by which the value of the property disposed of by this trust, including property to which the Trustee receives under the Trustor's Will, exceeds the aggregate of (1) The value of the property disposed of by the preceding provisions of this trust and the provisions of Trustor's Will, (2) a sum equal to the largest amount, if any, that can pass free of Federal Estate Tax under this Trust by reason of the unified credit and the estate death tax credit, (provided use of this credit does not require an increase of the State death taxes paid), but no other credit and after taking account of dispositions under previous provisions of this trust instrument and Trustor's Will, property passing outside of this trust and Trustor's Will, and all charges to principal that are not deducted in computing Trustor's Federal Estate Tax, and (3) all Trustor's debts, expenses of administration and other charges payable from principal by Trustee and/or the Personal Representative of Trustor's estate, including the death taxes referred to in the preceding paragraph 3. of this Article Trustor directs that for the purpose of establishing the sum disposed of by this paragraph 4., the values finally fixed in the Federal Estate Tax proceeding shall be used. Trustor recognizes that it may be that no sum shall be disposed of by this paragraph, and that any sum so disposed of may be affected by the action of Trustee and/or the Personal Representative of Trustor's Will in exercising certain tax elections

Each item of trust property allocated in kind to the Marital Trust shall be valued for purposes of satisfying the pecuniary amount (a) at the value of such item as finally determined for federal estate tax purposes in Trustor's estate, or (b) at the value of such item at the actual date of allocation to such trust, whichever of (a) or (b) is lower.

Trustor directs that this disposition shall be satisfied only out of assets that qualify for the Marital Deduction or out of the proceeds of such assets

The above provisions contemplate the use of the UNLIMITED MARITAL DEDUCTION provisions made available under The Economic Recovery Tax Act of 1981, to the extent that said provisions are in effect at the date of death of the Trustor

COPY

Last Will and Testament

OF

MYRTLE WINWARD

I, MYRTLE WINWARD, a married woman, residing at Ogden, Weber County, Utah, being of legal age and of sound and disposing mind and memory, do hereby make and ordain this my Last Will and Testament, and I do hereby expressly revoke all other and former Wills by me made.

FIRST: I direct that all estate, inheritance and succession taxes payable by reason of my death, whether or not attributable to property subject to probate administration, shall be paid out of the Residuary Trust of the living trust hereinafter mentioned, and neither my Personal Representative nor my Trustee shall seek reimbursement or contribution from any person.

I direct that my funeral expenses and just debts be paid as soon as practicable after my demise from my estate or from the living trust hereinafter mentioned.

SECOND: I hereby declare that I am a married woman, that my husband is RICHARD E. WINWARD, and that we have two (2) children born issue of our marriage, to-wit:

1. GERALDINE W. GOODLIFFE, daughter, legal age, N. Ogden, Utah
2. KENNETH E. WINWARD, son, legal age, Ogden, Utah

THIRD: I declare that I have given to my said spouse during my lifetime, all intimate, personal effects, including jewelry, silverware, clothing, household and kitchen furniture, furnishings and supplies, carpets, books, pictures, musical instruments, sporting goods and all similar articles of domestic use, sport use, or adornment ever used or possessed by me or my spouse, or both of us. In the event my said spouse survives me, I give and bequeath him all automobiles, boats, airplanes, and snowmobiles which I own.

In the event my said spouse shall not survive me, I give and bequeath to my then living children such of my personal and household effects and any automobile or automobiles, boats, airplanes, and snowmobiles owned by me, as they may desire, share and share alike.

In the event that there are items that more than one child desires and they are unable to agree upon which child shall have which items, my Personal Representative shall decide who shall have which items.

FOURTH: I hereby give and devise all of the residue and remainder of my estate, real or personal, and wherever situated, to RICHARD E. WINWARD, as Trustee under that certain Trust Agreement dated the 12 day of Sept., 1980, in which I am designated as the Trustor, and said Richard E. Winward is designated as Trustee, to be held, subject to the terms and conditions of said Trust Agreement as it is in force at the time of my death and to be administered as a part thereof. However, any shares which would be immediately distributed to any beneficiaries under the terms of said Trust Agreement shall be distributed to such beneficiaries, and the Trustee shall retain only assets or shares, if any, which are to continue in trust under the provisions of said Trust Agreement.

If the foregoing bequest of the residue of my estate to Richard E. Winward as Trustee, should lapse or fail for any reason, I give, devise, and bequeath such residuary estate to said Richard E. Winward as Trustee, and I direct said Trustee to hold, administer and distribute the trust estate pursuant to the provisions of the Trust Agreement hereinabove referred to as such provisions now exist, or are hereafter amended, to the same extent and in the same manner as though that certain Trust Agreement were herein set forth in detail.

FIFTH. I make no other provisions for my beloved husband, RICHARD E. WINWARD, for the reason that I have adequately provided for his comfort maintenance under that certain Trust Agreement particularly described in paragraph FOURTH above.

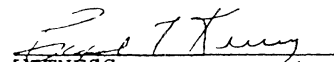
SIXTH. In the event that my death and that of my said husband shall occur as a result of a common disaster or under any situation where there is not sufficient evidence that my said husband and I died otherwise than simultaneously, it shall be conclusively presumed for the purpose of this Will, that I survived my said husband.

SEVENTH: I hereby nominate and appoint my husband, RICHARD E. WINWARD, as Personal Representative of this, my Last Will and Testament, to serve without bond. In the event that my should husband should for any reason fail to serve as Personal Representative, I nominate and appoint GERALDINE W. GOODLIFFE and KENNETH E. WINWARD, as Joint Successor Personal Representatives, to serve without bond. In the event that any of the above-named Personal Representatives should fail to survive me, or should fail to serve for any reason, I nominate and appoint COMMERCIAL SECURITY BANK OF UTAH, Ogden, Utah, as Personal Representative.

I, MYRTLE WINWARD, the Testatrix sign my name to this instrument, this 12th day of September, 1980, at Ogden, Utah, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and that I sign it willingly, that I execute it as my free and voluntary act for the purposes expressed in it, and that I am 18 years of age or older, of sound mind, and under no constraint or undue influence.


TESTATRIX

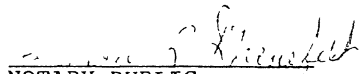
We, PAUL T. KUNZ and LOUISE C. MILLER, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testatrix signs and executes this instrument as her Last Will and that she signs it willingly and that each of us, in the presence and hearing of the Testatrix and of each other, hereby signs this Will as witness to the Testatrix signing, and that to the best of our knowledge the Testatrix is 18 years of age or older, of sound mind, and under no constraint or undue influence.


WITNESS


WITNESS

STATE OF UTAH)
 : SS.
County of Weber)

SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED before me by MYRTLE
WINWARD, the Testatrix and subscribed and sworn to before me by
PAUL T. KUNZ and LOUISE C. MILLER, witnesses, this
12 day of September, 1980.


NOTARY PUBLIC
Residing at: Ogden, Utah

My Commission Expires:
12-15-82

Tab G

TRUST AGREEMENT

THIS AGREEMENT is entered into between RICHARD E. WINWARD, a married man, of Ogden, Utah, hereinafter referred to as "Trustor", and RICHARD E. WINWARD and MYRTLE WINWARD, of Ogden, Utah, as Joint Trustees, hereinafter referred to as "Trustee", or "Trustees".

The Trustor has transferred and delivered to the Trustee, without any consideration on its part, the property described in the attached Schedule "A", which is a part of this Trust Agreement, the receipt of which is acknowledged by the Trustee. The said property, together with any other property which may later become subject to this trust, shall constitute the Trust Estate, and shall be held, administered and distributed by the Trustee as provided herein.

ARTICLE I ADDITIONS TO TRUST ESTATE

The Trustor, or any other person, shall have the right at any time, either during lifetime or by Will at death, to add to this trust other property acceptable to the Trustee, which upon its transfer and delivery to the Trustee shall become a part of the Trust Estate, to be held, administered, and distributed by the Trustee pursuant to all the terms and provisions of this Trust Agreement.

ARTICLE II DISTRIBUTION OF INCOME AND PRINCIPAL OF TRUST ESTATE

1. DISTRIBUTIONS. During the lifetime and competency of the Trustor, the Trustee shall pay to the Trustor or upon his order, in monthly installments or oftener if he shall so request, such amount of the net income from the Trust Estate or principal of the Trust Estate as he shall request in writing. Any income of the Trust Estate not directed to be distributed shall be retained in trust and invested by the Trustee in accordance with the investment powers as hereinafter set forth.

2. INCAPACITY OR INCOMPETENCE OF TRUSTOR. During any incapacity or incompetency of the Trustor, the Trustee shall have discretion to distribute to or for the benefit of the Trustor such part of or all of the income and principal of the Trust Estate as the Trustee determines to be reasonably necessary or appropriate for the Trustor's support, maintenance, and benefit, and for the support and maintenance of any person dependent upon the Trustor. For all purposes of this Trust, Trustor shall be deemed competent unless determined to be incapacitated or incompetent by judicial declaration or by a written statement executed by two unrelated physicians and filed with the Trustee.

3. PAYMENT OF DEBTS AND EXPENSES UPON DEATH OF TRUSTOR.

The Trustee shall pay from principal and/or income of the trust estate, all of the following debts and expenses of the Trustor or the Trustor's estate:

- (a) All just debts of the Trustor.
- (b) All expenses of the Trustor's last illness funeral, burial, and the administration expenses of properties owned at date of death of Trustor by the Trustor or by this Trust.
- (c) All inheritance, estate, and succession taxes (including interest and penalties thereon, but not including any generation skipping tax) payable by reason of my death shall be paid out of and be charged against and distributed from only the assets of the Trust Estate (including property which the Trustee is entitled to receive under the Trustor's Will from the probate estate) allocated to the Residuary Trust without claim of reimbursement from any person. NO PORTION OF SUCH OBLIGATIONS SHALL BE CHARGED AGAINST THE MARITAL TRUST.
- (d) Those funds from the trust estate used to pay any obligations of the Trustor or the Trustor's estate which must be deductible from the gross estate for the purpose of determining the adjusted gross estate for Federal Estate Tax purposes shall be charged to and distributed from assets of the Trust Estate (including property received from the probate estate prior to the formula allocation between the Marital Trust and the Residuary Trust as established under this instrument.
- (e) Notwithstanding the foregoing NO DEATH BENEFITS FROM ANY QUALIFIED PENSION PLAN, PROFIT SHARING PLAN, STOCK BONUS PLAN, OR EMPLOYEES STOCK OWNERSHIP PLAN shall be utilized to pay any debts or taxes of the Trustor, Trustor's Estate, or of this Trust. The Trustee may borrow the proceeds of any such plans upon furnishing adequate security for any amounts so borrowed and upon paying a reasonable interest rate therefore.
- (f) The Trustee is authorized to carry out the responsibilities and to make elections in a way that appears to Trustee, in its discretion, to minimize taxes as well as expenses of administration.
- (g) The Trustee is authorized to make what appear to it to be equitable adjustments among the beneficiaries of the Residuary Trust to compensate for any of the Trustee's actions that bear unevenly on such beneficiaries.

EXHIBIT "A"

4. DEATH OF TRUSTOR - CREATION OF MARITAL TRUST. If Trustor's spouse survives Trustor, the Trustee shall allocate to a Marital Trust for the benefit of Trustor's spouse, an amount of property equal to the amount by which the value of the property disposed of by this trust, including property to which the Trustee receives under the Trustor's Will, exceeds the aggregate of (1) The value of the property disposed of by the preceding provisions of this trust and the provisions of Trustor's Will, (2) a sum equal to the largest amount, if any, that can pass free of Federal Estate Tax under this Trust by reason of the unified credit and the estate death tax credit, (provided use of this credit does not require an increase of the State death taxes paid), but no other credit and after taking account of dispositions under previous provisions of this trust instrument and Trustor's Will, property passing outside of this trust and Trustor's Will, and all charges to principal that are not deducted in computing Trustor's Federal Estate Tax, and (3) all Trustor's debts, expenses of administration and other charges payable from principal by Trustee and/or the Personal Representative of Trustor's estate, including the death taxes referred to in the preceding paragraph 3. of this Article. Trustor directs that for the purpose of establishing the sum disposed of by this paragraph 4., the values finally fixed in the Federal Estate Tax proceeding shall be used. Trustor recognizes that it may be that no sum shall be disposed of by this paragraph, and that any sum so disposed of may be affected by the action of Trustee and/or the Personal Representative of Trustor's Will in exercising certain tax elections

Each item of trust property allocated in kind to the Marital Trust shall be valued for purposes of satisfying the pecuniary amount (a) at the value of such item as finally determined for federal estate tax purposes in Trustor's estate, of (b) at the value of such item at the actual date of allocation to such trust, whichever of (a) or (b) is lower.

Trustor directs that this disposition shall be satisfied only out of assets that qualify for the Marital Deduction or out of the proceeds of such assets.

The above provisions contemplate the use of the UNLIMITED MARITAL DEDUCTION provisions made available under The Economic Recovery Tax Act of 1981, to the extent that said provisions are in effect at the date of death of the Trustor.

(a) INCOME OF THE MARITAL TRUST. The Trustee shall pay to or apply for the benefit of Trustor's spouse all of the net income of the Marital Trust during the lifetime of such spouse in monthly or other convenient installments, no less frequently than quarterly.

(b) PRINCIPAL OF MARITAL TRUST. If at any time during the lifetime of Trustor's spouse, MYRTLE WINWARD, said spouse should for any reason be in need of funds for the proper care, maintenance, and support of said spouse according to the standard of living to which said spouse has become accustomed during Trustor's lifetime, the Trustee after considering all known sources of income to said spouse may distribute such amounts from the principal, up to the whole thereof, as the Trustee may from time to time deem necessary or advisable.

(c) SPOUSE'S GENERAL POWER OF APPOINTMENT OF PRINCIPAL.

The Trustee shall distribute principal of the Marital Trust to such person or persons, including Trustor's spouse, on such conditions and in such manner as Trustor's spouse may appoint and direct in writing during lifetime.

(d) GENERAL TESTAMENTARY POWER OF APPOINTMENT. On the death of Trustor's spouse, said spouse having survived Trustor, Trustee shall distribute the Marital Trust property and any accumulated income to such person or persons, including the estate of Trustor's spouse, the creditors of Trustor's spouse, or the creditors of the estate of Trustor's spouse, upon such conditions and in such manner as said spouse appoints and directs by Last Will and Testament, which specifically refers to the power of appointment.

(e) DISTRIBUTION UPON DEATH OF SPOUSE. To the extent all assets of the Marital Trust shall not be appointed by Trustor's spouse as hereinabove provided, all unappointed assets of Marital Trust shall be distributed by Trustee upon death of Trustor's spouse, as follows:

(1) EXPENSES OF TRUSTOR'S SPOUSE. The Trustee shall have discretion to utilize the Marital Trust properties for the purpose of paying the expenses of the last illness and burial of Trustor's spouse, the administration expenses of the estate of Trustor's spouse, and any death tax, Federal or State, which may be payable incidental to the passing of Trustor's spouse.

(11) RESIDUE. The Trustee shall distribute all remaining assets of the Marital Trust to the Residuary Trust, as herein provided, to be administered and distributed pursuant to the provisions thereof.

5. DEATH OF TRUSTOR - RESIDUARY TRUST. The entire trust estate of the Trustor remaining after the allocation of the funds provided for the Marital Trust shall be divided into equal shares, one for each of Trustor's children then living, and one for each of the Trustor's children then deceased, leaving living descendants. Assets received from the Trustor by any of the Trustor's children by means other than the express conditions of this instrument, such as through life insurance beneficiary arrangements, joint tenancy survivorship, or express advancements, shall be taken into account in making such equal division. Each share shall constitute a separate trust to be designated by the name of the Trustor's child with respect to whom the share is allocated. Although these trusts constitute separate trusts, the Trustee shall not be required to make a physical division of the properties among them. All children's trusts, constituting the Residuary Trust, shall be administered by the Trustee pursuant to the following provisions:

(a) BENEFICIARIES: The beneficiaries of each trust shall be the Trustor's surviving spouse, Trustor's child for whom the trust is named, and the descendants and dependants of such child.

(b) DISTRIBUTIONS TO TRUSTOR'S SPOUSE. During the lifetime of the Trustor's spouse, the Trustee shall in its discretion, retain or distribute to or for the benefit of Trustor's spouse such amounts of income and principal as may be necessary to

maintain Trustor's spouse in the standard of living to which accustomed at the time of the Trustor's death; provided that any such distribution shall be made equally from each of the children's trusts.

(c) DISTRIBUTION TO CHILDREN AND DESCENDANTS OF TRUSTOR. For the duration of the children's trusts, Trustee shall in its discretion distribute to or for the benefit of one or more of the persons in the class consisting of the child of Trustor for whom such trust is designated and the descendants of such child, such amount of income and principal of the trust estate as may be necessary and proper to provide care, support, maintenance, education, (including university and graduate study), comfort and welfare of said child and its descendants. Trustee may make such distribution in equal or unequal amounts, may from time to time exclude Trustor's child who is the primary beneficiary, or one or more of the descendants of such child, and may, but need not, prefer such child over the descendants of such child.

(d) SPOUSE'S SPECIAL POWER OF APPOINTMENT. Trustee shall distribute the assets of each of said named children's trusts to said named child or the descendants of said named child of the Trustor, for whom such trust is designated, upon such conditions and in such manner as Trustor's surviving spouse may appoint during lifetime by a written instrument filed with Trustee, or at death by Last Will and Testament, which shall make specific reference to this Special Power of Appointment, providing, however, this Special Power of Appointment shall not in any event be exercised in favor of Trustor's spouse, or the creditors, estate, or creditors of the estate of Trustor's said spouse. Any assets of any residuary trust not appointed pursuant to this power shall be distributed as otherwise provided in this instrument.

(e) DEATH OF SURVIVING SPOUSE. After the death of the survivor of the Trustor and the Trustor's spouse, Trustee shall distribute the Residuary Trust Estate and accumulated income thereon of each of said children's Residual trusts to the child of the Trustor for whom such trust was designated if living, or if not living, to the person or persons entitled thereto, and thereafter each such trust shall terminate.

(f) DEATH OF CHILD BEFORE DISTRIBUTION.

Upon the death of a child of the Trustor or lawful descendant of a deceased child of the Trustor, for whom a trust is then held, such trust shall be apportioned in partial equal shares among his or her living, lawful descendants, including adopted children, upon the principal of representation, which partial share shall be held, administered and distributed as a separate trust, and while so held, the net income and principal of each such trust shall be distributed to or for the use and benefit of such descendant in the discretion of the Trustee for the purpose of providing such descendant with care, support, maintenance, medical care and education, including higher education, until such descendant shall attain the age of twenty-one (21) years, at which time the residue shall be distributed to such descendant, and such trust shall terminate. SUBJECT, HOWEVER, and subordinate to any special powers exercised under the preceding paragraph (d).

(g) DEATH OF CHILD WITHOUT DESCENDANTS SURVIVING.

Upon the death of any child of the Trustor for whom a trust is then held, leaving no living, lawful descendants, then such trust shall be distributed to augment the other trusts then held and those previously distributed in whole or in part by the Trustee hereunder in equal shares, share and share alike, among such other designated trusts as created for each of the Trustor's other children, who may either be living at such time, or may have died with issue surviving. SUBJECT, HOWEVER, to powers of paragraph (d).

(h) FAILURE OF TRUSTOR'S SPOUSE TO SURVIVE TRUSTOR. Upon the death of the Trustor if Trustor's spouse does not survive Trustor, then the remainder of the trust estate shall be allocated and distributed to the Residuary Trusts provided for above and administered in the manner as previously set forth herein.

(i) DEFINITION OF TERMS "CHILDREN" OR "DESCENDANTS".

The term "children" or "descendants" whenever used in this instrument, shall include and mean adopted children and also children conceived and not yet born, provided they are thereafter born living.

(j) NAMES OF BENEFICIAIRES. The names, ages and residences of Trustor's spouse and living children at the time of the creation of this trust, are as follows:

MYRTLE WINWARD, spouse, legal age, Ogden, Utah

GERALDINE W. GOODLIFFE, daughter, legal age, Ogden, Utah

KENNETH E. WINWARD, son, legal age, S. Ogden, Utah

(k) PROVISIONS FOR SURVIVING SPOUSE . Since Trustor's primary objective is the welfare of the Trustor's spouse, it is intended that the Trustee be liberal in making distributions to said spouse to maintain said spouse at the standard of living enjoyed at Trustor's death, even if there is nothing left for other beneficiaries; that said standard of living shall include travel and all the other activities which Trustor and Trustor's spouse engaged in during Trustor's lifetime.

(l) RULE AGAINST PERPETUITIES. Anything herein to the contrary notwithstanding, if any trust created hereunder shall violate any applicable rule against perpetuities, then such trust shall terminate upon the expiration of the period permitted by such rule, at the end of which period the Trustee shall distribute any remaining portion of the trust estate to the beneficiaries thereof in the portions in which they are beneficiaries of the income thereof at such time.

ARTICLE III
TRUSTEE, ITS POWERS AND DUTIES

INVESTMENTS.

1. The rights, powers and duties of the Trustee with respect to the management and investment of the trust estate shall be as follows.

(a) The Trustee is hereby expressly authorized to purchase as an investment for the trust estate any securities or other property, real or personal, belonging to the estate of the Trustor. The Trustee may also loan to the Executor or other representative of the Trustor's estate out of either the principal or accumulated income of the trust estate such amount as may be deemed necessary, for the purpose of paying any inheritance, succession or estate taxes which may be levied, under the laws of the United States or of any State, against any portion of the Trustor's estate or any interest therein, which shall pass to or vest in any beneficiary. Such loans may be secured or unsecured.

(b) The Trustee shall have the power with respect to the trust estate or any part thereof, and upon such terms and in such manner as it may deem advisable, to sell, convey, exchange, convert, improve, repair, manage, operate and control; to lease for terms within or beyond the term of this trust and for any purpose, including exploration for and removal of oil, gas and other minerals; to borrow money for any trust purpose, and to encumber or hypothecate by mortgage, deed of trust, pledge or otherwise, to carry insurance of such kinds and in such amounts as the Trustee may deem advisable, at the expense of the trust, to compromise or otherwise adjust any claims against or in favor of the trust or any property of the trust estate as it may deem advisable, at the expense of the trust, to invest and reinvest the trust funds in such property as the Trustee may deem advisable whether or not of the character permitted by law for the investment of trust funds, specifically including, but not by way of limitation, interests of any common trust fund established and administered by the Trustee solely for the investment of trust funds, interests in investment trust funds, bonds, notes, debentures, mortgages, preferred and common stocks, real property either within or without the State of Utah, and with respect to securities held in trust, to vote, give proxies, pay assessments or other charges, to participate in foreclosures, re-organizations, consolidations, mergers and liquidations, and incident thereto to deposit securities with and transfer title to any protective or other committee upon such terms as the Trustee may deem advisable, and to exercise or sell stock subscription or conversion rights; and the Trustee shall have such additional powers as may now or hereafter be conferred upon it by law or as may be necessary to enable the Trustee to administer the trust in accordance with the provisions of this Trust Agreement.

(c) The trustor shall have the right at any time to direct the Trustee in writing with reference to the retention, sale or lease, management and control of any property of the trust estate and with respect to the investment or reinvestment of the trust funds in any property that the Trustor may deem advisable, whether or not of the character permitted by law for the investment of trust funds. Upon receipt of any such written directions, the Trustee shall comply therewith and shall not incur any liability by reason of so doing.

(d) The Trustee is authorized to retain in the trust any property received by it during the existence of the trust or purchased by the Trustee pursuant to the written directions of the Trustor, including shares of the Trustee's own stock, whether or not of a character provided by law for the investment of trust funds, and Trustee shall not incur any liability by reason of so doing.

HOLDING SECURITIES IN NAME OF TRUSTEE OR OTHERWISE.

2. The Trustee shall hold securities or other property in this Trust in its name as Trustee hereunder, or in its own name, or in the name of its nominee, or the Trustee may hold securities unregistered in such condition that ownership will pass by delivery.

PAYMENT OF DEBTS

3. All property taxes, assessments, fees, charges and other expenses incurred by the Trustee in the administration or protection of this trust, including the compensation of the Trustee as provided herein, shall be a charge upon the trust estate and shall be paid by the Trustee in full out of the principal or in full out of the income of the trust estate, or partially out of each of them, in such manner and proportions as the Trustee in its absolute discretion may determine to be advisable, prior to final distribution of the trust property; and the determination of the Trustee with respect to all such matters shall be conclusive upon all persons howsoever interested in this trust.

ALLOCATION OF PRINCIPAL AND INCOME:

4. The Trustee shall have full power and authority to determine, in its absolute discretion, what shall constitute principal of the trust estate, gross income therefrom, and net income distributable under the terms of this trust, and the determination of the Trustee with respect to all such matters shall be conclusive upon all persons howsoever interested in this Trust.

DISTRIBUTION IN KIND.

5. Upon the division or partial or final distribution of the Trust Estate the Trustee may partition, allot and distribute the Trust Estate in undivided interest in kind, or partly in money and partly in kind, at valuations determined by the Trustee or may sell such property as the Trustee deems necessary to make division or distribution.

ARTICLE IV

PROVISIONS RELATING TO POLICIES
OF INSURANCE

Except as may otherwise be provided herein, or as may be designated by endorsement on specific life insurance policies, the following provisions shall pertain to life insurance policies pursuant to which the Trustee may be a beneficiary, or an alternate or contingent beneficiary;

1. PAYMENT OF PREMIUMS. The Trustee shall not be required to pay premiums or other charges upon any policy and shall hold the policies subject to the Trustor's orders, without obligation during Trustor's lifetime other than the safekeeping of such policies as may be delivered to the Trustee.

2. INCIDENTS OF OWNERSHIP. The Trustor has reserved all rights, options and privileges conferred upon the insured by the terms of the policies. Sickness, disability or other benefits and all dividends accruing on the policies during the lifetime of the Trustor may be paid by the insurer to the Trustor.

3. COLLECTION OF PROCEEDS. Upon the receipt of proofs of death of the Trustor, or upon maturity of any policy maturing prior to the death of Trustor, and upon receiving possession of

the policies, the Trustee shall use reasonable efforts to collect all sums payable on them, which sums upon receipt shall become principal of the trust estate, except interest paid by the insurer, which shall be income. The Trustee may compromise, arbitrate or otherwise adjust claims upon any of the policies. The receipt of the Trustee to the insurer shall be a full discharge, and the insurer is not required to see to the application of the proceeds.

4. INDEMNIFICATION. The Trustee shall not be responsible for any acts or omissions of the Trustor in connection with or relating to any policy, and shall not be required to prosecute any action to collect any insurance or to defend any action relating to any policy unless indemnified against costs and expenses.

5. POLICIES ON THE LIFE OF ANOTHER. If at any time the Trust Estate shall include insurance policies on the life of a person or persons other than the Trustor, the Trustee is authorized, upon the death of the Trustor, to continue to pay the premiums thereon, to maintain such insurance as a trust investment, to borrow on or surrender the same, and to take any other action with respect thereto it deems to be in the best interests of the beneficiaries hereof. The Trustor shall name the Trustee as "Owner's Designee" with respect to those insurance policies which are intended to continue in this trust after the death of the Trustor.

ARTICLE V
TRUSTOR'S RIGHT OF AMENDMENT AND REVOCATION

While living and competent, Trustor reserves the right at any time or from time to time, without the consent of any person and without notice of any other person, to revoke or modify the trust hereby created in whole or in part, to change the beneficiaries thereof, or to withdraw the whole or any part of the trust estate by filing notice of such revocation, modification, or withdrawal with the Trustee, provided that the terms of this agreement may not be modified by the Trustor in such a manner as to increase the obligations of the Trustee without its written consent. In the event of the incompetency of the Trustor, or upon the death of the Trustor, this trust shall become irrevocable and shall not be subject to amendment or revocation during any period of incompetency or after such death.

ARTICLE VI
TRUSTOR'S RIGHT TO DIRECT INVESTMENTS

While living and competent Trustor shall have the right at any time to direct Trustee in writing with reference to the retention, sale or exchange, encumbrance, lease, management and control of any property of the trust estate, and with respect to the investment or reinvestment of any of the trust funds in any property that Trustor may deem advisable. Upon receipt of any such written direction, Trustee shall comply therewith and shall not incur any liability by reason of so doing.

ARTICLE VII
SPENDTHRIFT PROVISION

The interest of any beneficiary in the principal or income of the trust estate shall not be subject to claims of his or her creditors, execution, or other process of law, and no beneficiary shall have any right to encumber, hypothecate, or alienate his or her interest in the trust estate in any manner, except as may be provided for elsewhere herein. The Trustee, however, may deposit in any bank designated in writing by a beneficiary to his or her credit, income, or principal payable to such beneficiary.

ARTICLE VIII
SPECIAL TRUSTEE
PROVISIONS

1. TRUSTEE.

(a) Definition of "trustee". The term "trustee" as used herein refers to individual trustees and/or a corporate trustee as may be appointed hereunder. The original trustee hereunder shall be a composite trustee consisting of the following as trustees:

RICHARD E. WINWARD and MYRTLE WINWARD

and the survivors or survivors of such named parties.

(b) Name of trust and manner of holding and conveying trust assets The name of this trust shall be:

THE RICHARD E. WINWARD TRUST

and to the extent reasonable and proper trust assets may be conveyed to the trust, held by it and conveyed by it in that name and the activities of the trust may be conducted in that name.

Trust assets may also be received and conveyed in the names of any one or more of the named trustees or in any other manner deemed appropriate by the trustee, providing that trust assets shall at all times be kept separate and apart from the personal assets of any trustee, and the record title of all assets held by any trustee shall in some manner indicate the trust relationship.

(c) Manner of acting- unavailability of a joint trustee. EXCEPT as herein otherwise provided, the trustees shall act by agreement of a majority of the trustees then serving.

If any trustee shall be unavailable to vote upon any trust matter, the remaining trustee or trustees shall have the power and authority to make all decisions with respect to trust operations and distributions without the vote of such absent trustee, but wherever possible and reasonable they shall keep such trustee informed and shall endeavor to obtain his counsel prior to making any decisions. The trustees shall have the power to delegate routine decisions to less than all of them.

No individual trustee shall have the power to vote in decisions pertaining to discretionary use of trust assets for the benefit of such trustee, including obligations of such trustee or distributions that might be deemed payments for the support of persons such trustee is obligated to support, EXCEPT that this limitation shall not apply with respect to distributions to or for the benefit of the Trustor. The foregoing shall not be deemed to prevent such trustee from being present or expressing opinions with respect to any such decision.

(d) Execution of instruments by trustee. Any instrument executed by any one of the trustees shall be regarded as binding for all purposes, and no person dealing with the trustees or the trust identity need inquire into their trust authority or the provisions of this instrument. NOTWITHSTANDING anything herein to the contrary, the Trustor hereby reserves the right at any time to either revest trust assets into Trustor, or to transfer and convey the same to others without the signature or consent of any other named trustee.

(e) Successor Trustees. In the event of the death, resignation, incompetency or refusal to serve of a trustee other than the Trustor, the Trustor shall have the right to select a substitute Trustee. If the Trustor does not select a substitute Trustee, the remaining individual Trustee and/or Trustees shall have the right to select another individual or corporate Trustee to so serve.

After the death of the Trustor, it is contemplated that the surviving Trustee named herein will continue to function as Trustee, and GERALDINE W.GOODLIFFE & KENNETH E.WINWARD, are hereby appointed as Successor Joint Trustees to replace the Trustor who has been serving in such capacity. If at any time there should be only one individual Trustee of said trust so acting, said remaining individual Trustee is hereby granted authority to appoint an individual co-Trustee, or a Successor corporate Trustee of this trust. In the event of the incapacity of any individual Trustee, the other individual Trustee shall have the right to remove that Trustee, or if feasible, to function without his consent. The individual Trustees shall also have the right to resign and appoint a corporate Trustee to act in their stead, and to remove or replace such corporate Trustee and thereupon, resume their duties as individual Trustees.

If this Trust shall not have been terminated at a time when there is no individual Trustee acting as such, either because of death, incapacity, resignation, or unwillingness to serve, then in such event COMMERCIAL SECURITY BANK, a banking corporation, Ogden, Utah, is hereby appointed as sole Successor Trustee.

(f) Bonding of Trustee. Neither the individual Trustees nor any corporate Trustee shall be required to furnish bond.

(g) Reimbursement and Compensation. The Trustee shall be entitled to reimbursement of expenses and reasonable compensation for their services, unless such compensation is waived.

ARTICLE IX
GENERAL PROVISIONS

1. TERMINATION OF TRUST. This trust shall terminate upon final distribution of the trust estates as previously provided for in this instrument.

2. SEVERABILITY. If any provision of this trust agreement, or the trusts created herein, should for any reason be held to be unenforceable, invalid, or inoperative, the remaining provisions shall, nevertheless, be carried into effect.

3. SPOUSE AND DESCENDANTS NOT SURVIVING. If at any time there shall be neither surviving spouse nor descendants of Trustor, all remaining assets hereunder shall be divided into two (2) equal shares. One such share shall be distributed to the heirs at law of Trustor's spouse, and the other such share shall be distributed to the heirs at law of Trustor, both as determined by the laws of the State of Utah.

4. DISTRIBUTION TO MINOR BENEFICIARIES. The Trustee may make payments to any minor beneficiary, to his or her natural guardian, or to the person with whom such minor is living, without requiring the appointment of a legal guardian to receive such payments, and the receipts signed by such person shall discharge the Trustee from any liability to see to the application of such payments.

5. SUCCESSOR TRUSTEE. In the event of the resignation or death of all of the Trustees named herein, the Trustor hereby nominates Commercial Security Bank, a corporation, Ogden, Utah, to serve as successor Trustee upon the same terms and conditions as the predecessor Trustee.

6. NOTICE TO TRUSTEE. Unless the Trustee shall receive written notice of any death or other event upon which the right of payment from this trust may depend, the Trustee shall incur no liability for disbursements made in good faith to persons whose interest may have been affected by that event.

7. ORDER OF DEATH. For the purposes of this instrument, if Trustor and Trustor's Spouse should die as a result of a common disaster or other circumstances wherein it shall not be determined which died first, it shall be presumed that Trustor's spouse survived Trustor.

8. COMPENSATION OF TRUSTEE. The Trustee shall receive as compensation for its services reasonable fees, but not more than the customary fees then being charged by corporate Trustees in Weber County, Utah, for similar trust services, unless such fee is waived or otherwise agreed upon.

9. DEFINITION. In interpreting this instrument the use of the masculine form shall include the feminine if applicable, and the use of the singular term shall include the plural unless the context indicates a different intent.

10. LAW GOVERNING TRUST. This Trust has been accepted by the Trustee and will be administered in the State of Utah, and its validity, construction and all rights hereunder shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, this Agreement has been executed at Ogden, Utah, this 12 day of Sept, 1980.

WITNESS: Gene T. Kung

Richard E. Woodward
TRUSTOR

WITNESS: Gene T. Kung

Richard E. Woodward
TRUSTEE

WITNESS: Gene T. Kung

Myrtle Woodward
TRUSTEE

TRUST SCHEDULE "A"

RICHARD E. WINWARD , as "Trustor", hereby ASSIGNS, TRANSFERS,
and CONVEYS unto RICHARD E. WINWARD and MYRTLE WINWARD,
as "Joint Trustees", in trust, for the beneficiaries under this
Trust Agreement, the following described properties:

CASH \$25.00

MASSEY FREGUSON TRACTOR
ALLIS CHALMER TRACTOR
14 hp GARDEN TRACTOR

11 shares East Willow Springs Irrigation Co. water stock

Real property as described in the three (3) attached
Warranty Deeds dated the day of , 1980

400 shares common stock of Winward Electric Services, Inc.

50 shares common stock, Texaco, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand this 12 day
of Sept, 1980, at Ogden, Utah.

Richard E. Winward
TRUSTOR

WITNESS:

Paul T. Kury

The undersigned Joint Trustees hereby acknowledge receipt of
the above-described trust properties, in trust, this 12 day of

Sept, 1980.

WITNESS:

Paul T. Kury

Richard E. Winward
TRUSTEE

WITNESS:

Paul T. Kury

Myrtle Winward
TRUSTEE

AMENDMENT TO TRUST AGREEMENT

OF

RICHARD E. WINWARD

That certain Trust Agreement entered into between RICHARD E. WINWARD, a married man, of Ogden, Utah, as "Trustor", and RICHARD E. WINWARD and MYRTLE WINWARD, of Ogden, Utah, as "Joint Trustees", dated September 12, 1980, is hereby AMENDED, pursuant to the rights reserved to the Trustor in Article V of said Trust Agreement, in the following respects:

1. That all of that portion of paragraph 4., entitled "Death of Trustor - Creation of Marital Trust" of Article II, as set forth at page 3 of said Trust Agreement, is hereby REVOKED, and that the portion of paragraph 4., "Death of Trustor - Creation of Marital Trust" of Article II, as set forth in the attached Exhibit "A" hereto, is hereby ADOPTED as and shall be the replacement page 3 for said described Trust Agreement. It is expressly declared that the sub-paragraphs of said described Paragraph 4., Article II, of said Trust Agreement, are not amended herein, and they shall remain in full force and effect as previously set forth in said Trust Agreement.

2. That the certain Trust Agreement dated September 12, 1980, as specifically referred to above herein, as amended by the Amendment set forth above herein by this instrument, is hereby RATIFIED and CONFIRMED in all particulars.

IN WITNESS WHEREOF, this Amendment to Trust Agreement has been executed at Ogden, Utah, this 29 day of December, 1981.

Richard E. Winward
TRUSTOR

WITNESS: Gene King

WITNESS: Gene King

WITNESS: Gene King

Richard E. Winward
TRUSTEE

Myrtle Winward
TRUSTEE

COPY

Last Will and Testament

OF

RICHARD E. WINWARD

I, RICHARD E. WINWARD, a married man, residing at Ogden, Weber County, Utah, being of legal age and of sound and disposing mind and memory, do hereby make and ordain this my Last Will and Testament, and I do hereby expressly revoke all other and former Wills by me made.

FIRST: I direct that all estate, inheritance and succession taxes payable by reason of my death, whether or not attributable to property subject to probate administration, shall be paid out of the Residuary Trust of the Living Trust hereinafter mentioned, and neither my Personal Representative nor my Trustee shall seek reimbursement or contribution from any person.

I direct that my funeral expenses and just debts be paid as soon as practicable after my demise from my estate or from the Living Trust hereinafter mentioned.

SECOND: I hereby declare that I am a married man, that my wife is MYRTLE WINWARD, and that we have two (2) children born issue of our marriage, to-wit:

1. GERALDINE W. GOODLIFFE, daughter, legal age, N. Ogden, Utah
2. KENNETH E. WINWARD, son, legal age, Ogden, Utah

THIRD: I declare that I have given to my said spouse during my lifetime, all intimate, personal effects, including jewelry, silverware, clothing, household and kitchen furniture, furnishings and supplies, carpets, books, pictures, musical instruments, sporting goods and all similar articles of domestic use, sport use, or adornment ever used or possessed by me or my spouse, or both of us. In the event my said spouse survives me, I give and bequeath her all automobiles, boats, airplanes and snowmobiles which I own.

In the event my said spouse shall not survive me, I give and bequeath to my then living children such of my personal and household effects and any automobile or automobiles, boats, airplanes and snowmobiles owned by me, as they may desire, share and share alike.

RCW

In the event that there are items that more than one child desires and they are unable to agree upon which child shall have which items, my Personal Representative shall decide who shall have which items.

FOURTH: I hereby give and devise all of the residue and remainder of my estate, real or personal, and wherever situated to MYRTLE WINWARD, as Trustee under that certain Trust Agreement dated the 12 day of September, 1980, in which I am designated as Trustor, and said Myrtle Winward is designated as Trustee, to be held, subject to the terms and conditions of said Trust Agreement as it is in force at the time of my death and to be administered as a part thereof. However, any shares which would be immediately distributed to any beneficiaries under the terms of said Trust Agreement shall be distributed to such beneficiaries, and the Trustee shall retain only assets or shares, if any, which are to continue in trust under the provisions of said Trust Agreement.

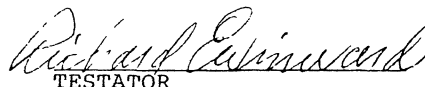
If the foregoing bequest of the residue of my estate to Myrtle Winward as the named Trustee, should lapse or fail for any reason, I give, devise and bequeath such residuary estate to said Myrtle Winward as Trustee, and I direct said Trustee to hold, administer and distribute the trust estate pursuant to the provisions of the Trust Agreement hereinabove referred to as such provisions now exist, or are hereafter amended, to the same extent and in the same manner as though that certain Trust Agreement were herein set forth in detail.

FIFTH: I make no other provisions for my beloved wife, MYRTLE WINWARD, for the reason that I have adequately provided for her comfort and maintenance under the provisions of that certain Trust Agreement particularly described in paragraph FOURTH above.

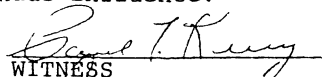
SIXTH: In the event that my death and that of my said wife shall occur as a result of a common disaster or under any situation where there is not sufficient evidence that my said wife and I died otherwise than simultaneously, it shall be conclusively presumed for the purpose of disposition under this Will that my said wife survived me.

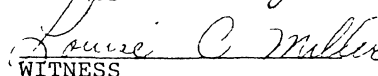
SEVENTH: I hereby nominate and appoint my wife, MYRTLE WINWARD, as Personal Representative of this, my Last Will and Testament, to serve without bond. In the event that my wife should for any reason fail to serve as Personal Representative, I nominate and appoint GERALDINE W. GOODLIFFE and KENNETH E. WINWARD, as Joint Successor Personal Representatives, to serve without bond. In the event that any of the above-named Personal Representatives should fail to survive me, or should fail to serve for any reason, I nominate and appoint COMMERCIAL SECURITY BANK OF UTAH, Ogden, Utah, as Personal Representative.

I, RICHARD E. WINWARD, the Testator, sign my name to this instrument, this 12th day of September, 1980, at Ogden, Utah, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and that I sign it willingly, that I execute it as my free and voluntary act for the purposes expressed in it, and that I am 18 years of age or older, of sound mind, and under no constraint or undue influence.


TESTATOR

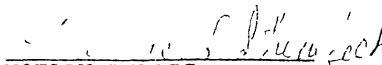
We, PAUL T. KUNZ and LOUISE C. MILLER, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as his Last Will and that he signs it willingly and that each of us, in the presence and hearing of the Testator and of each other, hereby signs this Will as witness to the Testator signing, and that to the best of our knowledge the Testator is 18 years of age or older, of sound mind, and under no constraint or undue influence.


WITNESS


WITNESS

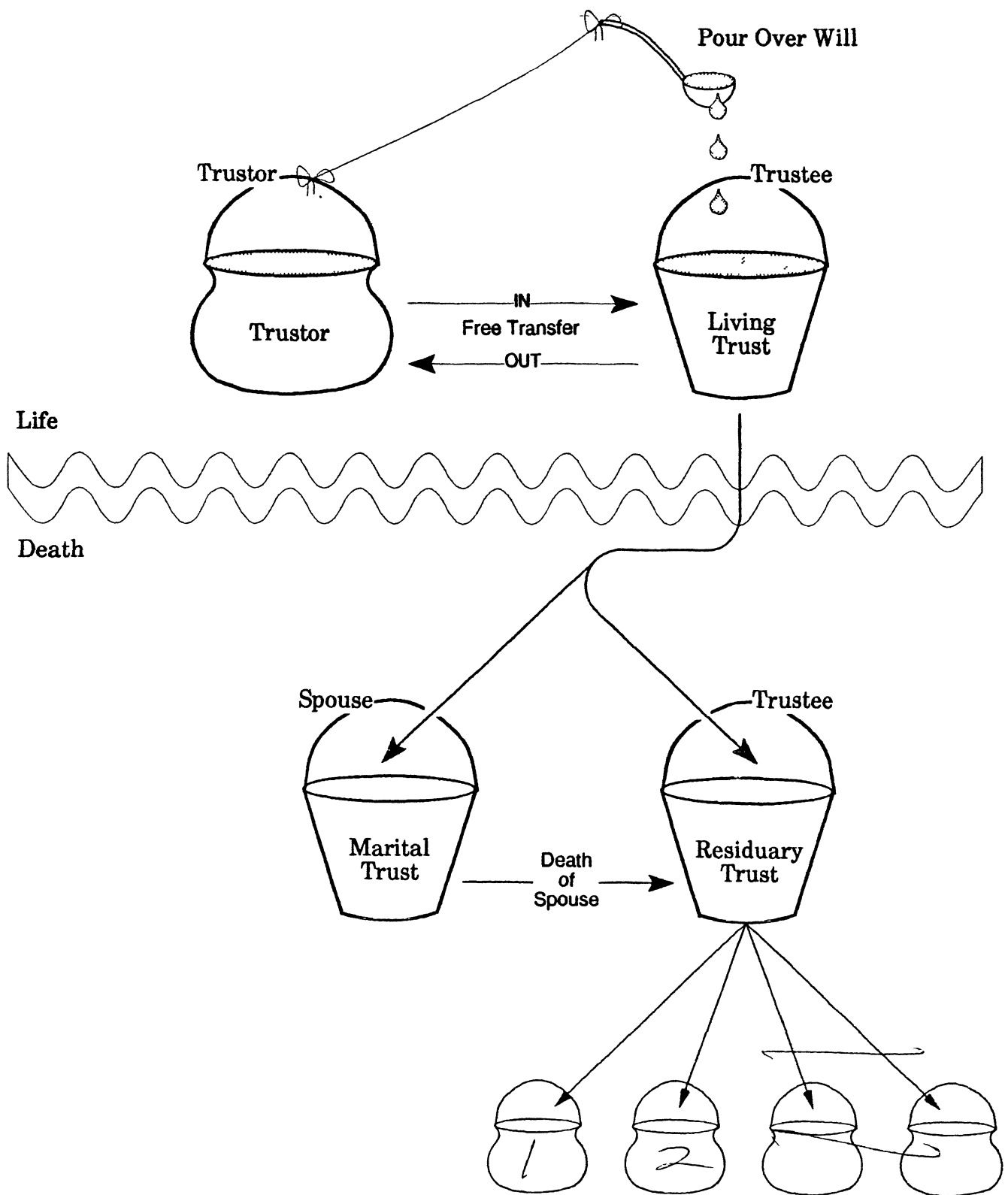
STATE OF UTAH)
 : SS.
County of Weber)

SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED before me by RICHARD
E. WINWARD, the Testator and subscribed and sworn to before me by
PAUL T. KUNZ and LOUISE C. MILLER, witnesses, this
12th day of September, 1980.



NOTARY PUBLIC
Residing at: Ogden, Utah

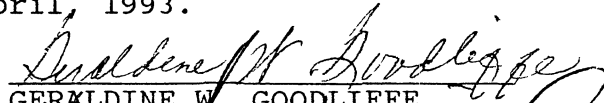
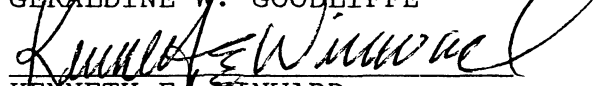
My Commission Expires:
12-15-82



ACCEPTANCE OF APPOINTMENT AS JOINT TRUSTEES

The undersigned GERALDINE W. GOODLIFFE and KENNETH E. WINWARD, do hereby accept their appointment as Joint Trustees of the Richard E. Winward Trust dated September 12, 1980, to serve as Joint Trustees thereof with MYRTLE WINWARD pursuant to the provisions of paragraph 1(e) of ARTICLE VIII of said trust agreement.

DATED this 30th day of April, 1993.


GERALDINE W. GOODLIFFE

KENNETH E. WINWARD
TRUSTEE

Tab H

Best
Regards for Elizabeth Anne

105.80	Utah Dept Employment Security
1,750.00	Legion Finance
1,603.10	Utah State Tax —
<u>3,458.90</u>	

46,037.42
6,583.45
3,458.90
<u>56,079.77</u>

✓

\$ 25,000.00 Kent Banquet Attractions
 1,500.00 Kent Banquet - Inventory

\$35,000.00 more to pay

200.00 Cash on check ---
 630.00 Art Summers - Ins -
 2,330.00 Utah Power & Light
 555.97 Pay Roll - Manhattan

 4,015.97

265.10 U.S. West
 645.35 Salt Lake City County
 1,365.46 Belk's House

 2,275.91

1,080.00 Utah State Fair Comm.
 1,200.00 Restaurant Store Equip -
 1,726.89 Earl Livingston Restaurant Equip
 3,200.00 Wardley Corp
 4,315.06 Joe Ballotins

 10,521.95

20,876.64 Internal Revenue
 8,346.95 Ken - for Paul & Mrs

 29,223.59 & W. Hitchcock -
 for money shop put in
 Manhattan -

Total - 46,037.42

Check 977 Manhattan 12-16-61

* 45.00	Remarkable Kister
100.00	Private Eye Newspaper
182.75	Gardner Distributions
129.70	Electrical Signs System
134.83.	Occap Co -
285.00	Broadcast Music
256.00	Mountain East Records -
926.32.	Utah Department of Employment.
277.90	Quality Linen & Towel Co -
275.95	Uniforms for you
397.00	Kew Winwood ^{First See} ^{Band} ^{VR Business} ^{Books}
<u>6,583.45</u>	

$$\begin{array}{r} 56,079.77 \\ 25,000.00 \\ \hline 1,500.00 \\ \hline 82,579.77 \end{array}$$

E.
FOOTAGE
REQJRD

Ed
Mr. The
Mr. Rockwell
Mr. Rockwell
Mr. Rockwell

$$\begin{array}{r}
 20 \\
 \hline
 120 \\
 \hline
 20 \\
 \hline
 320 \\
 \hline
 150 \\
 \hline
 470 \\
 \hline
 196.00 \\
 \hline
 66.00 \\
 \hline
 676.00
 \end{array}$$

Ken -

Truck

10,000

Cost

4,000

Cost

2,000

16,000 no set

Inst -

~~46~~ 6,588.54 m. Dick

16,000.00 Ken

62,588.54

62,588.54

Kew - Comte 4, 290.70

Inst Rate - 9.75

paid back March 19-1990 -
's be. -

Frank -

March 7-1990 12% Inst.
 Valley Bank 15,550.49
 Money 6,000.00

First Sec Bank 11,338.05
 Feb-9, 1990 700.00
 Interest Paid May 17-90
 Interest still owing -

January 29-1990 3,000.00
 March 26-1990 8,000.00
 Money - 2,000.00

46,588.54

Paul Hess -

25,000.00
 Inst - 2,000.00 -
 Rep - 27,000.00

Trust
Haley Bank

12 7/8 Inst

First Sec Bank

Dick

Alley Band 15,550.49 ^{12% Inst.}

1990 18% Inst ^M 6,000.00

inst Sec Band - 11,338.05

inst May 17-90 - 700.00

January 29th - 3,000.00

March 26th 8,000.00

M. 2,000.00

	15,550.49	
Morse	6,000.00	
	<hr/>	
	21,550.49	
	11,338.05	
	<hr/>	
	32,888.54	
	700.00	inst. Paid.
	<hr/>	
	33,588.54	
	3,000.00	
	<hr/>	
	36,588.54	

Back

46,588.54 no Inst.

Feen. 16,000.00 no Inst.

62,588.54 no Inst.

Paul Pless. 25,000.00

Inst. 2,000.00
27,000.00

62,588.54
27,000.00
89,588.54

because of Jerry
1 Paying Apr 6 -
it Paying Paul Pless.
he said it cost
- - - - - 00

July 9th Amended -

46,638.05

12-20 $\frac{120}{240}$

Club Manhattan

From Rude Hatis 3,661.95
Feb. 9-1990

From Rude Hatis

June 22-1990

Pay off Manhattan

to Atl. ^{Georgia} Spiciale

26,171.63
29,833.58

Tab I

Club Mattman, Jerry Ann

\$46,588.54 DICKMY ^{amt}

* 16,000.00 Kins ^{amt}

~~\$62,588.54 TOTAL loans~~

no amt added as yet

all notes: 12% int when loan
is closed.

46,558.05 -

Total of just
these notes

412,474.25

\$6500⁰⁰

July 25th 1989

Ken Unnward after date, for value received, I/we, jointly and severally, promise
to pay to Mr + Mrs Reunward or order

Five Hundred Dollars a month DOLLARS
with interest payable at the rate of 10% per cent per annum from July 25th 1989

until paid, both before and after judgment. And I hereby agree, that in case this note after maturity, is
referred to an attorney, either with or without suit, to pay a reasonable attorney's fee. The holder shall have the
right to declare this note due for default in payment of interest.

No. _____ Due _____

\$ 5,688⁰⁰ Car Deal Pay off CR # 123 acc 89 July 31st 19 86

_____ after date, for value received, I/we, jointly and severally, promise
to pay to _____ or order

_____ DOLLARS

with interest payable _____ at the rate of _____ per cent per annum from _____

until paid, both before and after judgment. And _____ hereby agree, that in case this note after maturity, is
referred to an attorney, either with or without suit, to pay a reasonable attorney's fee. The holder shall have the
right to declare this note due for default in payment of interest.

No. _____ Due _____

\$ 1,557⁷² (Title to Car) OK# 121 acc 89 July 23 19 86

_____ after date, for value received, I/we, jointly and severally, promise
to pay to _____ or order
_____ DOLLARS

with interest payable _____ at the rate of _____ per cent per annum from _____
until paid, both before and after judgment. And _____ hereby agree, that in case this note after maturity, is
referred to an attorney, either with or without suit, to pay a reasonable attorney's fee. The holder shall have the
right to declare this note due for default in payment of interest.

No. _____ Due _____

^m
\$ 18,600⁰⁰ CR # 119 ac # 89

July 11th 19 85

_____ after date, for value received, I/we, jointly and severally, promise
to pay to _____ or order

_____ DOLLARS

with interest payable _____ at the rate of _____ per cent per annum from _____

until paid, both before and after judgment. And _____ hereby agree, that in case this note after maturity, is
referred to an attorney, either with or without suit, to pay a reasonable attorney's fee. The holder shall have the
right to declare this note due for default in payment of interest.

No. _____ Due _____

2000⁰⁰ Payroll / CK# 135 Nov 20, 86
✓ \$ 2000⁰⁰ (Pay Roll) CK 128 accl 89
\$ 9000⁰⁰ " " 11/28/86 CK# 139 accl 89 Sept 2 19 86
~~\$ 6000⁰⁰~~ TOTAL

after date, for value received, I/we, jointly and severally, promise
to pay to _____ or order

DOLLARS

with interest payable _____ at the rate of _____ per cent per annum from _____

until paid, both before and after judgment. And _____ hereby agree, that in case this note after maturity, is referred to an attorney, either with or without suit, to pay a reasonable attorney's fee. The holder shall have the right to declare this note due for default in payment of interest.

No. _____ Due _____

Will Pay Back From Bond Money *Approved Financial Services*
\$10,000⁰⁰ (New Boat Deal) CR #148 on 89 *June 26th 19 89*

_____ after date, for value received, I/we, jointly and severally, promise
to pay to _____ or order

_____ DOLLARS

with interest payable _____ at the rate of _____ per cent per annum from _____

until paid, both before and after judgment. And _____ hereby agree, that in case this note after maturity, is
referred to an attorney, either with or without suit, to pay a reasonable attorney's fee. The holder shall have the
right to declare this note due for default in payment of interest.

No

Due _____

\$ 67,000⁰⁰ *Commercial Security Bank*

19

_____ after date, for value received, I/we, jointly and severally, promise
to pay to _____ or order

_____ DOLLARS

with interest payable _____ at the rate of _____ per cent per annum from _____
until paid, both before and after judgment. And _____ hereby agree, that in case this note after maturity, is
referred to an attorney, either with or without suit, to pay a reasonable attorney's fee. The holder shall have the
right to declare this note due for default in payment of interest.

No. _____ Due _____

amend draft
\$ 3000⁰⁰ Loan To Ken CK # 206 acc 89

July 25 19 89

_____ after date, for value received, I/we, jointly and severally, promise
to pay to _____ or order

_____ DOLLARS

with interest payable _____ at the rate of _____ per cent per annum from _____

until paid, both before and after judgment. And _____ hereby agree, that in case this note after maturity, is
referred to an attorney, either with or without suit, to pay a reasonable attorney's fee. The holder shall have the
right to declare this note due for default in payment of interest.

No

Due

Back (Bank of Utah off CR #205 \$667.61
pay US savings Cashier for \$56000.00 (Plus Int) 100,000.00 CD
\$160000.00 Mar 15 1989

_____ after date, for value received, I/we, jointly and severally, promise
to pay to _____ or order

_____ DOLLARS

with interest payable _____ at the rate of _____ per cent per annum from _____

until paid, both before and after judgment. And _____ hereby agree, that in case this note after maturity, is
referred to an attorney, either with or without suit, to pay a reasonable attorney's fee. The holder shall have the
right to declare this note due for default in payment of interest.

No. _____ Due _____

\$ 50,000 ⁰⁰ Cashiers Check Pay off 1/2 of Club

19

_____ after date, for value received, I/we, jointly and severally, promise
to pay to _____ or order

_____ DOLLARS

with interest payable _____ at the rate of _____ per cent per annum from _____
until paid, both before and after judgment. And _____ hereby agree, that in case this note after maturity, is
referred to an attorney, either with or without suit, to pay a reasonable attorney's fee. The holder shall have the
right to declare this note due for default in payment of interest.

No. _____ Due _____

(Automatically) *United Savings + Loan*
\$ 10,000⁰⁰ Cashiers OK *(For State + Fed Taxes)* _____ 19____

_____ after date, for value received, I/we, jointly and severally, promise
to pay to _____ or order
_____ DOLLARS

with interest payable _____ at the rate of _____ per cent per annum from _____
until paid, both before and after judgment. And _____ hereby agree, that in case this note after maturity, is
referred to an attorney, either with or without suit, to pay a reasonable attorney's fee. The holder shall have the
right to declare this note due for default in payment of interest.

No. _____ Due _____

~~\$~~ \$26,171.63 Pay off Club Tom + Luke CK 198 United Savings (Pashins CK) June 22nd 1990

_____ after date, for value received, I/we, jointly and severally, promise
to pay to _____ or order

_____ DOLLARS
with interest payable _____ at the rate of _____ per cent per annum from _____

until paid, both before and after judgment. And _____ hereby agree, that in case this note after maturity, is referred to an attorney, either with or without suit, to pay a reasonable attorney's fee. The holder shall have the right to declare this note due for default in payment of interest.

No. _____ Due _____

Muriel Lynch OK

\$ 6400⁰⁰ Loan CK# 1341 (Truck Pay off) Mar 21 19 87

_____ after date, for value received, I/we, jointly and severally, promise
to pay to _____ or order

_____ DOLLARS

with interest payable _____ at the rate of _____ per cent per annum from _____

until paid, both before and after judgment. And _____ hereby agree, that in case this note after maturity, is
referred to an attorney, either with or without suit, to pay a reasonable attorney's fee. The holder shall have the
right to declare this note due for default in payment of interest.

No. _____ Due _____

\$ 5056 / 90 1 Check for \$1000.00 Title
1 Check for \$4056.90 Certificate CK on Loan of Feb 14 1989
CK # 172

_____ after date, for value received, I/we, jointly and severally, promise
to pay to _____ or order

_____ DOLLARS

with interest payable _____ at the rate of _____ per cent per annum from _____

until paid, both before and after judgment. And _____ hereby agree, that in case this note after maturity, is
referred to an attorney, either with or without suit, to pay a reasonable attorney's fee. The holder shall have the
right to declare this note due for default in payment of interest.

No. _____ Due _____

Muriel Pynch OK Book

\$21,000⁰⁰ @K #140

July 23 1987

_____ after date, for value received, I/we, jointly and severally, promise
to pay to _____ or order

_____ DOLLARS

with interest payable _____ at the rate of _____ per cent per annum from _____

until paid, both before and after judgment. And _____ hereby agree, that in case this note after maturity, is
referred to an attorney, either with or without suit, to pay a reasonable attorney's fee. The holder shall have the
right to declare this note due for default in payment of interest.

No. _____ Due _____

Merrill Lynch & Co. Boston

\$5000⁰⁰ CK # 236 Club Exp Bill + Payroll 12/5 1990

_____ after date, for value received, I/we, jointly and severally, promise
to pay to _____ or order

_____ DOLLARS

with interest payable _____ at the rate of _____ per cent per annum from _____

until paid, both before and after judgment. And _____ hereby agree, that in case this note after maturity, is
referred to an attorney, either with or without suit, to pay a reasonable attorney's fee. The holder shall have the
right to declare this note due for default in payment of interest.

No. _____ Due _____

myntls *#5458CR Book limited Savings.*
\$3500⁰⁰ overdraft CR #104 *July 25* *1989*

_____ after date, for value received, I/we, jointly and severally, promise
to pay to _____ or order
_____ DOLLARS

with interest payable _____ at the rate of _____ per cent per annum from _____
until paid, both before and after judgment. And _____ hereby agree, that in case this note after maturity, is
referred to an attorney, either with or without suit, to pay a reasonable attorney's fee. The holder shall have the
right to declare this note due for default in payment of interest.

No. _____ Due _____

\$2,000.00 ^{\$} Total \$1000,000 loan OK# 111 Jan 10 1991
3,000.00 112 Jan 25 1991
2,000.00 113 Feb 25 1991 19 91
over 4000

after date, for value received, I/we, jointly and severally, promise
to pay to _____ or order
_____ DOLLARS

with interest payable _____ at the rate of _____ per cent per annum from _____
until paid, both before and after judgment. And _____ hereby agree, that in case this note after maturity, is
referred to an attorney, either with or without suit, to pay a reasonable attorney's fee. The holder shall have the
right to declare this note due for default in payment of interest.

No. _____ Due _____

Tab J

Group	Ref #	Date	From	Amount	Notes
Club Manhattan	1	8/25/1987	United Savings	50,000.00	Down payment for Club Manhattan
	2	1990		1,290.00	Various expenses paid by Richard for Club Manhattan
	3	12/5/1990		5,000.00	Paid for payroll for Club Manhattan
	4	1991		56,079.77	Club Manhattan expenses
	5	6/12/1991		1,603.10	Paid Utah State Tax Commission for payroll taxes for Club Manhattan for 1990 payroll taxes
	6	1991		61,500.00	Used to reimburse Kent Bangerter's down payment for Club Manhattan
	7	1991		1,331.41	Paid Job Service to Club Manhattan
	8	1992		25,000.00	Dick loaned money to Jerry Gatto to help him buy the club from Ken because Ken asked him to.
		1992		69,000.00	Ken received from the sale of Club Manhattan for his benefit.
			Total: Club Manhattan	270,804.28	
Myrtle's House	9	5/5/1994	Bank of Utah ✓	51,345.00	Loan taken out on Myrtle's house; the proceeds went to Ken
	10	12/28/1994	Great Western Thrift and Loan ✓	38,655.00	Took out \$90,000 loan on Myrtle's house from Great Western and paid off the \$51,345 to Bank of Utah; the proceeds went to Ken.
	11	10/30/1995	First Community Bank ✓	25,000.00	Took out \$115,000 loan on Myrtle's house from First Community and paid off the \$90,000 to Great Western; the proceeds went to Ken.
	12	3/26/1997	KeyBank ✓	115,000.00	Took out an additional \$115,000 loan on Myrtle's house from KeyBank; proceeds went to Ken.
	13	12/29/1998	First Franklin Financial Corp	5,000.00	Took out \$235,000 loan on Myrtle's house from First Franklin and paid off the \$115K due First Community and Key Bank.
			Total: Myrtle's House	235,000.00	
Attorney Joe Bottom	14	11/29/1990	Merrill Lynch	4,000.00	Attorney Joe Bottom
	14	1991	United Savings Check # 106	4,315.00	Attorney Joe Bottom
			Total: Attorney	8,315.00	
Miscellaneous	15	1987		2,000.00	Line of credit on Beth's house paid by Dick.
	16	8/23/1988		2,516.00	Civil matter resolved by payment to W. Michael Hunter
	17	1989		150,000.00	3 C. D.s pledged as collateral on loan for Ken on which Ken later defaulted.
	18	1989		18,770.15	Pay off interest on Bank of Utah loan for Ken.
		7/19/1989			Ken's bankruptcy finalized
	19	1991		12,392.00	Interest paid on Ken's loan form West One Bank
	20	1991		771.77	Paid finance charges on Ken's car
	21	1991		500.00	Paid to IRS by cashiers check
	22	5/10/1991	Merrill Lynch	5,000.00	Check written to Ken Winward
	23	7/2/1991	United Savings Bank	10,710.01	Loan taken out by Richard with proceeds going to Ken.
	24	6/2/1998	Bank of Utah	10,700.00	Personal check written by Myrtle to Ken.
			Total: Miscellaneous	213,359.93	
			Total	727,479.21	

Tab 1



**UNITED SAVINGS
& LOAN ASSOCIATION**

4185 HARRISON BOULEVARD OGDEN, UTAH 84403

Nº 00112296

AUG 25 87

31-1/1240

Date 8 / 25 / 87
Mo. Day Yr

OGDEN OFFICE
FIRST SECURITY BANK OF UTAH, N.A.
OGDEN, UTAH

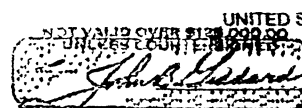
EXACTLY **5000000000**
1844C

Pay _____ Dollars \$ 50,000.00

For _____

TO THE
ORDER OF ☐

BETH WINWARD



UNITED SAVINGS AND LOAN ASSOCIATION

⑈00112296⑈ ⑆124000012⑆032 00795 10⑈

EARNINGS-RETENTION, SAVINGS ACCOUNT LOAN

NAME AND ADDRESS REINHARD WINWARD OR MERTLE WINWARD 3875 N 491 E SALT LAKE CITY, UTAH 84143		<input type="checkbox"/> NO <input checked="" type="checkbox"/> DO NOT CHARGE OFF AT NEXT EARNINGS DATE		LOAN NO 11-17-87
NOTE 5-27	INTEREST RATE PER ANNUM 8.50	SAVINGS NUMBER 0111078218	SAVINGS BALANCE \$ 75,000.00	APPROVED BY (Signature)
		INSTALLMENTS OF 11-17-87		FIRST PAYMENT DUE 11-17-87
		LUMP SUM PREPAID 00112296		DATE OF MATURITY 11-17-87

DISCLOSURE SAVINGS ACCOUNT LOAN

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of our credit as yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid after you have made all payments as scheduled
8.50%	\$ 978.08	\$50,000.00	\$ 50,978.08

Amount given to you directly **\$ 50,000.00**
 Amount paid to you checking/savings account # **0**
 Your payment schedule will be **Pay \$ 50,978.08**

Number of Payments	Amount of Payments	When payments are due
ONE	\$ 50,978.08	11-17-87

You have the right to receive at this time an itemization of the Amount Financed
 I want an itemization. ☐ I do not want an itemization
 See the Note below for any additional information about nonpayment
 default, any required payment in full before the scheduled date, and prepay-
 ment refunds and penalties

This loan has a demand feature
 Security You are giving a security interest in your savings account
 number **0111078218**
 Prepayment If you pay off early, you will not have to pay a penalty.

PROMISSORY NOTE

For value received, the undersigned promises to pay to the order of
UNITED SAVINGS AND LOAN ASSOCIATION

The sum of **FIFTY THOUSAND AND NO/100** Dollars **\$ 50,000.00**

payable, as stated above, on the maturity date or, if no maturity date or installment schedule is stated, ON DEMAND, with interest from the date of this note until paid, at the stated annual percentage rate, subject to corresponding increase if the rate of earnings on the pledged savings account increases, as required by regulation 12 CFR 526.2(e)

The undersigned hereby pledges the above numbered savings account of the undersigned in said institution as security for said debt and authorizes any officer of said institution in the event of any default to sign the name of the undersigned to a withdrawal request and to withdraw any part or all of the funds from said account from time to time for interest and principal payment hereon. The undersigned hereby waives all homestead and exemption rights and notices, interest and presentment. Receipt of a copy of this Note, stating the applicable charges thereon and disclosures, is hereby acknowledged by the undersigned and is a receipt for the collateral account evidence until the collateral is returned after full satisfaction of said indebtedness. In this Note, the undersigned includes the plural. Signed, sealed and delivered on the above date.

THIS NOTE AND ANY PAYMENTS MAY BE MADE AT ANY TIME WITHOUT PENALTY. THE UNDERSIGNED RELEASES THE LENDER FROM ALL LIABILITY FOR THE BALANCE OF THIS NOTE.

(Signature) (Sent) **COPY** **(Signature)**
 COPY OF THIS NOTE, GIVEN THE PLEDGE(S) IS A RECEIPT FOR THE COLLATERAL ACCOUNT EVIDENCE UNTIL THE COLLATERAL IS RETURNED AFTER FULL SATISFACTION OF SAID INDEBTEDNESS.

Tab 2

**Merrill Lynch Cash Management Account®**RICHARD E. WINWARD-TTEE
MYRTLE WINWARD-TTEE3875 N. 491 E.
OGDEN, UT 84404

202

Oct 11 1990 25-80
440Pay to the
order of

Beckham Glass Co

\$ 800⁰⁰

Eight Hundred and no/100

Dollars

BANK ONE.

BANK ONE OF COLUMBUS NA
Columbus Ohio 43271

Memo

Club Manhattan

R. Winward

⑆044000804⑆ 3019144755⑈ 0202

**Merrill Lynch Cash Management Account®**RICHARD E. WINWARD-TTEE
MYRTLE WINWARD-TTEE3875 N. 491 E.
OGDEN, UT 84404

203

Oct 11 1990 25-80
440Pay to the
order of

Wayne Boyalshun

\$ 400⁰⁰

Four Hundred and no/100

Dollars

BANK ONE.

BANK ONE OF COLUMBUS NA
Columbus Ohio 43271

Memo

Club Manhattan

R. Winward

⑆044000804⑆ 3019144755⑈ 0203

**Merrill Lynch Cash Management Account®**RICHARD E. WINWARD-TTEE
MYRTLE WINWARD-TTEE3875 N. 491 E.
OGDEN, UT 84404

204

Oct 11 1990 25-80
440Pay to the
order of

Bug Busters

\$ 90⁰⁰

Ninty and no/100

Dollars

BANK ONE.

BANK ONE OF COLUMBUS NA
Columbus, Ohio 43271

Memo

Club Manhattan

R. Winward

⑆044000804⑆ 3019144755⑈ 0204

total 1,290.00



Look at mo 1987' NOVEMBER, OCT to NOV-
Look on Back Sheet

CMA Cash Management Account[®] Monthly Statement

ACCOUNT NO.	TAXPAYER NO.	STATEMENT PERIOD	PAGE	F/C
424-22954	528-10-5838	09/26/87 TO 10/30/87	1	9138
YOUR FINANCIAL CONSULTANT 9138 TERRY/SCOTT (801) 399-3411		OFFICE SERVING YOUR ACCOUNT 289 24TH ST SUITE 100 OGDEN UT 84401		

SUMMARY PAGE

RICHARD E WINWARD & MYRTLE
WINWARD TTEE UA 7-26-76 BY
RICHARD E WINWARD TR
3875 NORTH 491 EAST
OGDEN UT 84404

FOR CUSTOMER SERVICE PLEASE CALL TOLL FREE 1-800-CMA-INFO (1-800-262-4636)
FOR CMA ACCOUNT BALANCE, AUTHORIZATION LIMIT AND CHECKS CLEARED CALL TOLL FREE 1-800-CMA-DATA (1-800-262-3282)**

YOUR ACCOUNT STATUS

	AS OF 09/26/87	AS OF 10/30/87
ASH	\$.12CR	\$.68CR
MA FUNDS	\$5,212.00	\$5,181.00
OTHER MONEY FUNDS		
RICED INVESTMENTS	\$126,952.00	\$123,463.00
RICED PORTFOLIO.....	\$132,164.12CR	\$128,644.68CR
BORROWING POWER		
AUTHORIZATION LIMIT....	\$5,211.00	\$5,181.00

YOUR INVESTMENT INCOME

	THIS STATEMENT	YEAR TO DATE
MA FUNDS DIVIDENDS	\$34.56	\$383.95
MA FUNDS (TAX EXEMPT)		
DIVIDENDS (REPORTABLE)		
INTEREST (REPORTABLE)		
INTEREST (NOT REPORTABLE)		\$5,562.50
TOTAL INCOME.....	\$34.56	\$5,946.45

YOUR ACCOUNT ACTIVITY

BALANCE (CMA FUNDS + CASH)	AS OF 09/26/87	\$5,212.12CR
	AS OF 10/30/87	\$5,181.68CR
NET CHANGE FOR STATEMENT PERIOD.....		\$30.44DR
INVESTMENTS YOU SOLD		
TOTAL INCOME YOU RECEIVED	\$34.56	
FUNDS RECEIVED FROM YOU		
OTHER CREDITS		
TOTAL CREDITS.....	\$34.56	
INVESTMENTS YOU BOUGHT		
CMA CHECKS YOU WROTE		
VISA CARD TRANSACTIONS		
INTEREST CHARGED TO YOU	\$65.00	
FEES CHARGED TO YOU		
OTHER DEBITS		
TOTAL DEBITS.....	\$65.00	

YOUR AVERAGE RATE OF RETURN FROM 09/18/87 THRU 10/22/87

CMA MONEY FUND	6.84%	FOR CURRENT RATE INFORMATION CALL 24 HOURS TOLL-FREE 1-800-CMA-EARN (1-800-262-3276)
----------------	-------	--

MERRILL LYNCH'S TAX PLANNER ACTION KIT MAY HELP YOU REDUCE YOUR 1987 TAX LIABILITY. THIS KIT HAS VALUABLE INFORMATION. CALL 1-800-637-7455, EXT. 3729 OR CONTACT YOUR FINANCIAL CONSULTANT FOR A FREE KIT.

OCTOBER 1987

We urge you to keep this statement with your investment records.

Please advise your Financial Consultant immediately of any discrepancies in securities transactions or investment activity on your statement of account or if you intend to change your address. Send all correspondence relating to these matters to the office serving your account. For all other questions about your statement, please call 1-800-CMA-INFO (1-800-262-4636) or in writing to Merrill Lynch CMA Operations, New Brunswick, NJ 08909-0566. When making inquiries, please give your account number. See back of page for definitions of key terms and for balancing instructions.

10/87 7097 (Rev 2-86)

Merrill Lynch, Pierce, Fenner & Smith Inc.
Member, Securities Investor Protection Corporation (SIPC)



CMA[®] Cash Management Account[®] Monthly Statement

ACCOUNT NO.	TAXPAYER NO.	STATEMENT PERIOD	PAGE	F/C
424-22954	528-10-5838	09/26/87 TO 10/30/87	2	9138

RICHARD E WINWARD & MYRTLE
WINWARD TTEE UA 7-26-76 BY

YOUR INVESTMENTS						
QUANTITY	INVESTMENT DESCRIPTION	EQUITY SYMBOL	ESTIMATED CURRENT PRICE	ESTIMATED CURRENT MARKET VALUE	ESTIMATED CURRENT YIELD	ESTIMATED ANNUALIZED INCOME
<u>EQUITIES</u>						
500 15	MIDWEST RLTY&FIN INC MLH INC RLTY PARTNSH III	CASH CASH	UNAVAILABLE 1000.000	\$15,000	.30	\$4
<u>MUNICIPAL BONDS</u>						
100000	SAINT BERNARD PARISH LA PCR TNCO OIL CO TNCO INC DEC82 11.125%DEC01 12JD	CASH	108.463	\$108,463		
TOTALS FOR PRICED INVESTMENTS.....				\$123,463		\$4
CASH.....				\$.68CR		
<u>MONEY ACCOUNTS</u>						
5181	CMA MONEY FUND	CASH	1.000	\$5,181		
PRICED PORTFOLIO.....				\$128,644.68CR		

DETAILS OF YOUR MONEY FUNDS							
FUND NAME	OPENING BALANCE	CLOSING BALANCE	DIVIDENDS / THIS PERIOD	INTEREST YEAR-TO-DATE	AVERAGE BALANCE	NO.OF DAYS	RATE OF RETURN
CMA MONEY FUNDS							
CMA MONEY FUND	\$5,212.00	\$5,181.00	\$34.56	\$383.95	\$5,263.06	35	6.84%

OCTOBER 1987

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10-7097 (Rev 2-86)

Merrill Lynch, Pierce, Fenner & Smith Inc.
Member, Securities Investor Protection Corporation (SIPC)

ACCOUNT NO.	TAXPAYER NO.	STATEMENT PERIOD	PAGE	F/C
424-22954	528-10-5838	09/26/87 TO 10/30/87	3	9138

RICHARD E WINWARD & MYRTLE
WINWARD TTEE UA 7-26-76 BY

SPECIAL MONTHLY AND YEAR TO DATE INFORMATION

DESCRIPTION	THIS STATEMENT	YEAR TO DATE
INTEREST (NOT REPORTABLE)	\$.00	\$5,562.50CR
MUNICIPAL INTEREST	\$.00	\$5,562.50CR

YOUR DAILY ACCOUNT ACTIVITY

DATE	TRANSACTION	QUANTITY DESCRIPTION	PRICE	DEBIT	CREDIT	CASH BALANCE	CMA FUNDS ISA BALANCE
25	.....	OPENING BALANCE.....			\$.12	\$.12CR	5,212
23	SHARE DIVIDEND	34 CMA MONEY FUND					
23	CASH DIVIDEND	CMA MONEY FUND FROM 9-18 THRU 10-22			\$.56	\$.68CR	5,246
26	ANNUAL CHARGE	CMA ANNUAL FEE		\$65.00			
26	SOLD	65 CMA MONEY FUND			\$65.00	\$.68CR	5,181
30	.....	CLOSING BALANCE.....				\$.68CR	5,181

DO NOT REPORT LOST/STOLEN VISA CARD OR CHECKS CALL THE TOLL-FREE-NUMBER 1-800-CMA-LOST (1-800-262-5678).
WHEN THE CMA SERVICE OFFICE IS CLOSED CALL 1-800-262-3366.

IF YOU HAVE AN ALPHABETIC CHARACTER IN YOUR ML ACCOUNT NUMBER, PLEASE CALL 1-800-CMA-INFO TO OBTAIN YOUR ACCESS CODE TO CMA-DAT

To Whom It May Concern

The \$50,000.00 is (Merrill Lynch CK)
To Be Paid Back When They Get The
Business Running Smartly. Int Rate
Should Be 8.5% Int. Payments will
be \$1000.00 a month Plus Int.
Myrtle Winward Dad Amward Rev.
Nov 17, 1987

I loaned Ken Winward + Beth Winward
\$50,000.00 Aug 25th 1987
I made check out for 978.08 Nov 17 1987
To Pay Int on The Mathraten Club in
Salt Lake City. Int on \$50,000.00 for 87 days
at 8.5% Int = 978.08.
Ken + Beth Winward was to Pay the Int on
This loan But never had the money To Pay
OCTOBER 1987

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Please advise your Financial Consultant immediately of any discrepancies in securities transactions or investment activity on your statement of account or if you
template changing your address. Send all correspondence relating to these matters to the office serving your account. For all other questions about your statement
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quires please give your account number. See back of page for definitions of key terms and for balancing instructions.
de 7097 (Rev 2-86)

Merrill Lynch, Pierce, Fenner & Smith Inc.
Member, Securities Investor Protection Corporation (SIPC)



CMA[®] Cash Management Account[®] Monthly Statement

ACCOUNT NO.	TAXPAYER NO.	STATEMENT PERIOD	PAGE	F/C
424-22954	528-10-5838	10/31/87 TO 11/27/87	4	9138

RICHARD E WINWARD & MYRTLE
WINWARD TTEE UA 7-26-76 BY

TO REPORT LOST/STOLEN VISA CARD OR CHECKS CALL THE TOLL-FREE-NUMBER 1-800-CMA-LOST (1-800-262-5678).
WHEN THE CMA SERVICE OFFICE IS CLOSED CALL 1-800-262-3366.

CHECKS YOU WROTE

CHECK NUMBER	DATE WRITTEN	DATE CLEARED	PAYEE	AMOUNT
152	11/17	11/19	UNITED SAVINGS AND LOAN	\$978.08
.....TOTAL CHECKING ACTIVITY.....				\$978.08

*IF YOU HAVE AN ALPHABETIC CHARACTER IN YOUR ML ACCOUNT NUMBER, PLEASE CALL 1-800-CMA-INFO TO OBTAIN YOUR ACCESS CODE TO CMA-DA

NOVEMBER 1987

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Je 7097 (Rev 2-86)

Merrill Lynch, Pierce, Fenner & Smith Inc.
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CMA[®] Cash Management Account[®] Monthly Statement

ACCOUNT NO.	TAXPAYER NO.	STATEMENT PERIOD	PAGE	F/C
424-22954	528-10-5838	10/31/87 TO 11/27/87	1	9138

YOUR FINANCIAL CONSULTANT	OFFICE SERVING YOUR ACCOUNT
9138 TERRY/SCOTT (801) 399-3411	289 24TH ST SUITE 100 OGDEN UT 84401

SUMMARY PAGE

RICHARD E WINWARD & MYRTLE
WINWARD TR EE UA 7-26-76 BY
RICHARD E WINWARD TR
3875 NORTH 491 EAST
OGDEN UT 84404

FOR CUSTOMER SERVICE PLEASE CALL TOLL FREE 1-800-CMA-INFO (1-800-262-4636)

FOR CMA ACCOUNT BALANCE, AUTHORIZATION LIMIT AND CHECKS CLEARED CALL TOLL FREE 1-800-CMA-DATA (1-800-262-3282)**

YOUR ACCOUNT STATUS

	AS OF 10/31/87	AS OF 11/27/87
ASH	\$.68CR	\$.11CR
MA FUNDS	\$5,181.00	\$4,232.00
OTHER MONEY FUNDS		
RICED INVESTMENTS	\$123,463.00	\$126,223.00
RICED PORTFOLIO.....	\$128,644.68CR	\$130,455.11CR
BORROWING POWER		
AUTHORIZATION LIMIT....	\$5,181.00	\$4,231.00

YOUR INVESTMENT INCOME

	THIS STATEMENT	YEAR TO DATE
MA FUNDS DIVIDENDS	\$28.51	\$412.46
MA FUNDS (TAX EXEMPT)		
DIVIDENDS (REPORTABLE)		
INTEREST (REPORTABLE)		
INTEREST (NOT REPORTABLE)		\$5,562.50
TOTAL INCOME.....	\$28.51	\$5,974.96

YOUR ACCOUNT ACTIVITY

BALANCE (CMA FUNDS + CASH)	AS OF 10/31/87	\$5,181.68CR
	AS OF 11/27/87	\$4,232.11CR
NET CHANGE FOR STATEMENT PERIOD.....		\$949.57DR
INVESTMENTS YOU SOLD		
TOTAL INCOME YOU RECEIVED	\$28.51	
FUNDS RECEIVED FROM YOU		
OTHER CREDITS		
TOTAL CREDITS.....	\$28.51	
INVESTMENTS YOU BOUGHT		
CMA CHECKS YOU WROTE	\$978.08	
VISA CARD TRANSACTIONS		
INTEREST CHARGED TO YOU		
FEES CHARGED TO YOU		
OTHER DEBITS		
TOTAL DEBITS.....	\$978.08	

Ken
Paid this back
put on \$50,000
Ken + Beth manathan
club

YOUR AVERAGE RATE OF RETURN FROM 10/23/87 THRU 11/19/87

CMA MONEY FUND	7.16%	FOR CURRENT RATE INFORMATION CALL 24 HOURS TOLL-FREE 1-800-CMA-EARN (1-800-262-3276)
----------------	-------	--

IF CMA FINANCIAL SERVICE ADDS ANOTHER NEW DIMENSION, CMA LIFE SERVICE! THIS FEATURE CAN LINK YOUR CMA ACCOUNT TO A
FLEXIBLE PREMIUM VARIABLE LIFE INSURANCE POLICY, PRIME PLAN. YOUR ENCLOSURE EXPLAINS THIS CONVENIENT ARRANGEMENT.

NOVEMBER 1987

We urge you to keep this statement with your investment records

Please advise your Financial Consultant immediately of any discrepancies in securities transactions or investment activity on your statement of account or if you
template changing your address. Send all correspondence relating to these matters to the office serving your account. For all other questions about your statement
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97097 (Rev 2-86)

Merrill Lynch, Pierce, Fenner & Smith Inc.
Member, Securities Investor Protection Corporation (SIPC)



CMA[®] Cash Management Account[®] Monthly Statement

ACCOUNT NO. 424-22954	TAXPAYER NO. 528-10-5838	STATEMENT PERIOD 10/31/87 TO 11/27/87	PAGE 2	F/C 9138
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RICHARD E WINWARD & MYRTLE
WINWARD TTEE UA 7-26-76 BY

YOUR INVESTMENTS						
QUANTITY	INVESTMENT DESCRIPTION	EQUITY SYMBOL	ESTIMATED CURRENT PRICE	ESTIMATED CURRENT MARKET VALUE	ESTIMATED CURRENT YIELD	ESTIMATED ANNUALIZED INCOME
<u>EQUITIES</u>						
500 15	MIDWEST RLTY&FIN INC MLH INC RLTY PARTNSH III	CASH CASH	UNAVAILABLE 1000.000	\$15,000	3.00	\$45
<u>MUNICIPAL BONDS</u>						
100000	SAINT BERNARD PARISH LA PCR TNCO OIL CO TNCO INC DEC82 11.125%DEC01 12JD	CASH	111.223	\$111,223		
TOTALS FOR PRICED INVESTMENTS.....				\$126,223		\$45
CASH.....				\$.11CR		
<u>MONEY ACCOUNTS</u>						
4232	CMA MONEY FUND	CASH	1.000	\$4,232		
PRICED PORTFOLIO.....				\$130,455.11CR		

DETAILS OF YOUR MONEY FUNDS							
FUND NAME	OPENING BALANCE	CLOSING BALANCE	DIVIDENDS / THIS PERIOD	INTEREST YEAR-TO-DATE	AVERAGE BALANCE	NO.OF DAYS	RATE OF RETURN
CMA MONEY FUNDS							
CMA MONEY FUND	\$5,181.00	\$4,232.00	\$28.51	\$412.46	\$5,190.29	28	7.16%

NOVEMBER 1987

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Please advise your Financial Consultant immediately of any discrepancies in securities transactions or investment activity on your statement of account or if you contemplate changing your address. Send all correspondence relating to these matters to the office serving your account. For all other questions about your statement or direct inquiries by telephone to 1 800 CMA INFO (1 800 262 4636) or in writing to Merrill Lynch CMA Operations, New Brunswick, NJ 08989 0566. When making inquiries, please give your account number. See back of page for definitions of key terms and for balancing instructions.

ode 7097 (Rev 2-86)

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424-22954	528-10-5838	10/31/87 TO 11/27/87	3	9138

RICHARD E WINWARD & MYRTLE
WINWARD TTEE UA 7-26-76 BY

SPECIAL MONTHLY AND YEAR TO DATE INFORMATION

DESCRIPTION	THIS STATEMENT	YEAR TO DATE
INTEREST (NOT REPORTABLE)	\$.00	\$5,562.50CR
MUNICIPAL INTEREST	\$.00	\$5,562.50CR

YOUR DAILY ACCOUNT ACTIVITY

DATE	TRANSACTION	QUANTITY	DESCRIPTION	PRICE	DEBIT	CREDIT	CASH BALANCE	CMA FUNDS ISA BALANCE
10/30	.....OPENING BALANCE.....					\$.68	\$.68CR	5,181
10/19	CHECK #0152		UNITED SAVINGS AND LOAN		\$978.08			
10/19	SOLD	978	CMA MONEY FUND			\$978.00	\$.60CR	4,203
10/20	SHARE DIVIDEND	28	CMA MONEY FUND					
10/20	CASH DIVIDEND		CMA MONEY FUND FROM 10-23 THRU 11-19			\$.51	\$1.11CR	4,231
10/23	BOUGHT	1	CMA MONEY FUND		\$1.00		\$.11CR	4,232
10/27CLOSING BALANCE.....						\$.11CR	4,232

NOVEMBER 1987

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7097 (Rev 2-86)

Merrill Lynch, Pierce, Fenner & Smith Inc.
Member, Securities Investor Protection Corporation (SIPC)

SECURITY AGREEMENT
(Equipment, Consumer Goods and Fixtures, But Not Motor Vehicles)

On this 31st day of August, 19 87, Beth Winward
Debtor, hereby agrees with and grants to Tom Hatsis and Duke Hatsis, "Secured Party," a security interest in the following property:

See Exhibit "A" attached hereto

and all additions and accessions thereto, herein collectively called the "Collateral," to secure all Debtor's present and future debts, obligations and liabilities of what
ever nature to Secured Party (the "Obligations"), including the Business Purchase Agreement, note executed by Debtor to Secured Party in the amount of \$ 100,000.00 and Debtor's
obligations hereunder.

A. WARRANTIES

Debtor warrants:

1. USE — The Collateral is used or bought for use primarily for (check one): ☐ personal, family or household purposes. ☒ business. ☐ farming operations
2. PURCHASE MONEY — If checked here ☒, the Collateral is being acquired by Debtor with the proceeds of a loan from Secured Party, which proceeds will be used for no other purpose and Secured Party may disburse such proceeds directly to the seller of the Collateral.
3. LOCATION OF COLLATERAL — The Collateral will be kept within the State of Utah at the address below Debtor's signature (or, if not, at Salt Lake County, Utah) and will not be removed therefrom without prior written consent of Secured Party
4. MOBILE EQUIPMENT — If any Collateral is equipment normally used in business or farming operations in more than one state, Debtor's chief place of business is at the address below Debtor's signature (or, if not, at _____). Debtor immediately give written notice to Secured Party of any change in such chief place of business.
5. FIXTURES — The Collateral is not attached or to be attached to real estate unless checked here ☒. (Balance applicable only if box checked.) If the Collateral is or will become a fixture to real estate, the legal description of such real estate is: 5 East 400 South, Salt Lake City, Utah and the name of the record owner of such real estate is: Christopulos Enterprises and Debtor will furnish Secured Party with disclaimers signed by all parties having interests in the real estate which are prior to the interest of Secured Party in the Collateral.
6. OWNERSHIP — Debtor has clear title to the Collateral free of all encumbrances and security interests other than this Agreement.

B. PERSONS BOUND

Each person signing this Agreement, other than the Secured Party, is a Debtor and all obligations of all Debtors are joint and several.

C. OTHER PROVISIONS

THIS AGREEMENT INCLUDES ALL THE PROVISIONS ON THE REVERSE SIDE.

Secured Party: Tom Hatsis and Duke Hatsis

Debtor: Beth Winward

By: Duke Hatsis

Address: 5 East 400 South, Salt Lake City, UT 8

Address: P. O. Box 44, Salt Lake City, Ut 84111

Debtor: _____

Address: _____

Tab 3



First Security Bank of Utah, N.A.

Receipt

Currently Giving 110%

Thank you for your business.

The date, time, number, type, and amount of your transaction are shown below.

12/05/99 10:06:29 AT 0034 1407
000 DEPOSIT 4042-00110-20 *****0000.00

12/05/99 10:06:29



Merrill Lynch Cash Management Account[®]

RICHARD E. WINWARD-TTEE
MYRTLE WINWARD-TTEE

3875 N 491 E.
OGDEN, UT 84404

236

Pay to the
order of

Club Mountain
Gene Hausman and Myrtle

12/15/1978 $\frac{25.80}{440}$
\$ *5000.00*

Dollars

BANK ONE



BANK ONE OF COLUMBUS NA
Columbus Ohio 43271

Memo

Expense only

R. E. Winward

⑆044000804⑆ 3014144755⑈ 0236

Club Expenses

\$⁵5000⁰⁰

Date of Loan → Dec. 5th 1990

Key Winward

after date, for value received, I/we, jointly and severally, promise
to pay to (Cluck Payroll) (Lienree) or order

Pay Back By the mo

(3-Bannered Checks)

DOLLARS

with interest payable at the rate of 9% per cent per annum from Dec 5th To June 5 19

until paid, both before and after judgment. And hereby agree, that in case this note after maturity, is referred to an attorney, either with or without suit, to pay a reasonable attorney's fee. The holder shall have the right to declare this note due for default in payment of interest.

No. Due

Tab 4

$$\begin{array}{r} 56,079.77 \\ 25,000.00 \\ 1,500.00 \\ \hline 82,579.77 \end{array}$$

105.80	Utah Dept Employment Security
1,750.00	Legisive Licence
1,603.10	Utah State Tax —
<u>3,458.90</u>	

46,037.42
6,583.45
<u>3,458.90</u>
56,079.77

\$ 25,000.00 Kent Banquet Attorneys
 1,500.00 Kent Banquet - Inventory

\$ 35,000.00 more to pay

\$ 45.00	Remarkable Letter
100.00	Private Eye Newspaper
182.75	Gardner Dusterbury
129.70	Electrical Signs System
134.83	Accap Co -
285.00	Broadcast Music
256.00	Mountain East Records -
926.32	Utah Department of Employment.
277.90	Quality Linen & Towel Co -
275.95	Uniforms for you
397.00	Kew Winwood ^{First See} ^{Band} ^{V R Business} ^{Brokers}
<u>6,583.45</u>	

$$\begin{array}{r}
 45.00x \\
 100.00x \\
 \hline
 145.00\checkmark \\
 182.75x \\
 \hline
 327.75 \\
 129.75x \\
 \hline
 456.75 \\
 134.83x \\
 \hline
 602.28 \\
 285.00 \\
 \hline
 887.28 \\
 256.00 \\
 \hline
 1143.38 \\
 926.32 \\
 \hline
 2069.60 \\
 277.90 \\
 \hline
 2347.50 \\
 275.95 \\
 \hline
 2623.45 \\
 2623.00 \\
 \hline
 3970.45 \\
 319.3 \\
 \hline
 659.3
 \end{array}$$

500.00+
800.00+
265.10+
645.35+
1,365.46+
20,876.64+
105.80+
24,558.35T

0.00T

1,080.00+
1,200.00+
726.89+
3,200.00+
4,315.06+
45.00+
100.00+
182.75+
129.70+
134.83+
285.00+
250.00+
926.32+
277.90+
275.95+
3,970.00+
630.00+
2,330.00+
555.97+
20,615.37T

0.00T

1,750.00+
1,603.10+
3,353.10T

0.00T

24,558.35+
20,615.37+
3,353.10+
48,526.82T

0.00T

0.00T

60,000.00+
10,526.82-

\$ 500.00 Cashier check - IRS.
 630.00 Art Summers - ins -
 2,330.00 Utah Power & Light
 555.97 Pay Roll - Manhattan

 4,015.97

265.10 U.S. West
 645.35 Salt Lake City County
 1,365.46 Belk's House

 2,275.91

1,080.00 Utah State Tax Comm.
 1,200.00 Restaurant Store Equip -
 1,726.89 Earl Kingston Restaurant Equip
 3,200.00 Wardley Corp
 4,315.06 Joe Ballrooms

 10,521.95

20,876.64 Internal Revenue
 8,346.95 Ken - for Paul & Mrs.
 + Whitehead -

 29,223.59 for money shop put in
 Manhattan -

Total - 46,037.42

RICHARD WINWARD 12-88
MYRTLE WINWARD
3875 NORTH 491 EAST 782-7141
OGDEN, UTAH 84414

acc # 10885-104-910-82112
210

May 21st 1991

97-7051
3243 44

PAY TO THE
ORDER OF

Chase Manhattan Bank

\$ 1365

Thirteen Hundred Sixty Five and 46/100

DOLLARS



UNITED SAVINGS BANK

Main Office
4185 Harrison Blvd
Ogden, UT 84403

A MEMBER OF THE 1ST NATIONWIDE NETWORK

FOR

Richard Winward
B. Winward

R. Winward

⑆324370513⑆0100033885⑆ 0240

**Chase Manhattan Financial Services, Inc.
Chase Manhattan Personal Financial Services
Credit Division**

Colorado Center — Tower I
2000 South Colorado Boulevard
Suite 8000
Denver, Colorado 80222



CHASE

December 5, 1990

U. S. CERTIFIED MAIL

Kenneth E. Winward
and Beth O. Winward
2585 E. Bonneville Terrace Drive
Ogden, Utah 84403

Re: Loan Number: 885-10491-002-112
Type of Transaction: 2nd Mortgage
Last Date for Payment: December 14, 1990
Amount Now Due: \$1,365.46

Dear Kenneth E. Winward and Beth O. Winward,

You are late in making your payment. If you pay the AMOUNT NOW DUE (\$1,365.46) by the LAST DATE FOR PAYMENT (December 14, 1990), you may continue with this account as though you were not late. If you do not pay by this date, we may exercise our rights under the law.

If you are late again in making your payments, we may exercise our rights without sending you another notice like this one. If you have questions, please write or telephone us immediately.

Sincerely,

Christopher K. Peterson
Collection Specialist
(800) 525-8503

CPRTC

West One Bank Utah
107 South Main Street
Salt Lake City, Utah 84111
801 534 6070



May 7, 1991

Richard E. Winward
3875 North 491 East
North Ogden, Utah 84414

Re: Account No. 8409903-9001
8409903-9002
Borrower - Richard E. Winward

Dear Mr. Winward:

The records of the above-named accounts have been referred to this office for my assistance in the collection of the amounts due and owing thereon.

The records on Account No. 8409903-9001 indicate that you are in default in repaying the principal and interest payment due March 8, 1991, together with all principal and interest payments due thereafter. As of May 7, 1991, the total amount of delinquent payments and late fees due and owing was \$3,357.15. You are hereby notified that West One Bank, Utah elects to declare the entire unpaid principal balance, together with interest, immediately fully due and payable. As of May 7, 1991, there was due and owing an amount of \$131,650.18, with a per diem of \$34.82 accruing thereafter.

In addition, the records on Account No. 8409903-9002 indicate that you are in default in repaying the principal and interest payment due March 8, 1991, together with all principal and interest payments due thereafter. As of May 7, 1991, the total amount of delinquent payments and late fees due and owing was \$1,818.80. You are hereby notified that West One Bank, Utah elects to declare the entire unpaid principal balance together with interest, immediately fully due and payable. As of May 7, 1991, there was due and owing an amount of \$106,936.09, with a per diem of \$27.90 accruing thereafter.

Demand is hereby made upon you for payment of the total sum of \$238,586.27 within seven (7) days from the date of this letter. If payment in full in cash or cashier's check is not received within this time, I may have no alternative but to commence legal action. Such action may be initiated without additional or further notice to you.

It may be to your advantage to pay this amount now in order to avoid the added expense of attorney's fees and court costs.

Please govern your actions accordingly.


Very truly yours,

Geri A. Allison

Geri A. Allison
Vice President & General Counsel
WEST ONE BANK, UTAH


GAA/cp

cc: Paul C. Hess
Don Luethe

 **Merrill Lynch Cash Management Account®**
RICHARD E. WINWARD-TTEE
MYRTLE WINWARD-TTEE
3875 N. 401 E.
OGDEN, UT 84404

243

pay to the order of West One Bank *May 10th 19 91* ²⁵⁻⁸⁰ ₄₄₀
Thirty Three Hundred and Ninety Six ⁹⁵/₁₀₀ **Dollars**

BANK ONE. 
BANK ONE OF COLUMBUS NA
Columbus, Ohio 43211

Memo *Building Payments* *R. Winward*

⑆044000804⑆ ⑆019144755⑆ 0243



Merrill Lynch Cash Management Account[®]

RICHARD E. WINWARD-TTEE

MYRTLE WINWARD-TTEE

3875 N. 491 E.

OGDEN, UT 84404

244

Pay to the
or

Ben Winward
Five Thousand and no/100

May 10 19 *91*

²⁵⁻⁸⁰
440

\$ *5000* ⁰⁰
Dollars

BANK ONE. 

BANK ONE OF COLUMBUS NA
Columbus, Ohio 43271

Memo

Whitehead Bill *Reimbursement*

⑆044000804⑆ 3019144755⑈ 0244

© HARLAND 1988

RICHARD WINWARD 12-88
MYRTLE WINWARD
3875 NORTH 491 EAST 782-7141
OGDEN, UTAH 84414

241

May 28th 19 91

97-7051
3243

PAY TO THE
ORDER OF

Internal Revenue Service \$20,876.64

Twenty Thousand Eight Hundred Seventy Six and 64/100 DOLLARS



UNITED SAVINGS BANK
Main Office
4185 Harrison Blvd.
Ogden, UT 84403
A MEMBER OF THE 1ST NATIONWIDE NETWORK

FOR

Beth Winward Myra Winward Richard Winward

⑆324370513⑆0100033885⑆ 0241

CARL E. KINGSTON (#1826)
Attorney for Plaintiff
53 West Angelo Avenue
P. O. Box 15809
Salt Lake City, Utah 84115
Phone: 486-1458

3995104

CIRCUIT COURT, STATE OF UTAH, SALT LAKE COUNTY,
MURRAY DEPARTMENT

STANDARD RESTAURANT
EQUIPMENT COMPANY,

Plaintiff,

vs.

JEROME C. GATTO, dba CLUB
MANHATTAN, and KEN WINWOOD,
dba CLUB MANHATTAN, INC.,

Defendants.

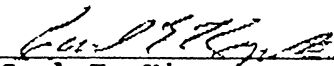
NOTICE OF DISMISSAL

Civil No. 903012016CV

Judge Griffiths

The above entitled action, having been fully settled,
pursuant to paragraph 5 of the Stipulation between the parties
hereto fore filed, is hereby dismissed, with prejudice.

Dated this 24 day of May, 1991.


Carl E. Kingston
Attorney for Plaintiff

CERTIFICATE

I hereby certify that I mailed a copy of the foregoing
Notice of Dismissal to Steven M. Kaufman, Attorney for Defendant
Winwood, 205 26th Street, Suite 34, Bamberger Square Building,
Ogden, Utah 84401, this 24 day of May, 1991, postage prepaid.


Carl E. Kingston



BILL DATE: APR 19, 1991
ACCOUNT NUMBER: 801-532-5789-043B

CLUB MANHATTAN
5 E 400 SOUTH
SALT LAKE CITY UT 84111-2703

CURRENT CHARGES	\$138.31
DUE MAY 09	
BALANCE	\$126.79
TOTAL AMOUNT DUE	\$265.10

41 06801532578900433 1205050991 0001267905 0002651008

PAY U S WEST COMMUNICATIONS
TOTAL DUE



Detach here and return this part

RICHARD WINWARD 12-88
MYRTLE WINWARD
3875 NORTH 491 EAST 782-7141
OGDEN, UTAH 84414

236

May 17th 19 91

97-7051
3243

PAY TO THE ORDER OF US West Communications \$ 265.10

Two Hundred Sixty Five and 10/100 DOLLARS

UNITED SAVINGS BANK
Main Office
4185 Harrison Blvd
Ogden, UT 84403
A MEMBER OF THE 1ST NATIONAL NETWORK

FOR Manhattan Club Richard Winward

⑆ 3 243 705 1310 100033885 ⑈ 0236

USWEST COMMUNICATIONS 

BILL DATE: APR 19, 1991
ACCOUNT NUMBER: 801-532-5789-043B

CLUB MANHATTAN
5 E 400 SOUTH
SALT LAKE CITY UT 84111-2703


CURRENT CHARGES	\$138.31
DUE MAY 09	
BALANCE	\$126.79
TOTAL AMOUNT DUE	\$265.10

41 06801532578900433 1205050991 0001267905 0002651008

PAY U S WEST COMMUNICATIONS
TOTAL DUE

Detach here and return this part



RICHARD WINWARD 12-88 MYRTLE WINWARD 3875 NORTH 491 EAST 782-7141 OGDEN, UTAH 84414		236
May 17 th 19 91		97 7051 3243
PAY TO THE ORDER OF	US West Communications	\$ 265.10
Two Hundred and Sixty Five and 10/100		DOLLARS
	UNITED SAVINGS BANK Main Office 4185 Harrison Blvd Ogden UT 84403 A MEMBER OF THE 1ST NATIONWIDE NETWORK	
FOR	Manhattan Club	Richard Winward
⑆324370513⑆0100033885⑆ 0236		

us west Comm. CR 236
Paid In full May 17th 1991

RICHARD WINWARD 12-88
MYRTLE WINWARD
3875 NORTH 491 EAST 782-7141
OGDEN, UTAH 84414

236

May 17th 1991

97 7051
3243

PAY TO THE
ORDER OF

U S West Communications

\$ 265¹⁰/₁₀₀

Two Hundred and Sixty Five and 10/100

DOLLARS



UNITED SAVINGS BANK
Main Office
4185 Harrison Blvd
Ogden UT 84403
A MEMBER OF THE 1ST NATIONWIDE NETWORK

Priscilla

FOR

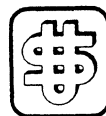
Manhattan Club

Richard Winward

⑆324370513⑆0100033885⑆ 0236

⑆0000026510⑆

© HARLAND 1988



**UNITED
SAVINGS**

4185 HARRISON BOULEVARD • OGDEN, UTAH 84403

ISSUING BRANCH HARRISON

CASHIER'S CHECK

97 7051/3243

UNITED SAVINGS BANK

OGDEN UTAH
84403

No. 27491

PAY

EXACTLY 1750.00

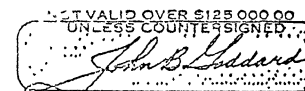
DATE 06/12/1991

\$ *****1,750.00

TO THE
ORDER OF

UTAH ALCOHOLIC BEVERAGE CONTROL SERVICE

REMITTER MANHATTAN CLUB LIQUOR LICENSE



⑈0027491⑈ ⑆324370513⑆0100054774⑈

AUTHORIZED SIGNATURE

Utah alcoholic Beverage Service

paid 1750.00 6/12/1991

SALT LAKE COUNTY ASSESSOR
PERSONAL PROPERTY TAX DIVISION
2001 SOUTH STATE STREET #2300
SALT LAKE CITY, UT 84190-1300

PERSONAL PROPERTY TAX STATEMENT

CLUB MANHATTAN

2913 GRANT AVE
OGDEN, UT

04401

DATE APR 3 1991
ACCOUNT # 01G 000299
PROP LOC E E 400 S
PARCEL # 16-06-302-002-0000
PROP DESC BUSN
ORIG BILL DATE FEB 15, 1991
DATE DUE MAR 13, 1991

YEAR	TAXABLE VALUE	TAXES CHRGD	TOTAL INTEEST	TOTAL FINOTIALS	TOTAL PENALS	Net (00)
89	15,523	291.82	38.11	1.00	300.00	29.92
90	13,429	250.50	32.92	100.00	.00	383.42
91	12,076	230.74	1.26	.00	.00	232.00

Paul in full
5-17-91

TOTAL DUE FOR ALL YEARS

\$645.12

PERSONAL PROPERTY TAXES, INTEREST AND PENALTIES ARE ASSESSED PURSUANT TO UTAH CODES, 59-2-301, 302, 303, 304, AND 307. COLLECTION OF TAXES BY ATTACHMENT TO REAL ESTATE OR SEIZURE AND SALE ARE PROVIDED FOR IN UTAH CODES 59-2-1301, 1302, AND 1303. YOU HAVE THE RIGHT TO APPEAL YOUR PERSONAL PROPERTY TAXES BY FILING AN APPEAL WITH THE CLERK OF THE BOARD OF EQUALIZATION, SALT LAKE COUNTY AUDITOR #2200, 2001 SOUTH STATE STREET, SALT LAKE CITY, UT 84190-1100. YOUR APPEAL MUST BE FILED WITHIN 30 DAYS OF THE ORIGINAL BILLING OF THE PERSONAL PROPERTY TAXES.

IF PAYING IN PERSON, PLEASE BRING ENTIRE NOTICE. IF YOU MAIL YOUR PAYMENT, PLEASE TEAR OFF THE BOTTOM SECTION OF THIS NOTICE TO INSURE PROPER CREDIT AND MAIL TO THE ABOVE ADDRESS WITH YOUR PAYMENT.

CLUB M
2913 G
OGDEN,
YEAR TA
89 1
90 1
91 1

RICHARD WINWARD 12-88
MYRTLE WINWARD
3875 NORTH 491 EAST 782-7141
OGDEN, UTAH 84414

237

97-7051
3243

02-0000

PAY TO THE ORDER OF *Salt Lake County Assessor* \$ *645.12*

Six Hundred Forty Five and 35/100 DOLLARS

UNITED SAVINGS BANK
Main Office
4185 Harrison Blvd
Ogden UT 84403
A MEMBER OF THE 1ST NATIONWIDE NETWORK

FOR *Personal Property Tax* *Paul Winward*

4326370513101000338850 0217

BALANCE
DUE
29.92
383.42
232.00

SALT LAKE COUNTY ASSESSOR
PERSONAL PROPERTY TAX DIVISION
2001 SOUTH STATE STREET #N2300
SALT LAKE CITY, UT 84190-1300

PERSONAL PROPERTY TAX STATEMENT

CLUB MANHATTAN

2913 GRANT AVE
OGDEN, UT

84401

DATE APR 3, 1991
ACCOUNT # 01G 000699
PROP LOC 5 E 400 S
PARCEL # 16-06-302-002-0000
PROP DESC BUSN
ORIG BILL DATE FEB 15, 1991
DATE DUE MAR 13, 1991

YEAR	TAXABLE VALUE	TAXES CHARGED	TOTAL INTEREST	TOTAL PENALTIES	TOTAL CREDITS	BALANCE DUE
89	15,523	291.82	38.11	.00	300.00	29.9
90	13,429	250.50	32.92	100.00	.00	383.4
91	12,076	230.74	1.26	.00	.00	232.0

Paul M. Gull
5-17-91


TOTAL DUE FOR ALL YEARS

\$645.31

PERSONAL PROPERTY TAXES, INTEREST AND PENALTIES ARE ASSESSED PURSUANT TO UTAH CODES, 59-2-301, 302, 303, 304, AND 307. COLLECTION OF TAXES BY ATTACHMENT TO REAL ESTATE OR SEIZURE AND SALE ARE PROVIDED FOR IN UTAH CODES 59-2-1301, 1302, AND 1303. YOU HAVE THE RIGHT TO APPEAL YOUR PERSONAL PROPERTY TAXES BY FILING AN APPEAL WITH THE CLERK OF THE BOARD OF EQUALIZATION, SALT LAKE COUNTY AUDITOR #N2200, 2001 SOUTH STATE STREET, SALT LAKE CITY, UT 84190-1100. YOUR APPEAL MUST BE FILED WITHIN 30 DAYS OF THE ORIGINAL BILLING OF THE PERSONAL PROPERTY TAXES.

IF PAYING IN PERSON, PLEASE BRING ENTIRE NOTICE. IF YOU MAIL YOUR PAYMENT, PLEASE TEAR OFF THE BOTTOM SECTION OF THIS NOTICE TO INSURE PROPER CREDIT AND MAIL TO THE ABOVE ADDRESS WITH YOUR PAYMENT.

Paid May 17 1991

CLUB M	RICHARD WINWARD 12-88	237	
2913 G	MYRTLE WINWARD		
OGDEN,	3875 NORTH 491 EAST 782-7141		
	OGDEN, UTAH 84414		
YEAR	TAX		
89	1		
90	1		
91	1		
PAY TO THE ORDER OF <i>Salt Lake County Assessor</i>		\$ <i>645.31</i>	BALANCE DUE
<i>Six Hundred Forty Five and 35/100</i>		DOLLARS	
 UNITED SAVINGS BANK Main Office 4185 Harrison Blvd. Ogden UT 84403 A MEMBER OF THE 1ST NATIONAL NETWORK			
FOR <i>Personal Property Tax</i>		<i>Richard Winward</i>	
⑆324370513⑆0100033885⑆		0237	

SALT LAKE COUNTY ASSESSOR
PERSONAL PROPERTY TAX DIVISION
2001 SOUTH STATE STREET #N2300
SALT LAKE CITY, UT 84190-1300

PERSONAL PROPERTY TAX STATEMENT

CLUB MANHATTAN

2913 GRANT AVE
OGDEN, UT

84401

DATE: APR 3, 1991
ACCOUNT #: 01G 000699
PROP LOC: 5 E 400 S
PARCEL #: 16-06-302-002-0000
PROP DESC: BUSN
ORIG BILL DATE: FEB 15, 1991
DATE DUE: MAR 18, 1991

YEAR	TAXABLE VALUE	TAXES CHARGED	TOTAL INTEREST	TOTAL PENALTIES	TOTAL CREDITS	BALANCE DUE
89	15,523	291.82	38.11	.00	300.00	29.93
90	13,429	250.50	32.92	100.00	.00	383.42
91	12,076	230.74	1.26	.00	.00	232.00

TOTAL DUE FOR ALL YEARS:

\$645.35

PERSONAL PROPERTY TAXES, INTEREST AND PENALTIES ARE ASSESSED PURSUANT TO UTAH CODES, 59-2-301, 302, 303, 304, AND 307. COLLECTION OF TAXES BY ATTACHMENT TO REAL ESTATE OR SEIZURE AND SALE ARE PROVIDED FOR IN UTAH CODES 59-2-1301, 1302, AND 1303. YOU HAVE THE RIGHT TO APPEAL YOUR PERSONAL PROPERTY TAXES BY FILING AN APPEAL WITH THE CLERK OF THE BOARD OF EQUALIZATION, SALT LAKE COUNTY AUDITOR #N2200, 2001 SOUTH STATE STREET, SALT LAKE CITY, UT 84190-1100. YOUR APPEAL MUST BE FILED WITHIN 30 DAYS OF THE ORIGINAL BILLING OF THE PERSONAL PROPERTY TAXES.

IF PAYING IN PERSON, PLEASE BRING ENTIRE NOTICE. IF YOU MAIL YOUR PAYMENT, PLEASE TEAR OFF THE BOTTOM SECTION OF THIS NOTICE TO INSURE PROPER CREDIT AND MAIL TO THE ABOVE ADDRESS WITH YOUR PAYMENT.

CLUB MANHATTAN

2913 GRANT AVE
OGDEN, UT

84401

DATE: APR 3, 1991
ACCOUNT #: 01G 000699
PROP LOC: 5 E 400 S
PARCEL #: 16-06-302-002-0000

YEAR	TAXABLE VALUE	TAXES CHARGED	TOTAL INTEREST	TOTAL PENALTIES	TOTAL CREDITS	BALANCE DUE
89	15,523	291.82	38.11	.00	300.00	29.93
90	13,429	250.50	32.92	100.00	.00	383.42
91	12,076	230.74	1.26	.00	.00	232.00

RICHARD WINWARD 12-88
MYRTLE WINWARD
3875 NORTH 491 EAST 782-7141
OGDEN, UTAH 84414

237

May 17 19 91

97 7051
3243

PAY TO THE
ORDER OF

Salt Lake City County assessor

\$ 645 35

Seventy Four Hundred Forty Five and 35/100

DOLLARS



UNITED SAVINGS BANK

Main Office
4185 Harrison Blvd
Ogden UT 84403

A MEMBER OF THE 1ST NATIONWIDE NETWORK

FOR

Personal Property Tax

R. Winward

⑆324370513⑆0100033885⑈ 0237 ⑈0000064535⑈

© HARLAND 1988


MYRTLE WINWARD OR RICHARD E. WINWARD 04-86
 OR GERI GOODLIFFE
 3875 NORTH 491 EAST 782-7141
 NORTH OGDEN, UTAH 84414

107
 97-7051/3243

June 7th 1991

Pay to the Order of Reinertable Rooter \$ 45⁰⁰

Forty Five and 00/100 Dollars



UNITED SAVINGS BANK
 Main Office
 4185 Harrison Blvd
 Ogden, UT 84403

For Cash Winward Richard E.

> ⑆324370513⑆8801005458⑈ 0107

CK # 116 Quality Linen
 All 11 Checks But Two CK # 118 Just See B
 (\$3970.00)

MARLAND T16 2

MYRTLE WINWARD OR RICHARD E. WINWARD 04-86
OR GERI GOODLIFFE
3875 NORTH 491 EAST 782-7141
NORTH OGDEN, UTAH 84414

108

97-7051/3243

June 3rd 1991
Pay to the Order of Private Eye Newspaper \$100.00
One Hundred and 00/100 Dollars



UNITED SAVINGS BANK
Main Office
4185 Harrison Blvd
Ogden, UT 84403

For In Full R. E. Winward

> 1 3 2 4 3 7 0 5 1 3 : 8 8 0 1 0 0 5 4 5 8 1 1 0 1 0 8

MYRTLE WINWARD OR RICHARD E. WINWARD JR
OR GERRI GOODLIFFE
3875 NORTH 491 EAST 782-7141
NORTH OGDEN, UTAH 84414

100
97-7051/3243

June 3 1991

Pay to the
Order of Carmon Christensen \$ 182 ⁷⁵
One Hundred Eighty Two and 75/100 Dollars



UNITED SAVINGS BANK
Main Office
4185 Harrison Blvd
Ogden, UT 84403

For Karl L. Full Reimbursement

> ⑆ 324370513⑆8801005458⑈ 0109

MYRTLE WINWARD OR RICHARD E. WINWARD 04-86
OR GERI GOODLIFFE
3875 NORTH 491 EAST 782-7141
NORTH OGDEN, UTAH 84414

111

97 7051/3243

HARLAND 716 2

Pay to the Order of *Asst* *June 3 1991* \$ *134* ~~*83*~~
One Hundred Thirty Four and 83/100 Dollars



UNITED SAVINGS BANK
Main Office
4185 Harrison Blvd.
Ogden, UT 84403

For *Richard E. Winward*
⑆324370513⑆8801005458⑈0111

MYRTLE WINWARD OR RICHARD E. WINWARD 04-86
OR GERI GOODLIFFE
3875 NORTH 491 EAST 782 7141
NORTH OGDEN, UTAH 84414

110
97-1051/3243

June 3 1999

Pay to the Order of Electrical Sign Systems \$129.70

One Hundred Twenty Nine and 70/100 Dollars

UNITED SAVINGS BANK
Main Office
4185 Harrison Blvd
Ogden, UT 84403

For Cash In full R. E. Winward

⑆324370513⑆8801005458⑆0110

MYRTLE WINWARD OR RICHARD E. WINWARD 04-86
OR GERI GOODLIFFE
3875 NORTH 491 EAST 782-7141
NORTH OGDEN, UTAH 84414

115

97-7051/3243

6/3 1981

Pay to the order of Utah Dept of Employment Sec 926 32
Nine hundred and Twenty Six and 32/100 Dollars



UNITED SAVINGS BANK
Main Office
185 Harrison Blvd
Ogden, UT 84403

For Cash In full R. E. Winward

⑆324370513⑆8801005458⑆0115

MYRTLE WINWARD OR RICHARD E. WINWARD
OR GERI GOODLIFFE

04-86

114

97 7051/3243

3875 NORTH 491 EAST 782-7141
NORTH OGDEN, UTAH 84414

6/3 1991

Pay to the Order of Inter Mountain Cash Register \$ 250.00
Two Hundred Fifty and no/100 Dollars



UNITED SAVINGS BANK

Main Office
4185 Harrison Blvd
Ogden, UT 84403

Richard E. Winward

⑆ 3 243 705 13 880 10054 58 ⑈ 0114

MYRTLE WINWARD OR RICHARD E. WINWARD 04-86
OR GERI GOODLIFFE
3875 NORTH 491 EAST 782-7141
NORTH OGDEN, UTAH 84414

113

97-7051/3243

6/3 1991

Pay to the
Order of Broadcast music \$ 285.00
Two Hundred Eighty Five and 00/100 Dollars



UNITED SAVINGS BANK
Main Office
1435 Harrison Blvd
Ogden, UT 84403

For Paid In Full R. E. Winward

> ⑆ 324370513⑆ 8801005458 ⑈ 0113

MARLAND T15 2

MYRTLE WINWARD OR RICHARD E. WINWARD 04-86
OR GERI GOODLIFFE
3875 NORTH 491 EAST 782-7141
NORTH OGDEN, UTAH 84414

117

97-7051/3243

6/3 1991

Pay to the
Order of *Uniforms for you* \$ *275*⁹⁵
Two Hundred Twenty Five and 95/100 Dollars



UNITED SAVINGS BANK

Main Office
4185 Harrison Blvd.
Ogden, UT 84403

For *Receipt In Full* *R. E. Winward*

> ⑆ 324370513⑆ 8801005458 ⑈ 0117

HARLAND TTB 2



Norman H. Bangerter
Governor

Floyd G. Astin
Administrator

State of Utah

DEPARTMENT OF EMPLOYMENT SECURITY
of the Industrial Commission of Utah

1234 South Main Street • P.O. Box 11800
Salt Lake City, Utah 84147-0800
(801) 533-2231

June 7, 1991

4-078929-0
Manhattan Club

Richard E. Winward
3875 North 491 East
North Ogden, Utah 84414

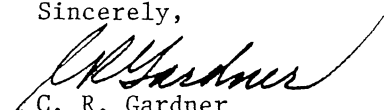
Dear Mr. Winward:

Thank you for your check #115 for \$926.32 in payment of monies owed by the Manhattan Club. I tried to reach you by telephone at 782-7141 and 399-5100 but was unable to make contact with you.

The \$100.00 deduction you took was for penalties accrued for the 2nd - 3rd and 4th quarters of 1990, and the 1st quarter of 1991, (four quarters @ \$25.00 each). We have waived that penalty for you thus causing a double deduction or \$200.00. Your balance due is \$105.80, \$100.00 for $\frac{1}{2}$ of the double deduction and \$5.80 interest to June 3, 1991. Please use the enclosed envelope for your remittance of \$105.80 to clear your account thru the 1st quarter of 1991.

If you have any questions regarding this matter, please feel free to call at any time. Thank you for your prompt remittance of the balance due.

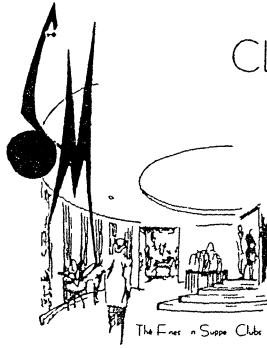
Sincerely,


C. R. Gardner
Collection Dept.

CK # 115 \$926.32 Paid 6/3/91
Short \$105.80 Paid 6/12/91
 \$1032.12 In Full

Let's Paid

Tab 5



CLUB MANHATTAN • NUMBER 5 EAST 400 SOUTH • SALT LAKE CITY UTAH 84111

Utah State Tax Comm.

Total Gross Wages for 1990

\$74,260.80

Total Gross Wages for 1991

1st Quarter - \$9,854.78

2nd Quarter - \$1,479.08

	UTAH	GROSS	FICA	FED
1.	- 0 -			
2.	448.94	20,630.30	1589.50	1,149.55
3.	528.99	24,280.00	1857.42	1353.9
4.	625.17	29,350.00	2245.28	1600.1
	<u>1603.10</u>	<u>74,260.80</u>	<u>5692.20</u>	<u>4103.71</u>

* Ut
* ~~Print~~ June 12, 1991 1603.10 *



Tab 6

Truman's
Articles

(31 000 00)

Abstract
United Paymen
for Return of Glass Manufacture

Pat Dec 35.000 by Quaker

Unit # 9019036340

61 05/21/91 REG.
FOM 8901005458
TC 0100038885

5551199

01-003A 1574300
MORTGAGE
OGDEN, UT
324370513

34,493.17 BAL
30,000.00 CR
30,000.00
DD TR DD-DD

21 MAY 91

14327 052191 01 001 0000000100033885
UNITED SAVINGS/WESTERN MORTGAGE OGDEN, UT. 84409>324370513

**UNITED SAVINGS****TRANSFER OF FUNDS**DATE 5-21-91☐ TELEPHONEBRANCH Harrison☐ OTHER

(TELLER STAMP)

FROM		TO		AMOUNT
TYPE ACCT	ACCT NO	TYPE ACCT	ACCT NO	
DDA	8801005458	DDA	010033885	30,000.00
CUSTOMER COPY				APPROVED BY

Richard Winward
Myrtle Winward

CUSTOMER SIGNATURE

**UNITED SAVINGS****TRANSFER OF FUNDS**DATE 5-21-91☐ TELEPHONEBRANCH Harrison☐ OTHER

UNITED SAVINGS BANK

TELLER
(TELLER STAMP)
H-03

FROM		TO		AMOUNT
TYPE ACCT	ACCT NO	TYPE ACCT	ACCT NO	
DDA	8801005458	DDA	010033885	30,000.00
DEBIT				APPROVED BY

TO Richard Winward
Myrtle Winward

CUSTOMER SIGNATURE

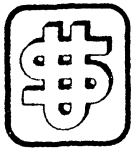
DDA TO
TELE 062
IN PER 065
SAVINGS TO
TELE 174
IN PER 175

DEBIT TC

065

⑆324370513⑆ 8801005458⑈

065 ⑈0003000000⑈



UNITED SAVINGS BANK

4185 Harrison Boulevard
Ogden, Utah 84403
626-2200

June 14, 1991

Deputy Keith L. Buckner
Metropolitan Hall of Justice
437 South 200 East
Salt Lake City, UT 84111

RE: Prejudgment Writ of Attachment, KENT BANGERTER, ARROWHEAD
CAPITAL CORPORATION, a Utah Corporation, Plaintiff vs. BETH
WINWARD, KEN WINWARD, RICHARD WINWARD, MANHATTAN CLUB, a Utah
Corporation aka CLUB MANHATTAN, INC., Defendants.

Dear Deputy Buckner:

As per the Writ of Attachment received on June 12, 1991, we are
holding funds in the following accounts:

<u>Acct Number</u>	<u>Amount</u>	<u>Ownership</u>	<u>Names</u>
8801005458	\$20,559.07	Joint Tenants	Myrtle Winward Richard E. Winward Geri Goodliffe
100033885	8,098.24	Joint Tenants	Richard Winward Myrtle Winward
111135166	10,398.90	Rev. Trust	Richard Winward Trustee for Myrtle Winward

Total Hold \$39,056.21

If you have any questions, please feel free to contact me.

Sincerely,

Paula Spendlove
Savings Operations

PS/me

cc: Richard Winward
3875 North 491 East
Ogden, UT 84404



Offer to Purchase Club Manhattan

*5 East 400 South Salt Lake City, Utah 84111
(a non-profit corporation)

Purchase Price: One Hundred Sixty Two Thousand Five Hundred(\$162,500.00)

Terms: Down Payment to be Sixty Thousand Dollars (\$60,000.00) payable as follows : Five Thousand Dollars due upon final review and written approval of all documents requested by Buyer that pertain to the operation of the club for the past two(2) years of which some of them are a complete list of equipment, fixtures, furnishings, inventory, etc. ,lease agreements, income tax returns, bank statements, balance sheet,etc.

Fifty Five Thousand due at closing which shall be the day that the Utah State Liquor Control Commission issues the new Private Club License to Buyer, or before, as Seller and Buyer agree with on attached addendum.

Balance of One Hundred Two Thousand Five Hundred Dollars(\$102,500.00)due as follows:

Due Dates: July 1, 1992 Twenty Seven Thousand Five Hundred Dollars (\$27,500.00) due.

July 1, 1993 Twenty Five Thousand Dollars (\$25,000.00) due.

July 1, 1994 " " " " (\$25,000.00) due.

Final Payment July 1, 1995 " " " " (\$25,000.00) due.

Buyer agrees to pay interest of 2% annually and after first year the payments are to be made semi-annually.

Possession Date: Upon review and signing of all final documents approved by Seller and Buyer and receipt of additional Fifty Five Thousand Dollars (\$55,000.00) by Seller, this to be completed on or before May 1, 1991.

Additional Agreement: Buyer to apply for new Private Club License on or before April 10, 1991. Upon the signing of this document by both parties this grants the exclusive Right to Buy to the Buyer and/or assigns, under the terms stated, for a period of sixty days from the date of signing.

Seller: *Ken Winward* 4-1-91 Buyer: *Arrowhead Capital Corp.* 4/1/91
Ken Winward Date Arrowhead Capital Corp. Date

Seller: *Beth O. Winward* 4-1-91 By *Kent Bangerter* 4/1/91
Beth Winward Date By Kent Bangerter Date

56,079.77

25,000.00

1,500.00

82,579.77

105.80	Utah Dept Employment Security
1,750.00	Legion Finance
1,603.10	Utah State Tax —
<u>3,458.90</u>	

46,037.42
6,583.45
<u>3,458.90</u>
56,079.77

\$ 25,000.00 Kent Bancroft Attorney
 1,500.00 Kent Bancroft - Inventory

\$ 35,000.00 more to pay



Five Points Office
Key Bank of Utah

CASHIER'S CHECK

Ogden, UT 84404

No 21012480

31 73
1240

NOTICE TO CUSTOMERS

The purchase of an indemnity bond from your insurance company may be required before this check will be replaced or refunded if it is lost, misplaced or stolen

DATE JUNE 14, 19 91 OFFICE FIVE-POINTS

PAY
TO THE ORDER OF ****JARDINE, LINEBAUGH, BROWN & DUNN****

\$ **25,000.00*****

****TWENTY FIVE THOUSAND & NO/100***** DOLLARS

The sum of 25,000 and 00/100

INTERNAL PAYMENT FOR RETURN OF CLUB MANHATTAN
BALANCE DUE \$35,000.00 AS OF JULY 15, 1991
CMTL # 901903624 CN
FROM RICHARD E. WINWARD

[Signature]
AUTHORIZED SIGNATURE

COUNTER SIGNATURE REQUIRED FOR \$35 000 00 AND OVER

⑈21012480⑈ ⑆124000737⑆

309700186⑈

4443 019 144 755

10/92 CV

*RICHARD E WINWARD-TTEE

476500432100006
KEY BANK OF UTAH
OGDEN UT

CUSTOMER SIGNATURE

X

I hereby request the Issuer of the charge card ident filed above to pay to bearer the amount shown as TOTAL hereon. I hereby confirm that I will pay said amount w th any charges due thereon to said Issuer in accordance w th the terms of the charge card agreement governing the use of said card

CARDHOLDER IDENTIFICATION					
CARDHOLDER STREET ADDRESS 3875 N 491 E					
CITY N Ogden		STATE UT		ZIP CODE 84414	
IDENTIFICATION (GOVT ID DRIVER S LIC NO ETC) DL# 12205933					
DATE 6/14/91	AUTH NO 025315	PRINTED ID NO 7926515	TELLER 02	BRANCH 21	
CASH ADVANCE			AMOUNT ADVANCED		
MasterCard OR VISA			7926515 35000.00		

SAFE PERF U S Pat #4,403,793

CUSTOMER COPY
IMPORTANT: RETAIN THIS COPY FOR YOUR RECORDS

Tab 7

Rec'd 6/27/91
Collections
Mary Rantz

RICHARD WINWARD 12-88
MYRTLE WINWARD
3875 NORTH 491 EAST 782-7141
OGDEN, UTAH 84414

248

97 7051
3243

PAY TO THE ORDER OF Job Service

Thirteen Hundred Thirty One and 4/100 DOLLARS

UNITED SAVINGS BANK
Main Office
4185 Harrison Blvd.
Ogden, UT 84403
A MEMBER OF THE 1ST NATIONWIDE NETWORK

FOR Back Payments

132437051310100033885 0248

Utah Dept of Emp Security Date Paid
CK #115 Job Service \$926.32 6/3/91 "
CK 244 Job Service 105.80 6/12/91 "
CK #248 Job Service #1331 7/1 6/27/91 "

Tab 8

FARR, KAUFMAN, SULLIVAN,
GORMAN, JENSEN, MEDSKER, & PERKINS

ATTORNEYS AT LAW
205 360 STREET, SUITE 34
HAMBERGER SQUARE BUILDING
OGDEN, UTAH 84401

STEPHEN W. FARR
STEVEN M. KAUFMAN
KEVIN P. SULLIVAN
DORRIS A. GORMAN
RONALD W. PERKINS
G. SCOTT JENSEN
RICHARD R. MEDSKER

TELEPHONE (801) 394-5526
FACSIMILE (801) 392-4125

April 13, 1992

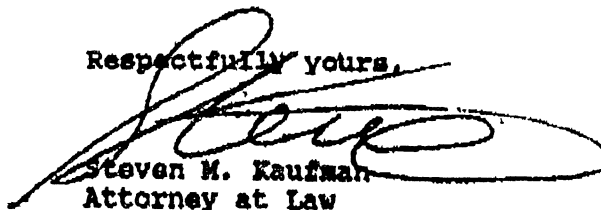
Ken Winward
2913 Grant Avenue
Ogden, Utah 84401

Re: Club Manhattan

Dear Ken:

Please find enclosed a copy of a certified letter I received from Mr. Gatto. Apparently, the probation officer, Steve Kelly, contacted Mr. Gatto after I called him and that got Mr. Gatto upset. Obviously, I said nothing unethical or questionable to the probation officer. All I asked him is whether or not probation would be involved in something like this if it was pursued, and he advised me that it was something that they were not interested in being involved in and to proceed as I deemed necessary, i.e. on a civil basis if that is what you desire. In any event, I will be out of my office until April 21, 1992, you may want to call me thereafter to discuss this before we move forward especially after I received this letter, as it was quite nasty. I was not sure whether you received a copy. Thank you. I remain,

Respectfully yours,



Steven M. Kaufman
Attorney at Law

SMK:jb
Enclosure

Jerome C. Gatto

230 East Broadway
Salt Lake City, Utah 84111



Mr. Steven M. Kaufman, Attorney at Law
Farr, Kaufman, Hamilton
Phillips, Sullivan, Gorman and Perkins
Attorneys at Law
205 26th Street Suite 34
Bamberger Square Building
Ogden, Utah 84401

April 6, 1992

Certified Mail Return Receipt Requested

COPY

Re: Club Manhattan, Kenneth Winward, Beth Winward

Dear Mr. Kaufman,

This last Friday, April 3, 1992, my Parole Officer Mr. Steven B. Kelly, stated that you called him again, concerning some purported obligations I have with the Winward Family regarding the Club Manhattan.

You and Mr. Winward continue to manufacture stories, impugn my reputation, and allege fraud. You are both now going to spend more time in the court than you can imagine. Your lies, continued extortion, in direct collusion with your clients, are at an end.

I will at least afford you the courtesy regarding some of the things that will now befall you and your clients, Mr. Ken Winward, and Ms. Beth Winward, much more than you have afforded me, with your back door tactics.

Naturally, I am not going to give you everything, now. What I now submit is enough for you to comprehend the serious nature of your actions, and that of your clients, you will have to retain your own attorney, for you are inexorably involved.

1
2
3
4
5 **1. Fraud through the Mails.**

6
7 Mr. Winward's letter to me in a Federal Institution dated July 5, 1989.
8
9

0 **2. Motion to Dismiss Bankruptcy, A FRAUD**

1 This Motion in behalf of Mr. Winward dated July 19, 1989.
2
3
4

5 **3. Fraud through the Mails to a Bureau of Prisons Official.**

6
7 Mr. Winward's letter to my Case Manager Mr. Utley, dated September 1, 1989.
8
9

0 **4. Fraud through the Mails to a Bank which is a member of the FDIC,**

1 Your letter to Mr. Hess of West One Bank dated September 13, 1989, on behalf of your clients.
2
3
4
5
6
7
8
9
0

.....

1 **5. Fraudulent Minute Order.**

2 Executed by Ken Winward, naming me General Manager of the Club Manhattan, and Credit
3 Manager of Winward Electric, Dated December 6, 1989.
4
5

6 **6. Mr. Winward's letter to Judge David K. Winder, dated March 23, 1990.**

7
8 **7. Judge Winder's letter to me of May 14, 1990, stating he never talked to Mr. Winward in**
9 **any capacity concerning me.**

0 **8. Writ of Execution upon the Club by VA Brokers, which caused irreparable damage to the**
1 **Club. Dated July 19, 1990, your client Mr. Winward acted surprised as if he did not know**
2 **anything about it. We discussed it many times prior to the incident. Ludicrous.**

3 **9. Again, I am dunned for a bill for the club I do not own : regarding Standard Restaurant**
4 **Supply dated October 1990, but as Ken Winward tells everyone, "everything is paid."**

1
2
3 10. Letter to me from Attorney Joe Bottoms, dated October 2, 1990, stating the Winwards were
4 going to sue me for \$ 47,000.00. I wish he would have acted.
5

6
7 11. Summons by VA brokers against the accounting firm of the Manhattan A.B.L. Accounting
8 Services dated October 22, 1990, a cost to A.B.L. Accounting that your law firm will now
9 reimburse A.B.L. plus interest.
0

1
2 12. Letter from Attorney Bottoms to me dated October 30, 1990, stating the time limits in which
3 I must buy back the club, knowing full well I did not have approval from the Liquor
4 Commission.
5

6
7 13. My application to the Alcoholic Beverage Commission, represented by Gilbert Athay, at
8 my expense. No support whatever from the Winward's.
9

10
11 14. On July 3, 1991, after a lengthy hearing at the Second Circuit Court in Bountiful,
12 regarding the Boyston matter, the Judge ruled I was a partner and agent in the Club
13 Manhattan.

14 Yet, Mr. Winward, with full knowledge of this ruling, sold the Club to Mr. Jan Birch,
15 without my permission or the return of my invested capital, a direct violation of this
16 Court Order.
17

25,000.00
Hatsis money

18
19 15. On July 21, 1991 Mr. Winward entered into a contract with Dr. George Hatsis, to purchase
20 the Club Manhattan.
21

22 Dr. Hatsis is very familiar with the club, nephew of Tony, Tom and Duke who originated and
23 ran the club for years. Mr. Winward stated to Dr. Hatsis that all of the bills were paid, and the
24 club was profitable. Upon independent investigation by Dr. Hatsis, he found nothing Mr.
25 Winward told him was true, and withdrew his \$ 5000.00 deposit that Mr. Winward was so
eager to cash, calling Dr. Hatsis every day.

7
8 Mr. Birch the current owner is constantly fending off possible sheriff sales, and past creditors.
9 I myself continue to answer phone calls from creditors, recently from VanKampen and Sons.
0 Now they want to sue me for an additional \$564.00, Mr. Birch says payments are being made.
1 They better be made, and notification sent to Mr. Athay.

1
2
3
4
5 16. Fraudulent document sent to me via the United States Mail. On August 16, 1991,
6 Mr. Winward forged my name to a document stating I had the piano bar built, etc.. In
7 addition to the forgery of my name he had Diane Van Meeterron, a Notary Public,
8 NOTARIZE the forgery. This was sent to me via the United States Postal Service.
9

10
11
12 In addition, in the same envelope, I received a copy of a letter addressed to Diane
13 VanMetteron from Jeffery W. Shields, attorney dated August 27, 1991, regarding
14 Beneficial Mortgage Co.Yenne.
15

16 states in part: " Accordingly Mr. Winward was not even commissioned as a notary
17 public on April 19,1990."
18

19 "If you, Debra Yenne, and Mr. Winward purposely backdated this bill of
20 sale, I would welcome the opportunity to have you explain this fraudulent behavior to
21 the Court."
22

23 ON November 14, 1991, I again appeared at 2:00 P.M. in the Second Circuit Court in
24 Bountiful for a trial DeNova regarding the Boyston Matter. The clerk was furious at
25 you for calling her, and stating that YOU were MY lawyer, and stating I was
26 dismissing the matter. Judge Johnson heard you, as did a friend of mine, a retired
27 police officer. You apologized to the clerk, and you then blamed Ken Winward. I have
28 been asked to pursue this matter, and have not until now.
29
30

31 17. The article in the Salt Lake Tribune of December 24, 1991, stating in part the fraudulent
32 participation in a case involving Mr. Joe Bottoms:
33

34 In part: "by an attorney (Mr. Bottoms) who had a conflict of interest-he allegedly
35 took part in the \$ 180,000.00 scam."
36
37

38 Yes, this same attorney working with you and the Winwards.
39
40
41

1
2
3 18. Business Opportunities Section 190, January 2, 1992, wherein you, Mr. Winward or Mr.
4 Birch again offered the club for sale without my permission or return of my capital.
5

6 19. Again, a bill to ME from Salt Lake Mailing dated 1 21-92, requesting payment from me for
7 \$ 272.59 for a Manhattan Bill.
8
9

10 **SYNOPSIS:**
11

12 You and your client, have continually sold and resold the Club Manhattan, under a scheme
13 and artifice to defraud. You knew that in each an every sale, MY invested funds were never
14 mentioned or addressed in either of the sales to Mr. Bangerter, or Mr. Birch. I paid the
15 delinquent taxes for 1987, and 1989, in the amount of \$ 15,000.00 in May 1990, notice the
16 receipt is to me, not the club.
17

18 In conjunction with this matter in an attempt to secure a loan for the club, by Mr. Ken
19 Winward, for the Winward Family, in May of 1990, Mr. Winward was taped by the F.B.I.
20 Listen to the FBI tapes, wherein Mr. Winward states, " I stole \$ 75,000.00 a year out of the
21 Club." I have access to the tapes, they are enjoyable listening.
22

23 Many other damaging documents I will save for the courts.
24
25
26

27 The Winwards, Beth and Ken knew at all times, that the club was not worth \$ 300,000.00
28 and deceived me into thinking it was the same "Hatsis Operation".
29

30 I was in jail, relying on their representations, which were false and they knew they were false
31 when they were making them. It took them years to pay the Hatsis family the balance of the
32 sale, if I had not been at the club the Hatsis family would have foreclosed.
33

34 Mr. Birch found out from the Liquor Commission that I was not ordered out of the Club in
35 August 1990, the reasoning: I had won the Holiday Magazine Award, let's take it back from
36 Gatto and cash in on the fall and winter business. The bills could have been paid the same way
37 I paid the \$15,000.00 in back taxes, the same way I paid for all the improvement, the same way
38 I opened the club on December 31, 1989 with my \$ 9,500.00, not the Winwards'.
39
40
41

You, Mr. Ken Winward, and Ms. Beth Winward have continued to make fraudulent representations regarding me. I have taken the last "bashing" from any of you, you will now go to court, and to court, and to court, and remit to me my \$ 101,000.00 plus 10% interest from December 31, 1989, within 10 days of the date of this letter. Do not be one day late, sell the houses, cars, whatever you have to do, but pay me now. As the former employees said to me, "Gee, right after the fire, the Winwards' all had new cars."

.....

You, and your clients, know the money advanced to me went directly to the club to improve and open club. Your spurious and uneducated statements, "you don't know where the money went," is another in a long list of lies.

.....

You want me to pay you money you advanced to improve your property, that you sold TWICE, WITHOUT MY CONSENT.

.....

Did you ever take the time to examine the checkbook, the deposits, I have them all. Read the Option signed by Beth Winward, Ken Winward, Bob Leth, and Richard Winward. If I didn't buy the club by a certain date, **ALL MY INVESTED FUNDS WERE TO BE RETURNED TO ME THAT DAY.**

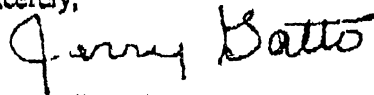
1
2
3
4
5 Read the minutes Mr. Kaufman, signed by Beth Winward in each and every instance. The real
6 minutes, not the ones doctored for the Liquor Commission by Ken Winward.
7
8
9
10

11 Mr. Birch is aware of your call to Mr. Kelly, and this letter, and is furious to say the least. His
12 actions concerning the club and Ken and Beth Winward will be known to you shortly.
13

14 Return my funds as previously outlined to the Trust Account of D. Gilbert Athay.
15

16 And as Mr. Kelly told you, "proceed with any action you deem fit."
17
18

19 Sincerely,

20 
21

22 cc: D. Gilbert Athay

23 B. Furlan

24 J. Birch

25 J. Fenn

26 J. Mooney

27 S. Kelly

28 M. Hines

29 G. Hatsis
30
31
32
33
34
35
36
37
38
39
40
41

Tab 9

Myrtle Winward

WEBER COUNTY RECORDER ABSTRACT OF TITLE

TRIAL NUMBER 16-043-0007

NER WINWARD, KENNETH &
MYRTLE WINWARD

491 E 3875 N
OGDEN UT
84414

TAX UNIT
10

DESCRIPTION OF PROPERTY; 73 R/P ACRES; 3.00

PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 1157 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, AND RUNNING THENCE EAST 490 FEET; THENCE SOUTH 6D24' WEST 28 FEET; THENCE SOUTH 13D37' EAST 156 1/2 FEET; THENCE SOUTH 7D24' WEST 85 FEET; MORE OR LESS TO A POINT THAT IS 892 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE WEST 520 FEET, MORE OR LESS, TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER, THENCE NORTH ALONG SAID QUARTER SECTION LINE 265.00 FEET TO THE PLACE OF BEGINNING. CONTAINING 3 ACRES, MORE OR LESS.

TOGETHER WITH AND SUBJECT TO RIGHTS-OF-WAY FOR ROADS AS NOW LOCATED AND USED.

TOGETHER WITH AND SUBJECT TO RIGHT-OF-WAY (1039-368).

GRANTOR/ GRANTEE	KIND OF DOC CONSIDERATION TP	BOOK-PAGE ENTRY NBR.	REC DATE DOC DATE	TIME RELEASED
(COMMERCIAL SECURITY BANK TR WINWARD, RICHARD E & WF	RECONVEYANCE 0.00	1392-1005 846751	05-NOV-81 20/10/81	11:48 1207-0621
BEN LOMOND ESTATES EAST WILLOW SPRINGS IRRIGATION	QUIT CLAIM DEED 1.00	1425-2025 881368	01-JUN-83 31/03/83	10:15 -
WINWARD, RICHARD E & WF WINWARD, RICHARD E & MYRTLE TR	WARRANTY DEED 10.00	1517-1043 1011349	14-MAY-87 17/06/86	04:13 -
WINWARD, MYRTLE WINWARD, RICHARD EUGENE DECD	AFFT & DTH CERT 0.00	1667-2503 1231332	15-JUN-93 15/06/93	03:04 10-REF
WINWARD, MYRTLE TR BANK OF UT	DEED OF TRST 51345.00 ✓	1715-0614 1290925	10-MAY-94 05/05/94	02:44 <i>PA 1-24-95</i>
WINWARD, MYRTLE TR GREAT WESTERN THRIFT & LN ETAL	DEED OF TRST 90000.00 ✓	1742-1403 1326853	28-DEC-94 22/12/94	03:09 <i>PA 1-5-96</i>
BANK OF UT TR WINWARD, MYRTLE TR	RECON 0.00	1744-2264 1329903	24-JAN-95 11/01/95	01:37 1715-0614 <i>PA 1-13-99</i>
WINWARD, MYRTLE GREAT WESTERN THRIFT & LN ETAL	DEED OF TRST 115000.00 ✓	1778-0560 1371310	31-OCT-95 30/10/95	04:18 <i>PA 1-13-99</i>
GREAT WESTERN THRFT & LN EST TITLE SERV INC	SUB TRUSTEE 0.00	1786-2322 1381776	05-JAN-96 16/11/95	03:30 1742-1403
INWEST TITLE SERV INC TR WINWARD, MYRTLE TR	RECON 0.00	1786-2331 1381779	05-JAN-96 09/11/95	03:32 1742-1403

51,345.00



BANK OF UTAH

DEED OF RECONVEYANCE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, BANK OF UTAH, the Beneficiary of the Deed of Trust made, executed and delivered on MAY 5 19 94 by MYRTLE WINWARD, TRUSTEE OF THE RICHARD E. WINWARD TRUST DATED SEPTEMBER 12, 1980 AS TO A ONE-HALF (1/2) INTEREST AND MYRTLE WINWARD, TRUSTEE OF THE MYRTLE WINWARD TRUST DATED SEPTEMBER 12, 1980 AS TO ONE-HALF (1/2) INTEREST.

as Trustor, BANK OF UTAH, as Trustee for said Beneficiary, which Deed of Trust was recorded on MAY 10 19 94, in the Office of the Recorder of WEBER County, Utah, in Book No. 1715 of 1290925 nt. Page 614, et seq., has requested the Trustee under said Deed of Trust to reconvey the premises which are described as follows, to-wit:

PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 1157 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, AND RUNNING THENCE EAST 490 FEET; THENCE SOUTH 6 DEG 24 MIN WEST 28 FEET; THENCE SOUTH 13 DEG 37 MIN EAST 156 1/2 FEET; THENCE SOUTH 7 DEG 24 MIN WEST 85 FEET; MORE OR LESS TO A POINT THAT IS 892 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER THENCE WEST 520 FEET, MORE OR LESS, TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER THENCE NORTH ALONG SAID QUARTER SECTION LINE 265.00 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH A RIGHT OF WAY (1039-368)

16-043-0007

0007

AND WHEREAS, BANK OF UTAH is now the Trustee under said Deed of Trust,

NOW, THEREFORE, the BANK OF UTAH as Trustee, does hereby grant, remise, release and reconvey to the person or persons entitled thereto, all the estate and interest derived to it, by or through said Deed of Trust in the above described lands and premises, together with the appurtenances.

IN WITNESS WHEREOF, said BANK OF UTAH as Trustee, has caused these presents to be executed this 11TH day of JANUARY, 19 95.

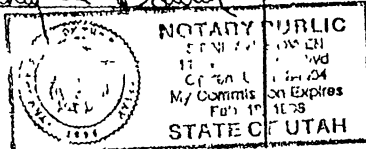
BANK OF UTAH
TrusteeBy Raymond D. Hill
RAYMOND D. HILL, VICE PRESIDENT TitleSTATE of UTAH
COUNTY of WEBER ss.

On the 11TH day of JANUARY, 19 95,
personally appeared before me RAYMOND D. HILL

who, being by me duly sworn, did say that
he is VICE PRESIDENT of BANK
OF UTAH, that the above and foregoing instrument was signed in
behalf of said corporation by authority of a resolution of its Board of
Directors, and said RAYMOND D. HILL,
acknowledged to me that said corporation executed the same.

Notary Public
Residing at

My commission expires:



For Recorder's Use

PLATTED ☐ VERIFIED ☐
(ENTERED ☒ MICROFILM) L

E# 1329903 BK1744 PG2264
DOUG CROFTS, WEBER COUNTY RECORDER
24-JAN-95 137 PM FEE \$10.00 DEP MH
REC FOR: WEBER.TITLE



BANK of UTAH

WHEN RECORDED MAIL TO

115 Washington Blvd.
Ogden, Ut. 84404
ATTN: RAYMOND D. HILL

E# 1290925 BK1715 PG614
DOUG CROFTS, WEBER COUNTY RECORDER
10-MAY-94 244 PM FEE \$16.00 DEP MH
REC FOR: BONNEVILLE.TITLE

39587-16

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PLATTED ☒ VERIFIED

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on MAY 5, 1994. The grantor is MYRTLE WINWARD, TRUSTEE OF THE RICHARD E. WINWARD TRUST DATED SEPTEMBER 12, 1980 AS TO ONE-HALF (1/2) * ("Borrower"). The trustee is BANK OF UTAH ("Trustee"). The beneficiary is BANK OF UTAH, which is organized and existing under the laws of STATE OF UTAH, and whose address is 115 Washington Blvd., Ogden, Ut. 84404 ("Lender"). Borrower owes Lender the principal sum of Fifty-One Thousand Three Hundred Forty-Five And NO/100 Dollars (U.S. \$ 51,345.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 15, 1999. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Weber County, Utah:

PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 1157 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, AND RUNNING THENCE EAST 490 FEET; THENCE SOUTH 6 DEG 24 MIN WEST 28 FEET; THENCE SOUTH 13 DEG 37 MIN EAST 156 1/2 FEET; THENCE SOUTH 7 DEG 24 MIN WEST 85 FEET; MORE OR LESS TO A POINT THAT IS 892 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER THENCE WEST 520 FEET, MORE OR LESS, TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER THENCE NORTH ALONG SAID QUARTER SECTION LINE 265.00 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH A RIGHT OF WAY (1039-368).

*INTEREST AND MYRTLE WINWARD, TRUSTEE OF THE MYRTLE WINWARD TRUST DATED SEPTEMBER 12, 1980 AS TO ONE-HALF (1/2) INTEREST.

which has the address of 491 East 3875 North, North Ogden, Utah 84414 ("Property Address");
(Street) (City)
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Less Room
Mom's Room

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows

1 **Payment of Principal and Interest, Prepayment and Late Charges** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note

2 **Funds for Taxes and Insurance** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum (Funds) equal to one twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument (b) yearly leasehold payments or ground rents on the Property, if any, (c) yearly hazard insurance premiums and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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 the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, 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 that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires 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 Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or 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 Security Instrument.

3 **Application of Payments** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2, fourth, to interest due, and last, to principal due.

4 **Charges, Liens** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin when the notice is given.

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 paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 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 Security Instrument immediately prior to the acquisition.

6 **Preservation and Maintenance of Property, Leaseholds** Borrower shall not destroy, damage or substantially charge the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower requires fee title to the Property, the leasehold and fee title shall not merge, unless Lender agrees to the merger in writing.

7 **Protection of Lender's Rights in the Property, Mortgage Insurance** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, 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 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 Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. 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.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8 **Inspection** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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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 any part of the Property 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 the sale to the persons and in the manner prescribed by applicable law. After the time 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 any order Trustee determines. 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 its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property 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 expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the county clerk of the county in which the sale took place.

20. Lender in Possession. Upon acceleration under paragraph 19 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. Any 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 Security Instrument.

21. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

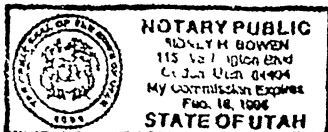
22. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable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

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

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 2-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | |
| <input type="checkbox"/> Other(s) [specify] | | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.



Myrtle Winward, Trustee (Seal)
Myrtle Winward, Trustee --Borrower

Myrtle Winward, Trustee (Seal)
Myrtle Winward, Trustee --Borrower

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Utah } ss
COUNTY OF Weber }

On the 5th day of May 19 94 personally appeared before me

Myrtle Winward, Trustee

the signor XX of the above instrument who duly acknowledged to me that he, XX executed the same

My commission expires _____

Notary Public
Residing at _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____ } ss
COUNTY OF _____ }

On the _____ day of _____ 19 _____ personally appeared before me _____
AND _____ who being by me duly sworn did say that they are the _____ president and
Secretary respectively of _____ a
corporation and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said
_____ and each of
them acknowledge to me that said corporation executed the same

Notary Public
Residing at _____

REQUEST FOR RECONVEYANCE

To TRUSTEE

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust which are delivered hereby and to reconvey without warranty all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date _____

E# 1290925 BK1715 PG617

9. **Condemnation** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 paragraphs 1 and 2 or change the amount of such payments.

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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability, Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. **Loan Charges** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. **Legislation Affecting Lender's Rights** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. **Notices** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law, Severability** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **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 Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including but not limited to reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

19. **Acceleration, Remedies** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify (a) the default, (b) the action required to cure the default, (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument 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 non existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument 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 expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

Tab 10

Myrtle's Home

WEBER COUNTY RECORDER ABSTRACT OF TITLE

TRIAL NUMBER 16-043-0007

WINWARD, KENNETH &
MYRTLE WINWARD

491 E 3875 N
OGDEN UT
84414

TAX UNIT
10

DESCRIPTION OF PROPERTY; 73 R/P ACRES; 3.00

PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 1157 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, AND RUNNING THENCE EAST 490 FEET; THENCE SOUTH 6D24' WEST 28 FEET; THENCE SOUTH 13D37' EAST 156 1/2 FEET; THENCE SOUTH 7D24' WEST 85 FEET; MORE OR LESS TO A POINT THAT IS 892 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE WEST 520 FEET, MORE OR LESS, TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER, THENCE NORTH ALONG SAID QUARTER SECTION LINE 265.00 FEET TO THE PLACE OF BEGINNING. CONTAINING 3 ACRES, MORE OR LESS.

TOGETHER WITH AND SUBJECT TO RIGHTS-OF-WAY FOR ROADS AS NOW LOCATED AND USED.

TOGETHER WITH AND SUBJECT TO RIGHT-OF-WAY (1039-368)

GRANTOR/ GRANTEE	KIND OF DOC CONSIDERATION TP	BOOK-PAGE ENTRY NBR.	REC DATE DOC DATE	TIME RELEASED
MERCIAL SECURITY BANK TR WINWARD, RICHARD E & WF	RECONVEYANCE 0.00	1392-1005 846751	05-NOV-81 20/10/81	11:48 1207-0621
BEN LOMOND ESTATES EAST WILLOW SPRINGS IRRIGATION	QUIT CLAIM DEED 1.00	1425-2025 881368	01-JUN-83 31/03/83	10:15 -
WINWARD, RICHARD E & WF WINWARD, RICHARD E & MYRTLE TR	WARRANTY DEED 10.00	1517-1043 1011349	14-MAY-87 17/06/86	04:13 -
WINWARD, MYRTLE WINWARD, RICHARD EUGENE DECD	AFFT & DTH CERT 0.00	1667-2503 1231332	15-JUN-93 15/06/93	03:04 10-REF
WINWARD, MYRTLE TR BANK OF UT	DEED OF TRST 51345.00 ✓	1715-0614 1290925	10-MAY-94 05/05/94	02:44 <i>PA 1-24-95</i>
WINWARD, MYRTLE TR GREAT WESTERN THRIFT & LN ETAL	DEED OF TRST 90000.00 ✓	1742-1403 1326853	28-DEC-94 22/12/94	03:09 <i>PA 1-5-96</i>
BANK OF UT TR WINWARD, MYRTLE TR	RECON 0.00	1744-2264 1329903	24-JAN-95 11/01/95	01:37 1715-0614 <i>1715-0614</i>
WINWARD, MYRTLE GREAT WESTERN THRIFT & LN ETAL	DEED OF TRST 115000.00 ✓	1778-0560 1371310	31-OCT-95 30/10/95	04:18 <i>PA 1-13-99</i>
GREAT WESTERN THRFT & LN EST TITLE SERV INC	SUB TRUSTEE 0.00	1786-2322 1381776	05-JAN-96 16/11/95	03:30 1742-1403
INVEST TITLE SERV INC TR WINWARD, MYRTLE TR	RECON 0 00	1786-2331 1381779	05-JAN-96 09/11/95	03:32 1742-1403

WHEN RECORDED MAIL TO:
INWEST TITLE SERVICES, INC.
3564 LINCOLN AVENUE SUITE 7
OGDEN, UT 84401

*Proof
Western*

SPACE ABOVE THIS LINE FOR RECORDERS USE _____

RECORDED AT THE REQUEST OF INWEST TITLE SERVICES, INC. ORDER #W-15152-95

SUBSTITUTION OF TRUSTEE
(CORPORATE)

INWEST TITLE SERVICES, INC. is hereby appointed successor Trustee under the following described Trust Deed

1. TRUST DEED

DATED: DECEMBER 22, 1994
RECORDED: DECEMBER 28, 1994

ENTRY NO.: 1326853

BOOK/PAGE: 1742/1403

AMOUNT: \$90,000.00

EXECUTED BY: MYRTLE WINWARD, TRUSTEE OF THE RICHARD E. WINWARD TRUST AS
TO 1/2 INTEREST AND MYRTLE WINWARD, TRUSTEE OF THE MYRTLE
WINWARD TRUST AS TO 1/2 INTEREST.

TRUSTEE: W. JEFFERY FILLMORE

BENEFICIARY: GREAT WESTERN THRIFT AND LOAN

Said Substitution of Trustee covers real property situated in WEBER, County, UT. described as follows.

LEGAL DESCRIPTION.

See Attached Exhibit "A"

TAX IDENTIFICATION# 16-043-0007

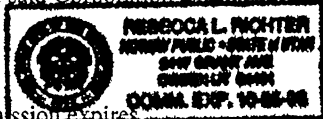
Dated this 16 day of Nov., 1995

BENEFICIARY

BY *Dale S. Smith*

STATE OF _____)
COUNTY OF _____) (SS.)

On the _____ day of _____, 19____, personally appeared before me _____
who being by me duly sworn, did say that (s)he is the _____ of _____
A Corporation, and that said instrument was signed in behalf of said Corporation by authority of
its by-laws (or by a resolution of its board of directors) and said _____ acknowledged
to me that said Corporation executed the same.



My commission expires _____

Rebecca L. Richter
NOTARY PUBLIC

INWEST TITLE SERVICES, INC. 3564 LINCOLN AVENUE, SUITE 7, OGDEN, UT 84401

E# 1381776 BK1786 P62322
DOUG CROFTS, WEBER COUNTY RECORDER
05-JAN-96 330 PM FEE \$12.00 DEP MH
REC FOR: INWEST.TITLE

EXHIBIT A

PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 1157 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, AND RUNNING THENCE EAST 490 FEET; THENCE SOUTH 6°24' WEST 28 FEET; THENCE SOUTH 13°37' EAST 156 1/2 FEET; THENCE SOUTH 7°24' WEST 85 FEET; MORE OR LESS TO A POINT THAT IS 892 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE WEST 520 FEET, MORE OR LESS, TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER, THENCE NORTH ALONG SAID QUARTER SECTION LINE 265.00 FEET TO THE PLACE OF BEGINNING. CONTAINING 3 ACRES, MORE OR LESS.

TOGETHER WITH AND SUBJECT TO RIGHTS-OF-WAY FOR ROADS AS NOW LOCATED AND USED.

TOGETHER WITH AND SUBJECT TO RIGHT-OF-WAY. (1039-368).

W-13418-94

DEED OF TRUST
(ADJUSTABLE RATE REVOLVING CREDIT)

in the presence of

quest
W.L. 12/22/94
90,000.00

THIS DEED OF TRUST is made this 22nd day of December, 1994, among the Trustor, Myrtle Winward, Trustee of the Richard E. Winward Trust, as to 1/2 interest and Myrtle Winward, Trustee of the Myrtle Winward Trust (herein "Trustee"), and the Beneficiary, a member of the Utah State Bar (herein "Borrower"), W. Jeffrey Fillmore, Great Western Thrift and Loan, a corporation organized and existing under the laws of Utah, whose address is 2417 Grant Ave., Ogden, UT 84401 (herein "Lender").

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

See Attached Exhibit A.

16-043-0007

Property Address:
491 E. 3875 N.
N. Ogden, Ut 84404

*Trust as to 1/2 interest.

PLATTED ☒ VERIFIED ☒
ENTERED ☒ INDEXED ☒

which has the address of see above (Street) (City)
..... (herein "Property Address");
[State and Zip Code]

TO HAVE AND TO HOLD unto Trustee and Trustee's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures attached to the property, all of which shall be deemed to be and remain a part of the real 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 herein referred to as the "Property".

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by an Adjustable Rate Open End Credit Agreement between Borrower and Lender including any renewal or refinancing thereof dated 12/22/94 (herein "Note"), with a Credit Limit of ***Ninety thousand and no/100*** Dollars (\$ 90,000.00....) upon which Credit Limit Borrower is entitled to borrow from time to time to the full amount thereof, and an initial cash advance of ***Forty-eight thousand sixty-one and 71/100*** Dollars (\$ 48,061.71.....), with interest thereon, providing for monthly payments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable years from the date thereof, 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, and (b) the repayment of any future advances in excess of the Credit Limit, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the property is unencumbered, unless checked here ☐, in which case this instrument is subordinate only to a Deed of Trust or Mortgage (herein "Prior Encumbrance") from Myrtle Winward recorded in Deed Book Page in favor of County Records Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows

1 **Payment of Principal and Interest** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust

2 **Funds for Taxes and Insurance.** Subject to applicable law or to a 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 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.

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 within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

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 18 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 or the Note 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 premiums (if any) for Credit Life and Disability Insurance pursuant to Borrower's election thereof, then to interest payable on the Note, and then to the principal of the Note.

4. **Charges, Liens.** Borrower shall pay all taxes, assessments and other charges, finds and impositions attributable to the Property which may attain a priority over this Deed of Trust, unless set out as a Prior Encumbrance herein, and leasehold payments or ground rents, if any, in the manner provided under paragraphs 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust, provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

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, provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust, together with any Prior Encumbrances.

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 premiums on insurance policies shall be paid in the manner provided under paragraphs 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. 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.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 hereof. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

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 declaration 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. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

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, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of establishing the open end credit account 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. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness (an Advance under the Note) of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable under the terms of the Note, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible for consumer loans under Utah law. 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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

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

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 hereof.

10. Borrower Not Released. 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.

11. Forebearance by Lender Not a Waiver. 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. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. 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 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. 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 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, return receipt requested, 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.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. 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 the Deed of Trust and the Note are declared to be severable.

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

17. Transfer of the Property; Assumption. If all or any part of the Property is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender, may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's default under the terms of the Adjustable Rate Open-End Credit Agreement of even date herewith, which terms are incorporated herein by reference, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 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 non-existence 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 the sums secured by this Deed of Trust to be immediately due and payable without further demand and those remedies permitted by applicable law may be invoked. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's 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 the 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 attorney's 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.

19. Borrower's Right to Reinstale. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued 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 judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, 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 expense 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 18 hereof, including, but not limited to, reasonable attorney's 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.

20. 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 18 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 18 hereof, 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 attorney's 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.

21. Future Advances. Upon renewal or refinancing (including an increase in the initial Credit Limit) of the Note secured hereby, Lender may, upon request by Borrower and at Lender's sole discretion, advance additional sums in excess of the Credit Limit which sums, if any, together with the amounts included in the renewed or refinanced Note, shall, with interest thereon, be secured by this Deed of Trust.

22. Reconveyance. Upon payment of all sums secured by this Deed of Trust, and upon termination of the open end credit account evidenced by the Note, 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.

23. Prior Encumbrance Default. A default under any prior encumbrance on the Property may at the option of the Lender be declared and deemed to be a default under the terms of this instrument.

24. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

25. Adjustable Rate Provision. The Note secured by this Deed of Trust contains an adjustable rate provision allowing for changes in the interest rate and the monthly payments. The Note limits the amount the Borrower's interest rate can change at any one time, the maximum amount that the interest rate can increase, and the method and frequency of changes to the interest rate.

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 and sealed this Deed of Trust.

Myrtle Winward (Seal)
Myrtle Winward —Borrower
..... (Seal)
..... —Borrower

STATE OF UTAH, Weber County ss.

On this 22nd day of December, 1994, personally appeared before me
Myrtle Winward, the signer(s)
of the above Instrument, who duly acknowledged to me that ..he.. executed the same.

My Commission expires:



Gary A. Gray
Notary Public residing at
2417 Grant Ave. Ogden, UT 84401
.....

REQUEST FOR RECONVEYANCE

TO TRUSTEE

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date

By.....

(Space Below This Line Reserved For Lender and Recorder)

EXHIBIT A

PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 1157 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, AND RUNNING THENCE EAST 490 FEET; THENCE SOUTH 6°24' WEST 28 FEET; THENCE SOUTH 13°37' EAST 156 1/2 FEET; THENCE SOUTH 7°24' WEST 85 FEET; MORE OR LESS TO A POINT THAT IS 892 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE WEST 520 FEET, MORE OR LESS, TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER, THENCE NORTH ALONG SAID QUARTER SECTION LINE 265.00 FEET TO THE PLACE OF BEGINNING. CONTAINING .3-ACRES, MORE OR LESS.

TOGETHER WITH AND SUBJECT TO RIGHTS-OF-WAY FOR ROADS AS NOW LOCATED AND USED.

TOGETHER WITH AND SUBJECT TO RIGHT-OF-WAY. (1039-368).



Tab 11

WESTERN 

Western Thrift and Loan
Western Financial Company
Member FDIC

2417 Grant Avenue
Ogden, UT 84401
(801) 394-4224

"LENDER"

HOME EQUITY LINE DEED OF TRUST

1371310 BX 1778 PG56D
DOUG CROFTS, WEBER COUNTY RECORDER
31-OCT-95 4:18 PM FEE \$20.00 DEP NH
REC FOR: INWEST.TITLE

715,000.00
Brenda

Borrower		GRANTOR	
MYRTLE WINWARD		MYRTLE WINWARD, Trustee of the Richard E. Winward Trust Dated September 12, 1980, A one-half (1/2) Interest, and Myrtle Winward trustee, of the Myrtle Winward Trust Dated September 12, 1980; A one-half (1/2) Interest	
ADDRESS		ADDRESS	
491 E. 3875 N. NORTH OGDEN, UT 84414			
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
TRUSTEE: PAUL D. VEASY A MEMBER OF THE UTAH STATE BAR PO BOX 45898 SALT LAKE CITY, UTAH 84145-0898			

This document was prepared by the Lender indicated above

In consideration of the loan or other credit accommodation hereinafter specified and any future advances or future Obligations which may hereinafter be advanced or incurred and the trust hereinafter mentioned and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby irrevocably bargains, sells, transfers, grants, conveys and assigns to Trustee, its successors and assigns, in trust, for Lender, with power of sale and right of entry and possession all of Grantor's present and future estate, right, title and interest in and to the real property described in Schedule A which is attached to this Deed of Trust and incorporated herein together with all present and future improvements and fixtures, privileges, hereditaments, and appurtenances, leases, licenses and other agreements, rents, issues and profits, water, well, ditch, reservoir and mineral rights and stocks pertaining to the real property (cumulatively "Property"), to have and to hold the Property and the rights hereby granted for the use and benefit of Trustee, his successors and assigns, until payment in full of all Obligations secured hereby

Moreover in further consideration, Grantor does, for Grantor and Grantor's heirs, representatives and assigns, hereby expressly warrant, covenant, and agree with Lender and Trustee and their successors and assigns as follows

1 OBLIGATIONS This Deed of Trust shall secure the payment and performance of all present and future indebtedness liabilities, obligations and covenants of Borrower or Grantor (cumulatively "Obligations") to Lender pursuant to

(a) this Deed of Trust and the following promissory notes and other agreements

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
VARIABLE	\$115,000.00	10/30/95	10/30/15	110182	94111164

(b) all other present or future, written agreements with Lender which refer specifically to this Deed of Trust (whether executed for the same or different purposes than the foregoing),

(c) any guaranty of obligations of other parties given Lender now or hereafter executed which refers to this Deed of Trust,

(d) future advances, whether made under an open-end credit agreement or otherwise, to the same extent as if made contemporaneously with the execution of this Deed of Trust, made or extended on behalf of Grantor or Borrower Grantor agrees that if one of the Obligations is a line of credit, the lien of this Deed of Trust shall continue until payment in full of all debt due under the line notwithstanding the fact that from time to time (but before termination of the line) no balance may be outstanding,

(e) all repeated amendments, extensions, renewals, modifications, replacements or substitutions to any of the foregoing

As used in this Paragraph 1, the terms Grantor and Borrower shall include and also mean any Grantor or Borrower if more than one

2 REPRESENTATIONS, WARRANTIES AND COVENANTS Grantor represents, warrants and covenants to Lender that:

(a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Deed of Trust and those described in Schedule B which is attached to this Deed of Trust and incorporated herein by reference, which Grantor agrees to pay and perform in a timely manner;

(b) Grantor is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to "Hazardous Materials", as defined herein, and other environmental matters (the "Environmental Laws"), and neither the federal government nor the State of Utah or any other governmental or quasi governmental entity has filed a lien on the Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Grantor's knowledge, threatened, which involve the Property. Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any Hazardous Materials as defined herein in connection with the Property or transported any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum, (ii) friable or nonfriable asbestos, (iii) polychlorinated biphenyls, (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes, (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute, and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect. Grantor shall not lease or permit the sublease of the Property to a tenant or subtenant whose operations may result in contamination of the Property with Hazardous Materials or toxic substances,

(c) All applicable laws and regulations (including, without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. (and all regulations promulgated thereunder) and all zoning and building laws and regulations) relating to the Property by virtue of any federal, state or municipal authority with jurisdiction over the Property presently are and shall be observed and complied with in all material respects, and all rights, licenses, permits, and certificates of occupancy (including but not limited to zoning variances, special exceptions for nonconforming uses, and final inspection approvals), whether temporary or permanent, which are materials to the use and occupancy of the Property, presently are and shall be obtained, preserved and, where necessary, renewed,

(d) Grantor has the right and is duly authorized to execute and perform its Obligations under this Deed of Trust and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;

(e) No action or proceeding is or shall be pending or threatened which might materially affect the Property, and

(f) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Deed of Trust.

3 PRIOR DEEDS OF TRUST. Grantor represents and warrants that there are no prior deeds of trust or mortgages affecting any part of the Property except as set forth on Schedule B attached to this Deed of Trust which Grantor agrees to pay and perform in a timely manner. If there are any prior deeds of trust then Grantor agrees to pay all amounts owed, and perform all obligations required, under such deeds of trust or mortgages and the indebtedness secured thereby and further agrees that a default under any prior deed of trust or mortgage shall be a default under this Deed of Trust and shall entitle Lender to all rights and remedies contained herein or in the Obligations to which Lender would be entitled in the event of any other default.

568

4 TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN GRANTORS OR BORROWERS In the event of a sale, conveyance, lease contract for deed or transfer to any person of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity) Lender may, at its option declare the outstanding principal balance of the Obligations plus accrued interest thereon immediately due and payable or, at Lender's sole option, Lender may consent to said conveyance in writing and may increase the interest rate of the Obligations to the interest rate which Lender would then commit to make a first mortgage loan of similar character with similar security as determined by Lender in its sole discretion, or compensate Lender for such increased risk resulting from the breach of the foregoing covenants. At Lender's request, Grantor or Borrower as the case may be shall furnish a complete statement setting forth all of its stockholders or partners, as appropriate, and the extent of their respective stock ownership or partnership interests.

5 ASSIGNMENT OF RENTS In consideration of the Obligations, which are secured by this Deed of Trust, Grantor absolutely assigns to Lender all Grantor's estate, right, title, interest claim and demand now owned or hereafter acquired in all existing and future leases of the Property (including extensions, renewals and subleases) all agreements for use and occupancy of the Property (all such leases and agreements whether written or oral, are hereafter referred to as the "Leases"), and all guarantees of lessees' performance under the Leases together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Property including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Property, all proceeds payable as a result of a lessee's exercise of an option to purchase the Property all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, and all proceeds from any rights and claims of any kind which Grantor may have against any lessee under the Leases or any occupants of the Property (all of the above are hereafter collectively referred to as the "Rents"). This assignment is subject to the right, power and authority given to the Lender to collect and apply the Rents. This assignment is recorded in accordance with applicable Utah law (Section 57-1-36 of the Utah Code Annotated), the lien created by this assignment is intended to be specific, perfected, and choate upon the recording of this Deed of Trust. As long as there is no default under the Obligations or this Deed of Trust, Lender grants Grantor a revocable license to collect all Rents from the Leases when due and to use such proceeds in Grantor's business operations. However, Lender may at any time require Grantor to deposit all Rents into an account maintained by Grantor or Lender at Lender's institution. Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the Property and have, hold, manage, lease and operate the Property on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all Rents from the property, and Lender shall have full power to periodically make alterations, renovations, repairs or replacements to the Property as Lender may deem proper. Lender may apply all Rents to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the Property and the management and operation of the Property. Lender may keep the Property properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the Rents received, and any unpaid amounts shall be added to the principal of the Obligations. These amounts, together with other costs, shall become part of the Obligations secured by the Deed of Trust.

6. LEASES AND OTHER AGREEMENTS Grantor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any Lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not, (a) collect any monies payable under any Agreement more than one month in advance, (b) modify any Agreement, (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or the amounts payable thereunder, or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender. All such Agreements and the amounts due to Grantor thereunder are hereby assigned to Lender as additional security for the Obligations.

7. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Deed of Trust. Grantor shall diligently collect the Indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instruments or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any Indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required, to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the Indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Notwithstanding the foregoing, nothing herein shall cause Lender to be deemed a mortgagee in possession.

8 USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the beneficial interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

9 LOSS OR DAMAGE Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

10. INSURANCE. The Property will be kept insured for its full insurable value (replacement cost) against all hazards including loss or damage caused by flood, earthquake, tornado and fire, collision, theft or other casualty to the extent required by Lender. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least 10 days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a loss payee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. In the event Grantor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 21 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amounts may at Lender's option be applied in the inverse order of the due dates thereof.

11. ZONING AND PRIVATE COVENANTS Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

12. CONDEMNATION Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property.

13 LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.

14 INDEMNIFICATION Lender shall not assume or be responsible for the performance of any of Grantor's obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender under this paragraph shall survive the termination, release or foreclosure of this Deed of Trust.

15 TAXES AND ASSESSMENTS Grantor shall pay all taxes and assessments relating to Property when due and immediately provide Lender evidence of payment of same. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied may, at Lender's option, be applied in reverse order of the due date thereof.

16. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects, and signed by Grantor if Lender requests.

17. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature or such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.

18. DEFAULT. Grantor shall be in default under this Deed of Trust and the Trustee's power shall become operative in the event that Grantor, Borrower or any guarantor of any Obligation:

- (a) commits fraud or makes a material misrepresentation at any time in connection with the Obligations or this Deed of Trust, including, but not limited to, false statements made by Grantor about Grantor's income, assets, or any other aspects of Grantor's financial condition;
- (b) fails to meet the repayment terms of the Obligations; or
- (c) violates or fails to comply with a covenant contained in this Deed of Trust which adversely affects the Property or Lender's rights in the Property, including, but not limited to, transferring title to or selling the Property without Lender's consent, failing to maintain insurance or to pay taxes on the Property, allowing a lien senior to Lender's to result on the Property without Lender's written consent, allowing the taking of the Property through eminent domain, allowing the Property to be foreclosed by a lienholder other than Lender, committing waste of the Property, using the Property in a manner which would be destructive to the Property, or using the Property in an illegal manner which may subject the Property to seizure or confiscation.

19. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Deed of Trust, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

- (a) to declare the Obligations immediately due and payable in full;
- (b) to collect the outstanding Obligations with or without resorting to judicial process,
- (c) to require Grantor to deliver and make available to Lender any personal property or Chattels constituting the Property at a place reasonably convenient to Grantor and Lender;
- (d) to enter upon and take possession of the Property without applying for or obtaining the appointment of a receiver and, at Lender's option and as allowed by law, to appoint a receiver without bond, without first bringing suit on the Obligations and without otherwise meeting any statutory conditions regarding receivers, it being intended that Lender shall have this contractual right to appoint a receiver,
- (e) to employ a managing agent of the Property and let the same, either in Trustee's own name, in the name of Lender or in the name of Grantor, and receive the rents, incomes, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses, on account of the Obligations;
- (f) to pay any sums in any form or manner deemed expedient by Lender to protect the security of this Deed of Trust or to cure any default other than payment of interest or principal on the Obligations;
- (g) to foreclose this Deed of Trust judicially or nonjudicially in accordance with Section 57-1-23 of the Utah Code Annotated,
- (h) to set-off Grantor's Obligations against any amounts owed Grantor by Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender or any currently existing or future affiliate of Lender, and
- (i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required. Lender or Lender's designee may purchase the Property at any sale. In the event Lender purchases the Property at the Trustee's sale, to the extent Lender's bid price exceeds the Obligations, Lender shall pay Trustee cash equal to such excess. The Property or any part thereof may be sold in one parcel, or in such parcels, manner or order as Lender in its sole discretion may elect, and one or more exercises of the power herein granted shall not extinguish or exhaust the power unless the entire Property are sold or the Obligations paid in full.

20. SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE. This Deed of Trust shall be considered a financing statement pursuant to the provisions of the Uniform Commercial Code covering fixtures chattels, and articles of personal property now owned or hereafter attached to or to be used in connection with the Property together with any and all replacements thereof and additions thereto (the "Chattels"), and Grantor hereby grants Lender a security interest in such Chattels. The debtor is the Grantor described above. The secured party is the Lender described above. Upon demand, Grantor shall make, execute and deliver such security agreements (as such term is defined in the Uniform Commercial Code of Utah) as Lender at any time may deem necessary or proper or require to grant to Lender a perfected security interest in the Chattels, and upon Grantor's failure to do so, Lender is authorized to sign any such agreement as the agent of Grantor. Grantor hereby authorizes Lender to file financing statements (as such term is defined in said Uniform Commercial Code) with respect to the Chattels, at any time, without the signature of Grantor. Grantor will, however, at any time upon request of Lender, sign such financing statements. Grantor will pay all filing fees for the filing of such financing statements and for the refiling thereof at the times required, in the opinion of Lender, by said Uniform Commercial Code. If the lien of this Deed of Trust be subject to any security agreement covering the Chattels, then in the event of any default under this Deed of Trust, all the right, title and interest of Grantor in and to any and all of the Chattels is hereby assigned to Lender, together with the benefit of any deposits or payments now or hereafter made thereof by Grantor or the predecessors or successors in title of Grantor in the Property.

21. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Lender, at Lender's option, may expend funds (including attorneys' fees and legal expenses) to perform any act required to be taken by Grantor or to exercise any right or remedy of Lender under this Deed of Trust. Upon demand, Grantor shall immediately reimburse Lender for all such amounts expended by Lender together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the beneficial interest granted herein. If the Obligations are paid after the beginning of publication of notice of sale, as herein provided, or in the event Lender shall, at its sole option, permit Grantor to pay any part of the Obligations after the beginning of publication of notice of sale, as herein provided, then, Grantor shall pay on demand all expenses incurred by the Trustee and Lender in connection with said publication, including reasonable attorneys' fees to the attorneys for the Trustee and for the Lender, and a reasonable fee to the Trustee, and this Deed of Trust shall be security for all such expenses and fees.

22. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Deed of Trust and then to the payment of the remaining Obligations in whatever order Lender chooses.

23. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Deed of Trust. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Deed of Trust. The powers of attorney described in this Deed of Trust are coupled with an interest and are irrevocable.

24. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

25. COLLECTION COSTS. To the extent permitted by law, Grantor agrees to pay Lender's reasonable fees and costs, including but not limited to fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultants), which are incurred by Lender in collecting any amount due or enforcing any right or remedy under this Deed of Trust or any other agreement between Grantor and Lender, all whether or not suit is brought and including but not limited to fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions and whether or not such attorney is an employee of Lender.

26. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the Property, nor shall Lender be obligated to release any part of the Property if Grantor is in default under this Deed of Trust.

27. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Deed of Trust must be contained in a writing signed by Lender. Lender may perform any of Borrower's or Grantor's Obligations, delay or fail to exercise any of its rights or accept payments from Grantor or anyone other than Grantor without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Deed of Trust shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, Borrower or third party or any of its rights against any Grantor, Borrower or third party or any of the Property. Lender's failure to insist upon strict performance of any of the Obligations shall not be deemed a waiver and Lender shall have the right at any time thereafter to insist upon strict performance.

28. SUBSTITUTE TRUSTEE. In case of the death, inability, refusal to act or absence of the Trustee from the State of Utah or in case the holder of the Obligations shall desire for any reason to remove the Trustee or any substitute trustee as trustee hereunder and to appoint a new trustee in his place and stead, the holder of the Obligations is hereby granted full power to appoint in writing a substitute trustee for said Trustee, and the substitute trustee shall, when appointed, become successor to all rights of Trustee hereunder and the same shall become vested in him for the purposes and objects of this Deed of Trust with all the power, duties and obligations herein conferred on the Trustee.

E# 1371310 BK1778 PG562

29. **SUCCESSORS AND ASSIGNS.** This Deed of Trust shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

30. **NOTICES.** Except as otherwise required by law, any notice or other communication to be provided under this Deed of Trust shall be in writing and sent to the parties at the addresses described in this Deed of Trust or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.

31. **SEVERABILITY.** If any provision of this Deed of Trust violates the law or is unenforceable, the rest of the Deed of Trust shall continue to be valid and enforceable.

32. **APPLICABLE LAW.** This Deed of Trust shall be governed by the laws of the State of Utah. Unless applicable law provides otherwise, Grantor consents to the jurisdiction and venue of any court selected by Lender, in its sole discretion, located in Utah.

33. **MISCELLANEOUS.** Grantor and Lender agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Deed of Trust shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. This Deed of Trust represents the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions hereof.

34. **ORAL AGREEMENTS.** ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER UTAH LAW.

35. **JURY TRIAL WAIVER.** GRANTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF, OR BASED UPON, THIS DEED OF TRUST.

36. **ADDITIONAL TERMS.**

Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Deed of Trust.

Dated this 30TH day of OCTOBER, 1995.

GRANTOR: MYRTLE WINWARD

Myrtle Winward
MYRTLE WINWARD

GRANTOR

GRANTOR:

GRANTOR

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR

EX-1371310 BK1778 PG563

State of Utah)

County of Wheeler)

The foregoing instrument was acknowledged before me this 30 day of Oct
19 95, by Myrtle W. Wynn

Commission Expires _____



Joan J. Allen
Notary Public

Residing at Ogden ut

State of Utah)

County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____
19 _____, by _____

My Commission Expires _____

Notary Public

Residing at _____

State of Utah)

County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____
19 _____, by _____

My Commission Expires _____

Notary Public

Residing at _____

State of Utah)

County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____
19 _____, by _____

My Commission Expires _____

Notary Public

Residing at _____

SEE ATTACHED EXHIBIT 'A'

SCHEDULE A

NONE

SCHEDULE B

E# 1371310 BK1778 PG564

EXHIBIT A

PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 1157 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, AND RUNNING THENCE EAST 490 FEET; THENCE SOUTH 6°24' WEST 28 FEET; THENCE SOUTH 13°37' EAST 156 1/2 FEET; THENCE SOUTH 7°24' WEST 85 FEET; MORE OR LESS TO A POINT THAT IS 892 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE WEST 520 FEET, MORE OR LESS, TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER, THENCE NORTH ALONG SAID QUARTER SECTION LINE 265.00 FEET TO THE PLACE OF BEGINNING. CONTAINING 3 ACRES, MORE OR LESS.

TOGETHER WITH AND SUBJECT TO RIGHTS-OF-WAY FOR ROADS AS NOW LOCATED AND USED.

TOGETHER WITH AND SUBJECT TO RIGHT-OF-WAY. (1039-368).

16-043-0007

Tab 12

Myrtle Hill

WEBER COUNTY RECORDER ABSTRACT OF TITLE

SERIAL NUMBER 16-043-0007

OWNER WINWARD, KENNETH & 491 E 3875 N TAX UNIT
MYRTLE WINWARD OGDEN UT 10
84414

DESCRIPTION OF PROPERTY; 73 R/P ACRES; 3.00

PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 1157 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, AND RUNNING THENCE EAST 490 FEET; THENCE SOUTH 6D24' WEST 28 FEET; THENCE SOUTH 13D37' EAST 156 1/2 FEET; THENCE SOUTH 7D24' WEST 85 FEET; MORE OR LESS TO A POINT THAT IS 892 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE WEST 520 FEET, MORE OR LESS, TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER, THENCE NORTH ALONG SAID QUARTER SECTION LINE 265.00 FEET TO THE PLACE OF BEGINNING. CONTAINING 3 ACRES, MORE OR LESS.

TOGETHER WITH AND SUBJECT TO RIGHTS-OF-WAY FOR ROADS AS NOW LOCATED AND USED.

TOGETHER WITH AND SUBJECT TO RIGHT-OF-WAY (1039-368).

GRANTOR/ GRANTEE	KIND OF DOC CONSIDERATION TP	BOOK-PAGE ENTRY NBR.	REC DATE DOC DATE	TIME RELEASED
COMMERCIAL SECURITY BANK TR WINWARD, RICHARD E & WF	RECONVEYANCE 0.00	1392-1005 846751	05-NOV-81 20/10/81	11:48 1207-0621
BEN LOMOND ESTATES EAST WILLOW SPRINGS IRRIGATION	QUIT CLAIM DEED 1.00	1425-2025 881368	01-JUN-83 31/03/83	10:15 -
WINWARD, RICHARD E & WF WINWARD, RICHARD E & MYRTLE TR	WARRANTY DEED 10.00	1517-1043 1011349	14-MAY-87 17/06/86	04:13 -
WINWARD, MYRTLE WINWARD, RICHARD EUGENE DECD	AFFT & DTH CERT 0.00	1667-2503 1231332	15-JUN-93 15/06/93	03:04 10-REF
WINWARD, MYRTLE TR BANK OF UT	DEED OF TRST 51345.00 ✓	1715-0614 1290925	10-MAY-94 05/05/94	02:44 <i>PA 1-24-95</i>
WINWARD, MYRTLE TR GREAT WESTERN THRIFT & LN ETAL	DEED OF TRST 90000.00 ✓	1742-1403 1326853	28-DEC-94 22/12/94	03:09 <i>PA 1-5-96</i>
BANK OF UT TR WINWARD, MYRTLE TR	RECON 0.00	1744-2264 1329903	24-JAN-95 11/01/95	01:37 1715-0614 <i>AW</i>
WINWARD, MYRTLE GREAT WESTERN THRIFT & LN ETAL	DEED OF TRST 115000.00 ✓	1778-0560 1371310	31-OCT-95 30/10/95	04:18 <i>PA 1-13-99</i>
GREAT WESTERN THRIFT & LN WEST TITLE SERV INC	SUB TRUSTEE 0.00	1786-2322 1381776	05-JAN-96 16/11/95	03:30 1742-1403
INVEST TITLE SERV INC TR WINWARD, MYRTLE TR	RECON 0.00	1786-2331 1381779	05-JAN-96 09/11/95	03:32 1742-1403



KeyBank

KeyBank National Association
FIVE POINTS
50 South Main
Salt Lake City, UT 84144
1-800-KEY-BANK (Lender)

HOME EQUITY LINE DEED OF TRUST

440210043541
RECEIVED
MAR 26 1997
E: 1460286 BK1852 PG770
DOUG CROFTS, WEBER COUNTY RECORDER
14-MAR-97 332 PG FEE \$16.00 DEP NH
REC FOR: UNITED.TITLE.SERVICES

BORROWER		GRANTOR	
MYRTLE WINWARD		MYRTLE WINWARD TRUSTEE of the Richard E. Winward Trust dated September 12, 1980, a one-half (1/2) interest, and to Myrtle Winward, Trustee of the Myrtle Winward Trust dated September 12, 1980, a one-half (1/2) interest	
ADDRESS		ADDRESS	
491 EAST 3875 NORTH NORTH OGDEN, UT 84414 TELEPHONE NO. (801)7827141		491 EAST 3875 NORTH NORTH OGDEN, UT 84414 TELEPHONE NO. (801)7827141	
TRUSTEE: KEYBANK NATIONAL ASSOCIATION 50 SOUTH MAIN SALT LAKE CITY, UT 84144		IDENTIFICATION NO.: RECEIVED 10 043 6607 MAR 26 1997	
BENEFICIARY: KeyBank National Association FIVE POINTS 50 South Main Salt Lake City, UT 84144			

This document was prepared by the Lender indicated above.

In consideration of the loan or other credit accommodation hereinafter specified and any future advances or future Obligations which may hereinafter be advanced or incurred and the trust hereinafter mentioned and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby irrevocably bargains, sells, transfers, grants, conveys and assigns to Trustee, its successors and assigns, in trust, for Lender, with power of sale and right of entry and possession all of Grantor's present and future estate, right, title and interest in and to the real property described in Schedule A which is attached to this Deed of Trust and incorporated herein together with all present and future improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks pertaining to the real property (cumulatively "Property"); to have and to hold the Property and the rights hereby granted for the use and benefit of Trustee, his successors and assigns, until payment in full of all Obligations secured hereby.

Moreover, in further consideration, Grantor does, for Grantor and Grantor's heirs, representatives and assigns, hereby expressly warrant, covenant, and agree with Lender and Trustee and their successors and assigns as follows:

1. **OBLIGATIONS.** This Deed of Trust shall secure the payment and performance of all present and future indebtedness, liabilities, obligations and covenants of Borrower or Grantor (cumulatively "Obligations") to Lender pursuant to:

(a) this Deed of Trust and the following promissory notes and other agreements:

INTEREST RATE	PRINCIPAL AMOUNT / CREDIT LIMIT	FUNDING / AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
VARIABLE	\$115,000.00	03/11/97	03/11/32	963661234520	KEYEQUITYOPTION

(b) all other present or future, written agreements with Lender which refer specifically to this Deed of Trust (whether executed for the same or different purposes than the foregoing);

(c) any guaranty of obligations of other parties given Lender now or hereafter executed which refers to this Deed of Trust;

(d) future advances, whether made under an open-end credit agreement or otherwise, to the same extent as if made contemporaneously with the execution of this Deed of Trust, made or extended on behalf of Grantor or Borrower. Grantor agrees that if one of the Obligations is a line of credit, the term of this Deed of Trust shall continue until payment in full of all debt due under the line notwithstanding the fact that from time to time (but before termination of the line) no balance may be outstanding;

(e) all repeated amendments, extensions, renewals, modifications, replacements or substitutions to any of the foregoing.

As used in this Paragraph 1, the terms Grantor and Borrower shall include and also mean any Grantor or Borrower if more than one.

2. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** Grantor represents, warrants and covenants to Lender that:

(a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Deed of Trust and those described in Schedule B which is attached to this Deed of Trust and incorporated herein by reference, which Grantor agrees to pay and perform in a timely manner;

(b) Grantor is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to "Hazardous Materials", as defined herein, and other environmental matters (the "Environmental Laws"), and neither the federal government nor the State of Utah or any other governmental or quasi governmental entity has filed a lien on the Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Grantor's knowledge, threatened, which involve the Property. Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any Hazardous Materials as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) triole of nonfibrous asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect. Grantor shall not lease or permit the sublease of the Property to a tenant or subtenant whose operations may result in contamination of the Property with Hazardous Materials or toxic substances;

(c) All applicable laws and regulations (including, without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. (and all regulations promulgated thereunder) and all zoning and building laws and regulations) relating to the Property by virtue of any federal, state or municipal authority with jurisdiction over the Property presently are and shall be observed and complied with in all material respects, and all rights, licenses, permits, and certificates of occupancy (including but not limited to zoning variances, special exceptions for nonconforming uses, and final inspection approvals), whether temporary or permanent, which are materials to the use and occupancy of the Property, presently are and shall be obtained, preserved and, where necessary, renewed.

(d) Grantor has the right and is duly authorized to execute and perform its Obligations under this Deed of Trust and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;

(e) No action or proceeding is or shall be pending or threatened which might materially affect the Property; and

(f) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Deed of Trust.

3. **PRIOR DEEDS OF TRUST.** Grantor represents and warrants that there are no prior deeds of trust or mortgages affecting any part of the Property except as set forth on Schedule B attached to this Deed of Trust which Grantor agrees to pay and perform in a timely manner. If there are any prior deeds of trust then Grantor agrees to pay all amounts owed, and perform all obligations required, under such deeds of trust or mortgages and the indebtedness secured thereby and further agrees that a default under any prior deed of trust or mortgage shall be a default under this Deed of Trust and shall entitle Lender to all rights and remedies contained herein or in the Obligations to which Lender would be entitled in the event of any other default.

4. **TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN GRANTORS OR BORROWERS.** In the event of a sale, conveyance, lease, contract for deed or transfer to any person of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at its option declare the outstanding principal balance of the Obligations plus accrued interest thereon immediately due and payable, or, at Lender's sole option, Lender may consent to said conveyance in writing and may increase the interest rate of the Obligations to the interest rate which Lender would wish to commit to make a first mortgage loan of similar character with similar security, as determined by Lender in its sole discretion, or compensate Lender for such increased risk resulting from the breach of the foregoing covenants. At Lender's request, Grantor or Borrower, as the case may be, shall furnish a complete statement setting forth all of its stockholders or partners, as appropriate, and the extent of their respective stock ownership or partnership interests.

5. **ASSIGNMENT OF RENTS.** In consideration of the Obligations, which are secured by this Deed of Trust, Grantor absolutely assigns to Lender all Grantor's estate, right, title, interest claim and demand now owned or hereafter acquired in all existing and future leases of the Property (including subleases, renewals and subleases), all agreements for use and occupancy of the Property (all such leases and agreements whether written or oral, are hereinafter referred to as the "Leases"), and all guarantees of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising on, if the Property including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Property, all proceeds payable as a result of a lessee's exercise of an option to purchase the Property all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, and all proceeds from any rights and claims of any kind which Grantor may have against any lessee under the Leases or any occupants of the Property (all of the above are hereinafter collectively referred to as the "Rents"). This assignment is subject to the right, power and authority given to the Lender to collect and apply the Rents. This assignment is recorded in accordance with applicable Utah law (Section 57-1-38 of the Utah Code Annotated); the lien created by this assignment is intended to be specific, perfected, and enforceable upon the recording of this Deed of Trust. As long as there is no default under the Obligations of this Deed of Trust, Lender grants Grantor a revocable license to collect all Rents from the Leases when due and to use such proceeds in Grantor's business operations. However, Lender may at any time require Grantor to deposit all Rents into an account maintained by Grantor or Lender at Lender's institution. Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the Property and have, hold, manage, lease and operate the Property on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all Rents, from the property, and Lender shall have full power to periodically make alterations, renovations, repairs or replacements to the Property as Lender may deem proper. Lender may apply all Rents to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the Property and the management and operation of the Property. Lender may keep the Property properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the Rents received, and any unpaid amounts shall be added to the principal of the Obligations. These amounts, together with other costs, shall become part of the Obligations secured by the Deed of Trust.

6. **LETTICES AND OTHER AGREEMENTS.** Grantor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any Lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender. All such Agreements and the amounts due to Grantor thereunder are hereby assigned to Lender as additional security for the Obligations.

7. **COLLECTION OF INDEBTEDNESS FROM THIRD PARTY.** Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "indebtedness") whether or not a default exists under this Deed of Trust. Grantor shall diligently collect the indebtedness owing to Grantor from those third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instruments or other remittances with respect to the indebtedness following the giving of such notification or if the instruments or other remittances constitute the payment of any indebtedness of the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from his other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required, to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the indebtedness whether or not in event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Notwithstanding the foregoing, nothing herein shall cause Lender to be deemed a mortgagee in possession.

8. **USE AND MAINTENANCE OF PROPERTY.** Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the beneficial interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

9. **LOSS OR DAMAGE.** Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

10. **INSURANCE.** The Property will be kept insured for its full insurable value (replacement cost) against all hazards including loss or damage caused by flood, earthquake, tornado and fire, collision, theft or other casualty to the extent required by Lender. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least 20 days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a loss payee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. In the event Grantor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 21 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or ending Grantor's name on any draft or negotiable instrument given by any insurer. All such insurance policies shall be instantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amounts may at Lender's option be applied in the inverse order of the due dates thereof.

11. **ZONING AND PRIVATE COVENANTS.** Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

12. **CONDEMNATION.** Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property.

13. **LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS.** Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.

14. **INDEMNIFICATION.** Lender shall not assume or be responsible for the performance of any of Grantor's obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender under this paragraph shall survive the termination, release or foreclosure of this Deed of Trust.

15. **TAXES AND ASSESSMENTS.** Grantor shall pay all taxes and assessments relating to Property when due and immediately provide Lender evidence of payment of same. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied may, at Lender's option, be applied in reverse order of the due date thereof.

16. **INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS.** Grantor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects and signed by Grantor if Lender requests.

17. **ESTOPPEL CERTIFICATES.** Within ten (10) days after any request by Lender, Grantor shall deliver to Lender or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations, and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and if so, the nature of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.

18. **DEFAULT.** Grantor shall be in default under this Deed of Trust and the Trustee's power shall become operative in the event that Grantor, Borrower or any guarantor of any Obligation:

- (A) commits fraud or makes a material misrepresentation at any time in connection with the Obligations or this Deed of Trust, including, but not limited to, false statements made by Grantor about Grantor's income, assets or any other aspects of Grantor's financial condition;
- (B) fails to meet the repayment terms of the Obligations; or
- (C) violates or fails to comply with a covenant contained in this Deed of Trust which adversely affects the Property or Lender's rights in the Property, including, but not limited to, transferring title to or selling the Property without Lender's consent, failing to maintain insurance or to pay taxes on the Property, allowing a lien senior to Lender's to result on the Property without Lender's written consent, allowing the taking of the Property through eminent domain, allowing the Property to be foreclosed by a lienholder other than Lender, committing waste of the Property, using the Property in a manner which would be destructive to the Property, or using the Property in an illegal manner which may subject the Property to seizure or confiscation.

19. **RIGHTS OF LENDER ON DEFAULT.** If there is a default under this Deed of Trust, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

- (a) to declare the Obligations immediately due and payable in full;
- (b) to collect the outstanding Obligations with or without resorting to judicial process;
- (c) to require Grantor to deliver and make available to Lender any personal property or Chattels constituting the Property at a place reasonably convenient to Grantor and Lender;
- (d) to enter upon and take possession of the Property without applying for or obtaining the appointment of a receiver and, at Lender's option and as allowed by law, to appoint a receiver without bond, without first bringing suit on the Obligations and without otherwise meeting any statutory conditions regarding receivers, it being intended that Lender shall have this contractual right to appoint a receiver;
- (e) to employ a managing agent of the Property and let the same either in Trustee's own name, in the name of Lender or in the name of Grantor and receive the rents, incomes, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses, on account of the Obligations;
- (f) to pay any sums in any form or manner deemed expedient by Lender to protect the security of this Deed of Trust or to cure any default other than payment of interest or principal on the Obligations;
- (g) to foreclose this Deed of Trust judicially or nonjudicially in accordance with Section 57-1-23 of the Utah Code Annotated;
- (h) to set-off Grantor's Obligations against any amounts owed Grantor by Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender or any currently existing or future affiliate of Lender; and
- (i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required. Lender or Lender's designee may purchase the Property at any sale. In the event Lender purchases the Property at the Trustee's sale, to the extent Lender's bid price exceeds the Obligations, Lender shall pay Trustee cash equal to such excess. The Property or any part thereof may be sold in one partial or in such partials manner or order as Lender in its sole discretion may elect, and one or more exercises of the power herein granted shall not extinguish or exhaust the power unless the entire Property are sold or the Obligations paid in full.

20. **SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE.** This Deed of Trust shall be considered a financing statement pursuant to the provisions of the Uniform Commercial Code covering fixtures, chattels and articles of personal property now owned or hereafter attached to or to be used in connection with the Property together with any and all replacements thereof and additions thereto (the "Chattels"), and Grantor hereby grants Lender a security interest in such Chattels. The debtor is the Grantor described above. The secured party is the Lender described above. Upon demand, Grantor shall make, secure and deliver such security agreements (as such term is defined in the Uniform Commercial Code of Utah) as Lender at any time may deem necessary or proper or require to grant to Lender a perfected security interest in the Chattels and upon Grantor's failure to do so, Lender is authorized to sign any such agreements as the agent of Grantor. Grantor hereby authorizes Lender to file financing statements (as such term is defined in said Uniform Commercial Code) with respect to the Chattels, at any time, without the signature of Grantor. Grantor will, however, at any time upon request of Lender, sign such financing statements. Grantor will pay all filing fees for the filing of such financing statements and for the selling thereof at the times required, in the opinion of Lender, by said Uniform Commercial Code. If the lien of this Deed of Trust be subject to any security agreement covering the Chattels, then in the event of any default under this Deed of Trust, all the right title and interest of Grantor in and to any and all of the Chattels is hereby assigned to Lender together with the benefit of any deposits or payments now or hereafter made thereof by Grantor or the predecessors or successors in title of Grantor in the Property.

21. **REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER.** Lender, at Lender's option, may expend funds (including attorneys' fees and legal expenses) to perform any act required to be taken by Grantor or to exercise any right or remedy of Lender under this Deed of Trust. Upon demand, Grantor shall immediately reimburse Lender for all such amounts expended by Lender together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the beneficial interest granted herein. If the Obligations are paid after the beginning of publication of notice of sale, as herein provided, or in the event Lender shall, at its sole option, permit Grantor to pay any part of the Obligations after the beginning of publication of notice of sale, as herein provided, then Grantor shall pay on demand all expenses incurred by the Trustee and Lender in connection with said publication, including reasonable attorneys' fees to the attorneys for the Trustee and for the Lender, and a reasonable fee to the Trustee and this Deed of Trust shall be security for all such expenses and fees.

22. **APPLICATION OF PAYMENTS.** All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Deed of Trust and then to the payment of the remaining Obligations in whatever order Lender chooses.

23. **POWER OF ATTORNEY.** Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Deed of Trust. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Deed of Trust. The powers of attorney described in this Deed of Trust are coupled with an interest and are irrevocable.

24. **SUBROGATION OF LENDER.** Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

25. **COLLECTION COSTS.** To the extent permitted by law, Grantor agrees to pay Lender's reasonable fees and costs, including but not limited to fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultants), which are incurred by Lender in collecting any amount due or enforcing any right or remedy under this Deed of Trust or any other agreement between Grantor and Lender, all whether or not suit is brought and including but not limited to fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions and whether or not such attorney is an employee of Lender.

26. **PARTIAL RELEASE.** Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the Property, nor shall Lender be obligated to release any part of the Property if Grantor is in default under this Deed of Trust.

27. **MODIFICATION AND WAIVER.** The modification or waiver of any of Grantor's Obligations or Lender's rights under this Deed of Trust must be contained in a writing signed by Lender. Lender may perform any of Borrower's or Grantor's Obligations, delay or fail to exercise any of its rights or accept payments from Grantor or anyone other than Grantor without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Deed of Trust shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, Borrower or third party or any of its rights against any Grantor, Borrower or third party or any of the Property. Lender's failure to insist upon strict performance of any of the Obligations shall not be deemed a waiver and Lender shall have the right at any time thereafter to insist upon strict performance.

28. **SUBSTITUTE TRUSTEE.** In case of the death, inability, refusal to act or absence of the Trustee from the State of Utah or in case the holder of the Obligations shall desire for any reason to remove the Trustee or any substitute trustee as trustee hereunder and to appoint a new trustee in his place and stead, the holder of the Obligations is hereby granted full power to appoint in writing a substitute trustee for said Trustee, and the substitute trustee shall, when appointed, become successor to all rights of Trustee hereunder and the same shall become vested in him for the purposes and objects of this Deed of Trust with all the power, duties and obligations herein conferred on the Trustee.

EC 1460286 RK18512 P6772

29. SUCCESSIONS AND ASSIGNS. This Deed of Trust shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

30. NOTICES. Except as otherwise required by law, any notice or other communication to be provided under this Deed of Trust shall be in writing and sent to the parties at the addresses described in this Deed of Trust or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.

31. SEVERABILITY. If any provision of this Deed of Trust violates the law or is unenforceable, the rest of the Deed of Trust shall continue to be valid and enforceable.

32. APPLICABLE LAW. This Deed of Trust shall be governed by the laws of the State of Utah. Unless applicable law provides otherwise, Grantor consents to the jurisdiction and venue of any court selected by Lender, in its sole discretion, located in Utah.

33. MISCELLANEOUS. Grantor and Lender agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Deed of Trust shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. This Deed of Trust represents the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions hereof.

34. ORAL AGREEMENTS. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER UTAH LAW.

35. JURY TRIAL WAIVER. GRANTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF, OR BASED UPON, THIS DEED OF TRUST.

36. ADDITIONAL TERMS.

Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Deed of Trust.

Dated this 11TH day of MARCH, 1997

GRANTOR MYRTLE WINWARD

GRANTOR:

Myrtle Winward
MYRTLE WINWARD

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

E: 1460286-BK1852 PG773

GRANTOR:

GRANTOR:

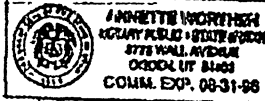
State of Utah

County of Weber

The foregoing instrument was acknowledged before me this 13th day of March

19 97 by _____

My Commission Expires 8-31-98



J. M. Worthen
Notary Public

Residing at Ogden, UT

State of Utah

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____

19 _____ by _____

My Commission Expires _____

Notary Public

Residing at _____

State of Utah

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____

19 _____ by _____

My Commission Expires _____

Notary Public

Residing at _____

State of Utah

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____

19 _____ by _____

My Commission Expires _____

Notary Public

Residing at _____

SCHEDULE A

PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT 1157 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, AND RUNNING THENCE EAST 690 FEET; THENCE SOUTH 6 DEGREES 24' WEST 28 FEET; THENCE SOUTH 13 DEGREE 37' EAST 156.5 FEET; THENCE SOUTH 7 DEGREES 24' WEST 85 FEET; MORE OR LESS TO A POINT THAT IS 892 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE WEST 520 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SOUTHWEST QUARTER; OF SAID SOUTHWEST QUARTER; THENCE NORTH ALONG SAID QUARTER SECTION LINE 265.00 FEET TO THE PLACE OF BEGINNING TOGETHER WITH AND SUBJECT TO RIGHTS-OF-WAY FOR ROADS AND NOW LOCATED AND USED.

TOGETHER WITH AND SUBJECT TO RIGHT OF WAY (1039-368).

County: WEBER

SCHEDULE B

FIRST DEED OF TRUST HELD BY GREAT WESTERN THRIFT AND LOAN TOGETHER WITH AND SUBJECT TO RIGHTS -OF-WAY FOR ROADS AND NOW LOCATED AND USED.

TOGETHER WITH AND SUBJECT TO RIGHT OF WAY (1039-368).

Et 1460286 BK1852 PG774

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.



KeyBank

KeyBank National Association
FIVE POINTS
South Main
Lake City, UT 84144
KEY BANK (Lender)

E# 1460287 BK1852 PG775
DOUG CROFTS, WEBER COUNTY RECORDER
14-MAR-97 333 PM FEE \$18.00 DEP MH
REC FOR: UNITED.TITLE.SERVICES

REQUEST FOR COPY OF NOTICE OF DEFAULT AND NOTICE OF SALE

BORROWER	GRANTOR
MYRTLE WINWARD	MYRTLE WINWARD TRUSTEE
ADDRESS 491 EAST 3875 NORTH NORTH OGDEN, UT 84414 TELEPHONE NO (801)7827141	ADDRESS 491 EAST 3875 NORTH NORTH OGDEN, UT 84414 TELEPHONE NO (801)7827141
IDENTIFICATION NO	IDENTIFICATION NO.

REQUEST is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust filed for record on OCTOBER 31, 1995, and recorded in Book 1778, Page 560, with recorder's entry number 1371310, WEBER County, Utah, executed by Grantors described above, as Trustor, in which GREAT WESTERN THRIFT AND LOAN is named as beneficiary and PAUL D. VEASY, A MEMBER OF THE UTAH STATE BAR as Trustee, be mailed to KeyBank National Association FIVE POINTS 50 South Main Salt Lake City, UT 84144

10 043-0007 ✓

(Legal Description)

PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT 1157 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, AND RUNNING THENCE EAST 490 FEET; THENCE SOUTH 6DEGREES 24' WEST 28 FEET; THENCE SOUTH 13 DEGREE 37' EAST 156.5 FEET; THENCE SOUTH 7DEGREES 24' WEST 85 FEET; MORE OR LESS TO A POINT THAT IS 892 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE WEST 520 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SOUTHWEST QUARTER; OF SAID SOUTHWEST QUARTER; THENCE NORTH ALONG SAID QUARTER SECTION LINE 265.00 FEET TO THE PLACE OF BEGINNING TOGETHER WITH AND SUBJECT TO RIGHTS-OF-WAY FOR ROADS AND NOW LOCATED AND USED.
TOGETHER WITH AND SUBJECT TO RIGHT OF WAY (1039-368).

This Request is made in accordance with Section 57-1-26 Utah Code Annotated (1953 as amended)

LENDER KeyBank National Association
FIVE POINTS

BY:

MIKE TIMIAN
LOAN OFFICER

STATE OF UTAH

County of WEBER

.SS

On the

13th day of March

A.D., 19 97

, personally appeared before me

Mike Timian, who being by me duly sworn, did say that he is the Loan Officer of the Lender, a corporation, and that said instrument was signed on behalf of said corporation by authority of a Resolution of its Board of Directors and that said

acknowledged to me that said corporation executed the same

NOTARY PUBLIC

Residing at



NOTARY PUBLIC
JENNIFER L. WILSON
21 Harrisville Road
Ogden, Utah 84404
My Commission Expires
February 28, 1998
STATE OF UTAH

My Commission Expires 2.28.98

775



KEY EQUITY OPTIONS AGREEMENT & DISCLOSURE STATEMENT

KeyBank, National Association

CUSTOMER NAME: MYRTLE F. WINWARD

Date: March 11, 1997

LOAN NUMBER:

440210043541

Introduction. This Agreement & Disclosure Statement (the "Agreement") covers your Key Equity Options line of credit account (the "account," "Key Equity Options account") with KeyBank, National Association (the "Bank"). It describes your variable rate, open-end, revolving line of credit with the Bank (the "variable rate portion") and the Fixed Rate Loan option by which you may elect to repay certain advances against your line of credit (the "line") through a "Fixed Rate Loan" for a specified term. In this Agreement the words "you," "your" and "yours" mean anyone who signs this Agreement or uses this account. The terms "Bank," "us," "we," or "our" mean KeyBank, National Association and any successor or assign. Read carefully before signing.

1. KEY EQUITY OPTIONS ACCOUNT

1. **NATURE OF ACCOUNT:** Your account is an open-end, variable rate, revolving line of credit from which you may request advances (including an advance for a Fixed Rate Loan as explained below) during the draw period. By repaying any amount advanced, you are able to borrow that amount again during the draw period, as you need it, provided that the total of advances and related charges outstanding does not exceed the credit limit established with the Key Equity Options line; that the Bank has not exercised the right to terminate the Agreement or to restrict your right to receive advances or reduced your credit limit; or that you have not canceled the Agreement or restricted your right to obtain advances. At the end of the draw period you will no longer be able to obtain advances as you will have entered the repayment phase of the Agreement.

2. **PROMISE TO PAY:** Any person who signs this Agreement or uses this account promises to pay all credit extended through this Key Equity Options account (including any Fixed Rate Loan requests) and all related charges including, but not limited to, advances; finance charges; annual membership fees; and late, collection or other charges (including reasonable attorney's fees and related collection costs incurred in proceedings to enforce or defend the terms of this Agreement or in realizing on the real property or other collateral securing this Agreement) assessed to, or owing on the account, even if the credit extended was authorized by the other person(s) using the account.

3. **CREDIT LIMIT:** An approved credit limit of \$ 115,000.00 established for your Key Equity Options line of credit account. During the draw period, you may obtain advances, repay and then obtain additional advances, provided such advances would not cause your credit limit to be exceeded. During the repayment period, you will no longer be entitled to obtain advances. You agree not to request an advance which would cause the total of advances outstanding, together with all other sums owed under this Agreement (including finance charges and other charges), to exceed the credit limit.

4. **SECURITY:** All advances made in connection with this Agreement are secured by a Deed of Trust or Mortgage (the "Security Instrument") on the real property and improvements (the "Property") located at (Property Address) 491 EAST 3874 NORTH
NORTHOGEN UT 84114

The terms of the Security Instrument are incorporated herein by this reference. Other property held by us as collateral securing other loans (unless the other property is the principal residence of any person having an ownership interest in that property) may also secure your account.

5. **ACCESS TO YOUR ACCOUNT:** You may obtain and direct advances from your Key Equity Options account, up to your credit limit, as follows:

A. **Cash Advances:** In all cases by requesting a direct cash advance at any of our banking offices during normal business hours.

B. **Telephone Transfer:** If you have a deposit account with us and have been approved for telephone transfers, known as "Key Express Funds Transfer", by making a telephone transfer request for a specified sum to be advanced under your Key Equity Options account and deposited in a deposit account that you maintain with the Bank. This telephone transfer feature is optional. You may call us for details on how to authorize a transfer.

C. **Overdrafts:** If you have a demand deposit or NOW (negotiable order of withdrawal) account with us that is "linked" to your Key Equity Options account, by an overdraft of that "linked deposit account" up to the amount of your Key Equity Options limit. A "linked" account is the demand deposit or NOW account (the "linked deposit account") with us that you have requested us to "link" or otherwise connect to your Key Equity Options credit account to provide overdraft protection for the "linked deposit account" up to the amount of credit available under your Key Equity Options credit account. Only one deposit account may be "linked" to your Key Equity Options account for the overdraft protection. (Deposit accounts which have overdraft protection under a separate agreement may not be "linked" to the Key Equity Options account unless the overdraft protection feature is converted to your Key Equity Options account and then is governed by the terms of this Agreement.) The linking of a deposit account to your Key Equity Options account is optional, but you will not enjoy any overdraft privileges unless you do "link" a deposit account to your Key Equity Options account. If the "linked deposit account" becomes overdrawn, funds will automatically be transferred to the "linked deposit account" in an amount sufficient to cover the overdraft. "Overdrafts" of the "linked deposit account" will be covered up to the amount of your available Key Equity Options credit limit whether the overdraft occurs through charges or other debits to the "linked deposit account", or your accessing the "linked deposit account" by writing a check or presenting some other written order; by making a withdrawal through the use of an Automated Teller Machine ("ATM(s)") or similar device; by making a withdrawal through the use of your debit card, or any other device by which you can access the funds in your "linked deposit account". The person(s) who sign this Agreement as borrower(s) must also be the same and only person(s) who are identified as owners of the "linked deposit account". Call us or visit your nearest Key Branch for further information on how to "link" a deposit account to your Key Equity Options Account.

D. **Fixed Rate Loan Option:** In all cases by requesting a "Fixed Rate Loan" repayable over a specified term as described in Part II below.

6. **USE OF CHECKS, ATMs, DEBIT CARDS:** The use and cost of checks, ATMs, debit cards or other devices as a means of accessing your Key Equity Options account are governed by the separate deposit account rules and disclosures which you received in connection with the opening of your deposit account or in connection with receiving any device by which you could access that deposit account.

7. **DEPOSIT ACCOUNT OPTIONS:** In order to access your Key Equity Options credit account by telephone transfer or through overdrafts from the "linked deposit account", you must maintain one or more eligible deposit accounts with us throughout the term of this Agreement, including the term of any Fixed Rate Loan option. No separate minimum balance or usage requirements for those deposit accounts are imposed under this Agreement. If you fail to obtain or maintain a "linked deposit account", you will not be able to access your Key Equity Options account through an overdraft of that "linked deposit account". If you fail to obtain or maintain your ability to effect telephone transfers among deposit accounts with us, then you will not be able to obtain an advance from your Key Equity Options credit account through a telephone transfer.

Both the "linked deposit account" with overdraft privileges and the telephone transfer features described in this Agreement are optional features of the Key Equity Options credit account. You are not required to open or maintain any deposit account with the Bank under your Key Equity Options account unless you elect either or both of these additional means of access to your Key Equity Options account.

8. **TERM/MINIMUM PAYMENT: Variable Rate Portion. Draw Period.** The length of the "draw period" during which you can obtain advances against your account is 15 years (180 months). During the draw period, payments are due monthly. You agree that during the "draw period" you will make payments in the following amounts.

Required Minimum Payment. (Select one of the following payment options.)

☐ An amount equal to accrued Finance Charges.

☒ An amount equal to the greater of (i) 1/240 of your principal balance owing at the end of the last billing cycle plus any finance charges, or (ii) \$100.00. If your minimum payment calculated according to the preceding formula would be less than \$100.00, the minimum payment will equal \$100.00 or the outstanding balance of your account, whichever is less. Balances of less than \$100 must be paid in full.

Under each of these options, your minimum payment will also include (i) any past due amounts, (ii) any optional insurance premiums, (iii) certain fees or charges and (iv) any amounts outstanding in excess of your credit limit. The minimum payment may not fully repay the principal outstanding on your account.

Repayment Period. After the draw period ends, you will not be able to obtain any more advances and you will begin to repay your outstanding balance by making consecutive monthly payments over 25 years (180 months). During the Repayment Period, payments will be due monthly. Your minimum monthly payment will be computed at the beginning of the Repayment Period and each year thereafter, to yield the level monthly payment amount necessary to fully amortize the outstanding balance, together with FINANCE CHARGES, over the remaining term of the Repayment Period at the then current APR. There will be a minimum payment of \$100 and if your balance is less than \$100, the full amount will be due. Your minimum payment will also include any past due amounts, any fees charged to your account, and any optional insurance premiums.

Under certain conditions during the repayment period, your payments may not cover the finance charges that accrue and "negative amortization" will occur. Negative amortization will increase the amount that you owe us and reduce your equity in your home.

Payments. The minimum payment during the draw or repayment periods is due 25 days after the statement date shown on your billing statement.

Final Payment. You must pay all amounts owed on the variable rate portion of your Key Equity Options account by the due date of the billing statement issued on the 360th billing cycle or approximately 30 years after the date of this Agreement. (Note: See Section 13 for Fixed Rate Loan Option requirements.)

9. **CREDIT INSURANCE:** If we have offered you credit insurance on the variable rate portion of your account and you have elected to purchase it from us, you authorize us to add the cost of insurance premiums to your account each monthly billing cycle. If you want this optional insurance, you must complete the separate application. We may allow you to exceed the credit limit temporarily from time to time to accommodate these premium amounts. Advances in excess of your credit limit, however, will not be secured by the Property described in this Agreement which is also your primary residence. **Notice:** Credit insurance on the variable rate portion of your account will not insure any amounts owed under the Fixed Rate Loan option. (See Part II for your insurance options for Fixed Rate Loans.)

10. **FINANCE CHARGE: Variable Rate Portion.** The Finance Charge on the variable rate portion of your account is figured on the Average Daily Balance. The Average Daily Balance is figured this way: we take the beginning balance each day and add to it any new transactions and other debit amounts (each of which is effective as of the date of the advance or charge, or the first day of the billing cycle, whichever is later). Next, we subtract any payments and credits, and we also subtract any unpaid Finance Charges, late charges, annual fees, and premium charges for credit insurance on the variable rate portion of your account. This gives us your Daily Balance. Then we add up all Daily Balances and certain other charges in the billing cycle and divide this total by the number of days in the billing cycle to get your Average Daily Balance. The Finance Charge is figured this way: we multiply the Average Daily Balance by the number of days in the billing cycle and apply to it the Daily Periodic Rate. This is the Finance Charge. The Finance Charge = Average Daily Balance x number of days in the Billing Cycle x Daily Periodic Rate. There is no grace period. The Daily Periodic Rate is a variable rate which may change if there is a change in the Index. The "Index" the Bank will use to determine the Daily Periodic Rate (and the corresponding Annual Percentage Rate) is the "Prime Rate" as published in *The Wall Street Journal* on the first Bank business day of the month preceding the beginning of the billing cycle. The Index is published in each edition of *The Wall Street Journal*. Where more than one Prime Rate is published in any edition, the Index will be the highest of the Prime Rates set forth. If the Index becomes unavailable the Bank will choose another Index which is also readily available and verifiable by you and which is beyond our control. The Bank may also change the margin (as described below). The selection of any replacement Index and margin will be done in compliance with applicable law. (See section entitled "Substitution of Index".)

To determine the Daily Periodic Rate in effect for each billing cycle, we take the Index in effect, add a margin of 1.5 percentage points and divide by the number of days in the year (365 or 366). The Annual Percentage Rate is the Index in effect plus 1.5 percentage points. The Annual Percentage Rate can change with each billing cycle or approximately every month. If the Index increases in value (assuming the same outstanding balance), the Annual Percentage Rate and minimum payment will also increase; if the Index decreases in value (assuming the same outstanding balance) the Annual Percentage Rate and minimum payment may decrease, but the minimum payment during the draw period will always be at least the accrued Finance Charges. If you chose the interest only payment option or, the lesser of \$100 or the outstanding balance. If you chose the principal plus interest payment option. During the repayment period, the minimum payment will always be at least the lesser of \$100 or the outstanding balance. If the Daily Periodic Rate increases, a lesser portion of your minimum monthly payment will be applied to principal and a greater portion will be applied to Finance Charge.

The Daily Periodic Rate will not exceed 0.0575342% (0.0493150% in ID). This is an ANNUAL PERCENTAGE RATE of 21% (18% in ID). As of 03/11/97, the Daily Periodic Rate is .0267% and the corresponding ANNUAL PERCENTAGE RATE is 9.71.

The Annual Percentage Rate does not include costs other than interest. The Annual Percentage Rate does not take into account your optional "linked deposit account". Payment in full of the new balance by the due date will not avoid the assessment of Finance Charge on the balances from the date shown on your statement through the date paid. Finance charges begin to accrue as of the effective date of the advance or charge. There is no grace period.

11. **ANNUAL MEMBERSHIP FEE:** Your Key Equity Options account will be charged an annual membership fee of \$50 during the draw period whether or not you use the account. Your membership entitles you to a pre-approved line of credit, an itemized monthly statement of all credit transactions, payments, and charges; several means of access and the option of being able to convert to a fixed rate, fixed term repayment schedule as described in this Agreement. The membership fee will be charged to your account upon signing the Agreement and will automatically be charged to your account annually on the first month of the anniversary date of the opening of your account. The membership fee is non-refundable and you will owe it once it is charged to your account whether or not your account is subsequently changed, suspended or terminated for any reason.

12. **ACCOUNT OPENING CHARGES:** In order for the Bank to obtain a security interest in the Property, the following costs were paid on your behalf and you agree to pay these costs, unless we agree to waive them.

Recording Fee \$ 16.00 POC Title Search or Insurance \$ 125.00 POC Appraisal \$ 65.00 POC
Credit Reports \$ N/A Flood Hazard Search \$ 11.00 Other \$ 4.00 Tracking Fee

If the bank does agree to waive any or all of the third party fees shown above and your account is terminated by you or the Bank, for any reason, within the first three years of the date of this Agreement, you agree to reimburse the Bank for the total cost of the third-party fees shown above which were paid by the Bank in connection with the opening of your account. These fees will be payable, in full, upon demand by the Bank. At the option of the Bank, these fees

may be charged against your credit limit as an advance, although the proceeds of the advance will be paid to the Bank and you will be assessed Finance Charges on the advance for payment of these fees from the date of the advance. We will not collect these fees for Idaho customers.

11. FIXED RATE LOAN OPTION (13-17)

13. NATURE OF THE LOAN OPTION: During the draw period you may use the Fixed Rate Loan Option (the "Option") to establish a Fixed Rate Loan within your account. A Fixed Rate Loan will have a fixed interest rate and specified term and allows you to repay a specified loan amount in substantially equal consecutive monthly payments. A Fixed Rate Loan may be for any amount between \$5,000 and the amount of credit available to you (up to the credit limit established for your account) at the time you exercise the Fixed Rate Loan Option. Alternatively, you may also convert any amount that you owe under the variable rate portion of your Key Equity Options account to a Fixed Rate Loan, allowing you to repay the amount owed as a Fixed Rate Loan. If there is a Fixed Rate Loan outstanding, your account will consist of a variable rate portion (reflecting activity concerning the variable rate line of credit) and a Fixed Rate Loan portion (reflecting the advances) against the line which you have elected to repay in the form of a fixed rate specified term loan(s). Your monthly statement will reflect both portions of your account. If a Fixed Rate Loan is for an amount from \$5,000 to \$19,999 you may choose a term between 12 and 120 months. If a Fixed Rate Loan is for \$20,000 or more, you may choose a term between 12 and 240 months. The term of a Fixed Rate Loan may extend beyond the maturity of the variable rate portion of your account, except for Wyoming accounts. In the case of Wyoming accounts, the maturity of any Fixed Rate Loan(s) cannot extend beyond the maturity of the variable rate portion of the account.

Payments: You agree to repay any such Fixed Rate Loan at the interest rate, for the term and with such other conditions as agreed upon at the time you exercise the Option. You also agree to repay any Fixed Rate Loan according to the payment terms described below and not according to the repayment terms described in this Agreement with regard to the variable rate portion of your account or the line of credit. If at the time that the variable rate portion of your account matures you still owe money under the terms of any Fixed Rate Loan(s), you shall continue to make payments on such loan(s) according to the terms of the Fixed Rate Loan confirmation notice(s) and the terms of this Agreement. In the case of Wyoming accounts, any Fixed Rate Loan(s) will be due in full at the time the variable rate portion matures.

Available Credit: This Agreement establishes your overall credit limit under the Key Equity Options account. Your credit limit will be reduced by advances taken against your account as described above and by the amount of any Fixed Rate Loan(s) which you elect to take. During the draw period, any amount(s) you repay against the outstanding principal balance of the line of credit or any Fixed Rate Loan will increase the amount of credit available to you accordingly (as described in this Agreement).

14. CONDITIONS FOR EXERCISING FIXED RATE LOAN OPTION: You may exercise a Fixed Rate Loan Option if:

- A. you are in the draw period; and
- B. no default exists under the terms of the Agreement; and
- C. there are not more than three Fixed Rate Loans outstanding after you exercise the Option; and
- D. you have not exercised more than one Fixed Rate Loan Option within the previous 365 day period; and
- E. you sign any request forms that may be required by the Bank to confirm your decision to exercise the Fixed Rate Loan Option.

You may also exercise your Fixed Rate Loan Option to convert any amounts owing under the variable rate portion of your account to a Fixed Rate Loan. In no case may you exceed your credit limit by exercising your Fixed Rate Loan Option. You may use the proceeds of a new Fixed Rate Loan for any purpose including to pay off all, or part of, an existing Fixed Rate Loan.

15. FINANCE CHARGE: FIXED RATE LOAN OPTION: The Finance Charge on the fixed rate loan portion of your account is made up of the sum of two components as follows: A. The first component is calculated by multiplying the Daily Balance for each day by the Daily Periodic Rate then in effect. Then we add all the daily FINANCE CHARGES together to get the total accrued FINANCE CHARGE for the billing cycle. B. The second component is the fixed rate loan fee, whether financed or separately paid. (FINANCE CHARGE = A + B.)

Daily Balance: The Daily Balance is figured this way: we take the beginning principal balance (which excludes unpaid FINANCE CHARGES [except for any financed loan fee] and certain other charges, if any) each day and add to it any new debit amounts (each of which is posted as of the effective date of the transaction). The principal balance includes the amount of the advance or loan and any other items that are financed, such as insurance premiums, if any, and the loan fee, if any. Next, we subtract any payments and credits posted to your account's principal balance (each of which is posted as of the effective date of the transaction). This gives us your Daily Balance.

Daily Periodic Rate: The Daily Periodic Rate on the Fixed Rate Loan Portion will be determined by a formula described below and applied on the date the loan is posted in your account. To determine the Daily Periodic Rate for a Fixed Rate Loan, we will take the Index in effect, add the appropriate interest rate margin based on the amount of the Fixed Rate Loan requested and divide by the number of days in the year (365 or 366). The Index used by the Bank to determine the Daily Periodic Rate (and the corresponding Annual Percentage Rate) is the "Prime Rate" as published in *The Wall Street Journal* on the first Bank business day of the month preceding the beginning of the current billing cycle. The Index is published in each edition of *The Wall Street Journal*. Where more than one Prime Rate is published in any edition, the Index will be the highest of the Prime Rates set forth. If the Index becomes unavailable the Bank will choose another Index which is also readily available and verifiable by you and which is beyond our control. The Bank may also change the margin (as described below). The selection of the replacement Index and margin will be done in compliance with applicable law. (See section entitled "Substitution of Index".)

To that Index value we will add a margin of 1.75% for loans between 12 and 120 months and 2.25% for loans of more than 120 months to 240 months. As of 03/11/2021 the daily Periodic Rate for a Fixed Rate Loan Option of between 12 and 120 months is .027192%. This is an ANNUAL PERCENTAGE RATE of 10.00%. As of 03/11/2021, the daily Periodic Rate for a Fixed Rate Loan Option of more than 120 months to 240 Months is .02767%. This is an ANNUAL PERCENTAGE RATE of 10.22%. Once a Fixed Rate Loan has been established, the Daily Periodic Rate for that Fixed Rate Loan will not change. However, if the Daily Periodic Rate quoted to you for a Fixed Rate Loan Option changes before you exercise the Option, the corresponding monthly payment may be different than the one quoted to you. An increase in the Daily Periodic Rate may increase the monthly payment. The Annual Percentage Rate (shown here) does not include costs other than interest. Finance Charges begin to accrue as of the effective date your Fixed Rate Loan Option is posted to your account.

16. FIXED RATE LOAN FEE - FINANCE CHARGE: You will pay a Fixed Rate Loan fee of \$30 when you elect to exercise a Fixed Rate Loan Option, except for the first time you exercise an Option, for which no Fixed Rate Loan Fee will be charged. The Annual Percentage Rate shown on your monthly statement will increase for the month in which the loan fee is imposed. It may exceed the maximum "nominal" Annual Percentage Rate shown above because it includes costs other than interest. This is the second component of the FINANCE CHARGE.

17. PAYMENTS ON FIXED RATE LOAN(S): You will repay any Fixed Rate Loan in consecutive, substantially equal monthly payments. The monthly payment due on any Fixed Rate Loan will be an amount of principal and interest sufficient to amortize the Fixed Rate Loan over the term selected by you at the time the Option is exercised. You will be told the monthly payment and payment due date when you exercise the Option. This payment will be in addition to the minimum monthly payment due for your variable rate portion under the Key Equity Options line of credit account as described in the Agreement. Disclosures of the monthly payment and payment due will be based on an estimated disbursement date. You may make the monthly payments on any Fixed Rate Loan(s) by: (1) using our automatic repayment service to have the payment debited from your designated deposit account with us, or (2) requesting a book of coupons to use when submitting your payments. In order to make a payment on, or fully repay, any Fixed Rate Loan, you must make the payment using credit that you have available under your Key Equity Options account or using funds from an outside source. You may not, however, exceed your Key Equity Options account credit limit to make a payment on, or to fully repay, any Fixed Rate Loan received in connection with your Key Equity Options account.

18. **FIXED RATE LOAN OPTION - INSUFFICIENT FUNDS CHARGES FOR AUTOMATIC REPAYMENT:** A charge of \$15 will be assessed if there are insufficient funds in your deposit account when a payment is attempted through automatic repayment service.

19. **FIXED RATE LOAN OPTION - CREDIT INSURANCE:** Credit insurance is not required on any Fixed Rate Loan(s). If you elect insurance on the variable rate portion of your Key Equity Options line of credit, that insurance does not cover any Fixed Rate Loan. In order to obtain insurance on a Fixed Rate Loan, you must complete a separate insurance application even if you elected insurance on the variable rate portion. If you elect to purchase this insurance, you authorize us to add the premium, as shown on the insurance application, to the Fixed Rate Loan Portion(s). We may allow you to exceed the credit limit temporarily from time to time to accommodate these premium amounts. Advances for insurance premiums will be secured by the Property described in Section 4, except that advances in excess of your credit limit will not be secured by the Property.

20. **EXERCISING THE FIXED RATE LOAN OPTION:** To exercise the Fixed Rate Loan Option call 1-800-KEY2YOU 24 hours a day, seven days a week, or at such other times or locations as we tell you.

21. **NEGATIVE AMORTIZATION:** Under certain circumstances, depending in part upon the length of time between the date that you exercise the Fixed Rate Loan Option and your first payment date, your monthly payments may not cover the Finance Charge that will accrue and "negative amortization" will occur. Negative amortization will increase the amount that you owe us and reduce the equity in your home.

22. **OTHER TERMS FOR FIXED RATE LOAN OPTIONS:** Except as noted above all other terms and conditions of any Fixed Rate Loan are governed by, and subject to, the terms of this Agreement.

III. OTHER TERMS APPLICABLE TO KEY EQUITY OPTIONS ACCOUNT - INCLUDING FIXED RATE LOANS

23. **LATE FEE:** If a Minimum Payment is received more than 10 days late (15 days in Idaho), you will be charged a late fee equal to 5% of the Minimum Payment of the variable rate portion of the account or the legal maximum, whichever is greater. In addition, if the required monthly payment on any Fixed Rate Loan is received more than 10 days late (15 days in Idaho), you will be charged a late fee equal to 5% of the overdue payment on each Fixed Rate Loan which is overdue, or the legal maximum, whichever is greater.

24. **COPYING CHARGE/RESEARCH FEE:** If you need to request additional copies of checks, previous statements or other documents, you will be charged \$1.50 per item to cover the cost of researching and producing the document for you. You will also be charged \$15.00 per hour to cover the cost of researching an item. There is, of course, no charge if an error is found in billing.

25. **COSTS OF COLLECTION/ENFORCEMENT:** You agree to pay all costs which we incur in collecting amounts owed under this Agreement or in enforcing or defending our rights under this Agreement. These may include court costs, filing fees, reasonable attorney fees and related items whether or not a lawsuit is instituted. We may directly charge your account for these costs.

26. **TAX DEDUCTIBILITY:** You should consult a tax adviser regarding deductibility of interest and charges for the account.

27. **PARTIAL PAYMENTS:** We may accept partial payments whether or not marked "paid in full" without losing our rights under this Agreement.

28. **PREPAYMENT:** You may pay the outstanding balance on your Key Equity Options account in full, or part, without penalty.

29. **APPLICATION OF PAYMENTS:** We may apply your payment on your account to Finance Charges, to credit insurance premiums (if any), other charges and fees, and principal in the order we deem appropriate.

30. **MONTHLY STATEMENT:** We will send you a monthly statement for each monthly billing cycle when there is a debit or credit balance of more than \$1.00 or when a finance charge has been imposed unless your account is deemed to be uncollectible. The statement will show the number of days in the billing cycle, the beginning balance and the ending (new) balance for the variable rate portion. The statement will also show the minimum payment amount, the payment due date and your available credit. Your advances, payments, credit insurance premiums, other charges such as annual membership fee or late charges, or other adjustments will be described as applicable. Any finance charges that you owe will also be shown. You must report any differences between the monthly statement and your records in us within 15 days of receiving the statement. This time limit will not affect any rights you may have under the Electronic Fund Transfer Act (see related deposit account disclosures) or the Fair Credit Billing Act (see "Your Billing Rights" notice in this Agreement). Canceled checks used by you to obtain advances from the "linked deposit account" will not be returned with your Key Equity Options monthly statement.

31. **MAKING PAYMENTS/RETURNED ITEM CHARGES:** Payments should be mailed to the address indicated on your monthly billing statement. You may also make payments by transferring funds from any deposit account with the Bank to your Key Equity Options account. (Payments by "transfer" can be done at any branch. If you want to be able to "transfer" by phone, call Key Express or us to complete the authorization forms.) If you make a payment to the Bank by means of a check or other like item for any amount due under the Agreement or the Security Instrument which secures the debt owed under the Agreement, and the check or other item is dishonored due to insufficient funds or for some other reason so that payment is not actually made, you agree to pay the Bank a \$15.00 fee (unless otherwise prohibited by applicable law) which fee will be charged against the variable rate portion of your Key Equity Options account.

32. **CHECK STOP PAYMENT FEE:** A fee of \$15.00 may be charged in connection with each check stop payment order.

33. **TAXES, INSURANCE AND SENIOR LIENS:** You promise to pay all senior liens (those recorded before ours), taxes, assessments and other charges on the Property when due. You also agree to keep the Property insured by companies and in amounts acceptable to us with fire and theft insurance, flood insurance if the Property is located in a special flood hazard area, and extended coverage. We will not unreasonably withhold our consent for you to deal with any company. Any policies obtained must include evidence of property insurance and show us as loss payee. If you fail to pay any senior liens, assessments, taxes or insurance premiums we may, at our option, make these payments and charge them as an advance against your Key Equity Options account, even if by doing so your credit limit is exceeded.

34. **TITLE INSURANCE/TITLE REPORT CHARGES:** If in connection with a review of the status of the account the Bank requires a new or updated title insurance policy or title report, the Bank may charge your account for any costs it incurs, up to a maximum of \$500.

35. **RECONVEYANCE/SATISFACTION:** When we release or otherwise satisfy the Security Instrument, you may be charged a reconveyance or satisfaction fee, which fee is estimated to be \$43.00.

36. **DUE ON SALE/ASSUMPTION/ASSIGNMENT:** Your Key Equity Options account is not assumable and unless otherwise prohibited by law all amounts owed in connection with your account (including Fixed Rate Loans) will become due and payable in full if you sell or transfer your interest in the Property securing this account. You also agree that you will neither assign any rights that you may have under this Agreement (including the right to obtain advances and/or exercise an option for a Fixed Rate Loan), nor transfer your obligations to make payments owing under this Agreement, to any other person(s), without the Bank's prior written consent. These are material obligations. The breach of these obligations will allow the Bank to restrict your right to obtain advances or loans, reduce your credit limit, and/or terminate this Agreement, as provided for in this Agreement and as permitted under applicable law. The Bank may assign your account and the Security Instrument to another party without your consent.

37. CREDIT INFORMATION/CHANGE OF ADDRESS: You agree to furnish us with current financial information and other information which we may request in the future to evaluate your financial circumstances within 30 days of our request. You agree to inform us in writing of any material change in your financial situation, or any change of your home or mailing address or, if you change your name, within 30 days after any such change. You agree that the Bank may, from time to time, obtain an updated credit report on you without first notifying you or obtaining your consent.

38. REAPPRAISAL: You agree that the Bank has the right to inspect and reappraise any Property which secures advances made under this Agreement, for as long as the Agreement is in effect or as long as any balance owed under the Agreement is still outstanding. If requested, you will give the Bank permission to enter your dwelling and other Property to inspect and reappraise. The Bank will conduct its inspection upon reasonable notice and at reasonable times. If the Bank, in good faith, believes it is legally required to have the Property reappraised then the Bank may charge your account for any costs that it incurs in obtaining any reappraisal or in the appraisal review process, even if performed by Bank employees, up to a maximum of \$1,000.

39. CHANGE OF TERMS: The terms of this Agreement, in general, may not be changed except upon the mutual written agreement between you and the Bank. This rule is not applicable where the Agreement specifically authorizes us to unilaterally implement a change, for example, substituting a new Index if the current Index becomes unavailable; by reducing the credit limit or preventing you from obtaining additional advances during any period in which the maximum ANNUAL PERCENTAGE RATE which the Bank may charge is reached; or changes that are beneficial to you; or changes that are insignificant. Once effective, the new terms apply to the new transactions as well as any outstanding balances.

40. GIVING OF NOTICES: Any notice that must be given under this Agreement will be delivered or mailed to your address shown on our records. Any mailed notice will be considered to have been delivered when actually received or on the third business day after it is mailed, whichever is earlier. Any notice you send us is to be sent to Key Bank, Post Office Box 16666, Boise, Idaho 83715, unless we notify you otherwise in writing.

41. MULTIPLE PARTIES: If more than one person signs this Agreement as "Borrower" each is wholly responsible under this Agreement. Unless otherwise required by applicable law, the Bank can send any statement or notice concerning this Agreement to any of the persons signing this Agreement as "Borrower" and it will be effective on all who sign as "Borrower."

42. SUBSTITUTION OF INDEX: If the Index used in this Agreement becomes unavailable for whatever reason, we may change the Index and margin as permitted by applicable law. We will notify you of the substitute or replacement Index and will attempt to choose one which closely resembles the present Index. If the source of any Index changes from that shown in the Agreement, we may continue to use the Index if it is available from another source.

43. RESTRICTION OR REDUCTION OF CREDIT LIMIT: We can refuse to allow any additional advances or reduce your credit limit if: (a) the value of the dwelling securing the credit line declines significantly below its original appraised value for purposes of the credit line; (b) we reasonably believe you will not be able to meet the repayment requirements due to a material change in your financial circumstances; (c) you are in default of a material obligation (as that term is defined below) in the Agreement; (d) government action prevents us from imposing the annual percentage rate provided for or impairs our security interest such that the value of the interest is less than 120 percent of the credit line; (e) a regulatory agency has notified us that continued advances would constitute an unsafe and unsound practice; (f) the maximum annual percentage rate is reached; or (g) the Bank is entitled to terminate the Agreement and to demand immediate payment in full under the terms of the Agreement, but has decided to temporarily take the less severe alternative of prohibiting additional advances or of reducing the maximum credit limit. The Bank's waiver of its right to terminate the Agreement and to demand immediate payment in full on any occasion will not prohibit it from exercising that right at a later time if any event occurs, or continues to exist, which would allow the Bank to terminate the Agreement and demand immediate payment in full.

If we exercise our rights to prohibit additional advances or to reduce your maximum credit limit, we will notify you as required by law. You will then be required to request us to reinstate your former credit privileges when you can demonstrate that the event(s) that caused our action have been eliminated. We will then review your request and advise whether the credit privileges will be restored. Credit privileges will be restored if the event(s) that led to the suspension have been satisfactorily eliminated or cured and no other event or condition exists that would independently allow us to exercise our right to terminate the Agreement, prohibit additional advances, or reduce your maximum credit limit.

44. YOUR RIGHT TO STOP FUTURE ADVANCES: Each person who signs this Agreement may request us not to permit any additional advances under the Key Equity Options account. In order to do so, you must telephone us at the number listed on the monthly statement or write us at Post Office Box 16666, Boise, Idaho 83715.

45. STOP ALL FUTURE ADVANCES: You may direct us to refuse to honor future advances under the Key Equity Options account that are requested by any authorized signer. We may continue to honor requests until we have had reasonable time to act upon your request. You agree that we do not guarantee that every request for a future advance will be rejected after your request. You understand that we will act within a reasonable time to honor your request to "freeze" the Key Equity Options account. Future advances may not be obtained until you request us in writing to reactivate your Key Equity Options account. If your request is given by telephone, we may require you to confirm the request in writing. If you or another authorized signer make such a request, no Borrower will be permitted to obtain an advance until the Key Equity Options Agreement has been reactivated at the specific written request of the person who directed us to stop honoring future advances and of every other person designated as Borrower under this Agreement. You will hold us harmless from any claim by any party for either stopping payment on a check or order from a deposit account that is linked to the Key Equity Options Account or for ceasing to honor requests for advances. You will resolve any such claims and will reimburse us for all expenses that we incur in defending any actions or claims brought against us, including reasonable attorney's fees, whether or not a lawsuit is commenced.

46. EFFECT OF STOPPING FUTURE ADVANCES: If you direct us to stop honoring requests for advances, or if we cease honoring requests for advances, as provided for in this Agreement, your obligations under this Agreement will continue notwithstanding. Moreover, you will still be obligated to pay all amounts due under this Agreement, regardless of whether the advance is made, any check is paid or any other request for an advance whether by check, written order, telephonic request, ATM usage or any other means of access is honored.

47. MATERIAL OBLIGATIONS: We consider the following to be your material obligations under this Agreement for purposes of the above section entitled "Restriction or Reduction of Credit Limit": to make all payments required under the Agreement and Security Instrument in full and on a timely basis; to act or refrain from acting in such a manner so as not to adversely affect our security for advances made under the Agreement, or any right in that security; not to engage in fraud or misrepresent any information supplied to us in connection with any phase of the Key Equity Options account; to provide financial information and access to the Property which secures the Line (for purposes of reappraising the Property) as requested by the Bank; not to assign or transfer any ownership interest you have in the Key Equity Options account, or in the Property which secures it, to anyone without our prior written consent; not to default on any payment(s) or obligation(s) owed under the terms of any prior mortgage or security interest in the Property; to pay all insurance premiums as described in this Agreement; to use the Property in a lawful manner and in accordance with all applicable laws and regulations, including any environmental laws and regulations; and not to request an advance that would cause you to exceed your maximum credit; to pay all taxes, assessments, fines or other charges owed in connection with the Property; and if you have elected to "link" a deposit account to your Key Equity Options account, then you must maintain that "linked deposit account" with us according to the terms and conditions of that deposit account, in accordance with all applicable laws and regulations, without fraud and in such a manner so as not to cause us to close your "linked deposit account."

In addition, if you default on any of the first three material obligations described above, we will have the right to terminate the Agreement and demand immediate payment in full, in a single lump sum, of the entire amount owed under the Agreement and Security Instrument.

48. CANCELLATION/TERMINATION: You may cancel this Agreement any time for any reason by giving us written notice at Post Office Box 16666, Boise, Idaho 83715. Even though the Key Equity Options account is canceled you are still liable for all advances and charges made on the account. We can terminate your account, and require you to pay the entire outstanding balance in one payment if: (a) you engage in fraud or material

misrepresentation in connection with the account; (b) you do not meet the repayment terms; or (c) your action or inaction adversely affects the collateral or our rights in the collateral. If either you or the Bank cancel or terminate the Agreement, for any reason, we will no longer be required to issue monthly statements. The Security Instrument you have given us to secure your Key Equity Options account will be released when your account is paid in full.

49. DEFAULT AND ACCELERATION: If a default occurs that justifies us in terminating this Agreement, we may demand payment of your entire balance immediately without notice and terminate any further advances. The only exception is a valid dispute over a transaction or charge to this account.

50. SEVERABILITY: If any provision of this Agreement is found to be in conflict with any applicable law, regulation or decision of a court of law or other appropriate authority, that provision may be changed, in accordance with applicable law, but the rest of the Agreement will remain in full force and effect and enforceable according to its terms.

51. LOCATION OF LAWSUIT/GOVERNING LAW: If legal action is necessary, you agree to allow us to sue you in a State Court in the State of origin that we specify. This Agreement will be interpreted in accordance with the law of the State of origin (except for any conflict of laws provision) and federal law, as applicable.

52. RATES NOT TO EXCEED LEGAL MAXIMUM: The Daily Periodic Rate and Annual Percentage Rate described in, and effective throughout the life of, this Agreement have been designed to come within the legally permitted bounds for this type of loan. However, if it should be subsequently determined that any rate or finance charge or any other charge imposed under this Agreement exceeds applicable legal limits, such rate(s) or charge(s) will be reduced to the maximum amount legally permitted. In such a case, any excess amount already paid will be refunded to you or, at your option, applied to reduce the balance owed under this Agreement. Any such refund or credit shall not affect your obligations under this Agreement or excuse or cure any default that may occur.

53. WAIVER: We may waive or delay enforcing any or all of our rights under this Agreement or the Security Instrument or related documents at any time without limiting, restricting, or precluding our exercise of any or all of our rights in the future.

54. CREDIT RECORD: As required by Utah law, you are hereby notified that a negative credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

55. YOUR BILLING RIGHTS: KEEP THIS NOTICE FOR FUTURE USE: This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILLS: If you think your bill is wrong, or if you need more information about a transaction on your bill, write to us on a separate sheet of paper at the address shown on your billing statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain. If you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your Key Equity Options account bills automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE: We must acknowledge your letter within 30 days unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges and you will have to make up missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell you the name of anyone to whom we have reported you and we must also inform them that you have a question about your bill. And, we must tell anyone we reported you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$10.00 of the questioned amount, even if your bill was correct.

FINAL EXPRESSION: This written agreement is the final expression of the agreement and understanding of the parties with respect to the general subject matter hereof and supercedes any previous understanding, negotiations or discussions, whether written or oral. This written agreement may not be contradicted by evidence of any alleged oral agreement.

We agree to all of the conditions of this Agreement and have received a completed copy of this Agreement. If we both are grantors under the Security Instrument, we both have received a copy of this Agreement.

Borrower(s)


SIGNATURE MYRTLE F. WINWARD

Tab 13

FIRST FRANKLIN FINANCIAL
LETTER OF TRANSMITTAL

Date: 12/30/98

To: Texas Commerce Bank National Association
801 West Greens Road, Suite 200
Houston, Texas 77067

Attention: Mortgage Warehouse
Phone: (713) 775-5400
Fax: (713) 775-5420

From: First Franklin Financial
2150 North First Street, Suite 670
San Jose, Ca 95131

Attention: [Signature]
Phone: 801-501-4444
Fax: 801-501-1906

Loan Type: **Arm**

The present status of this Pledged Loan is certified to be:

BRANCH NUMBER: 24

LOAN NUMBER: 0006403539

MORTGAGOR NAME: KENNETH WINWARD

PROPERTY
ADDRESS: 491 EAST 3875 NORTH
NORTH OGDEN, Utah 84414

Note Date: 12/29/98 Loan Amount: 235,000.00

In connection with the pledging of the above Mortgage Loan which is to be held by you as Collateral, we submit the following instruments and facts

First Franklin
Loan No: 0006403539

Name of Mortgage
Loan Obligor: KENNETH WINWARD

- ✓ 1. Original Mortgage Note, endorsed in blank
- (a) Endorsement to include name of endorsing company, signature and title of its authorized signer
 - (b) Completed intervening endorsement (s), if any
 - (c) Note date must match both date of deed of trust and note date specified in mortgage assignment
- ✓ Mortgage, Deed of Trust, Security Deed or other Security Instrument
- (a) Original or certified copy of accompanied by a Certifying Officer's Certification stating it's a true copy and that original has been recorded or properly sent for recording
- ✓ Original Assignment of Mortgage or Deed of Trust, in blank
- (a) Legal description of mortgaged property in the assignment, or attached as an exhibit to it
 - (b) Signed by authorized Company representative and notarized
 - (c) Correctly describes mortgage instrument assigned, including its date and amount
- Intervening Assignment(s) of Mortgage or Deed of Trust (if any)
- (a) Legal description of mortgaged property in the assignment, or attached as an exhibit to it
 - (b) Signed by assignor and notarized
 - (c) Correctly describes mortgaged instruments assigned, including its date and amount
- ✓ Assumption Agreement
- Power of Attorney
- Copy of Title*

We hereby certify that this Mortgage Loan is Pledged to the Agent pursuant to the 11/96 Custody Agreement dated November 6, 1996 between Texas Commerce Bank National Association ("Texas Commerce"), Agent (the "Agent" and the "Custodian") and First Franklin Financial Corporation (the "Company") (as it may have been supplemented, amended or restated, the "Custody Agreement"), as Collateral under the 11/96 Senior Secured Credit Agreement dated November 6, 1996 among the Company, Texas Commerce, as a Lender and as Agent for the other Lenders, and the other lenders party thereto (as supplemented, amended or restated from time to time, the "Credit Agreement"), all capitalized terms used in this letter having the same meanings here as in the Credit Agreement

Very truly yours,

FIRST FRANKLIN FINANCIAL CORPORATION

By *[Signature]*
 Name *[Signature]*
 Title *[Signature]*

RECEIVED ON _____ 199 _____

Texas Commerce Bank
 Association, Agent

By _____
 Name _____
 Title _____

PREPAYMENT NOTE ADDENDUM

This prepayment Note Addendum is made this Twenty-Ninth day of December, 1998 and is incorporated into and shall be deemed to amend supplement the Note of same date (the given by the undersigned (the Borrower) to evidence Borrowers indebtedness to

FIRST FRANKLIN FINANCIAL CORPORATION, (the Lender), which indebtedness is secured by a Mortgage, Deed of Trust or Security Deed (the Instrument), of the same date and covering property described in the Security Instrument and located at.

491 EAST 3875 NORTH

NORTH OGDEN, Utah 84414

ADDITIONAL COVENANTS Notwithstanding anything to the contrary set forth in Note or Security Instrument, Borrower and Lender further covenant and agree as follows:

1 Section 5 of the Adjustable Rate Note, is modified to provide for a prepayment charge upon Borrowers full prepayment. A "full prepayment" is the prepayment of all unpaid principal due under the Note. A prepayment of only part of the unpaid principal is known as a "partial prepayment."


Except as provided below, Borrower may make a full prepayment or partial prepayment at any time without paying any charge. However, if within the first 2 years after date Borrower executes the Note, Borrower makes a full prepayment (including prepayments occurring as result of acceleration of the maturity Note), Borrower must, as a condition precedent to full prepayment, pay a prepayment charge on the prepayment of that amount of principal which exceeds 20% of the principal amount stated in the Note (the "Excess Principal"). The prepayment charge will equal the interest that would accrue during a six-month period on the Excess Principal calculated at rate of interest in effect under the terms of the Note at the time of the full prepayment.

2 All other provisions of the Note are unchanged by this addendum and remain in full force and effect

By signing below, Borrower accepts and agrees to the terms and covenants contained in the Prepayment Note Addendum

 (Seal)
KENNETH WINWARD

(Seal)

 (Seal)
MYRTLE WINWARD

(Seal)

Adjustable Rate Prepayment Note Addendum - First Lien- AK, AZ, AR, CA, CO, KY, HI, ID, IN, MT, NB, NV, ND, OK, OR, SD, UT, WA, WY

When recorded mail to:

First Franklin Financial Corporation
2150 North First Street
San Jose, CA 95131
Loan number: 0006403539/5,216

7002596513

W31114

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on
The trustor is
KENNETH WINWARD and MYRTLE WINWARD

December 29, 1998

("Borrower") The trustee is
Chicago Title Insurance Company,

E: 1601438 BK1982 PG1647
DOUG CROFTS, WEBER COUNTY RECORDER
30-DEC-98 326 PM FEE \$40.00 DEP BCT
REC FOR: MOUNTAIN.VIEW.TITLE

("Trustee") The beneficiary is
FIRST FRANKLIN FINANCIAL CORPORATION
which is organized and existing under the laws of Delaware
and whose address is 2150 North First St., San Jose, CA 95131

("Lender") Borrower owes Lender
the principal sum of TWO HUNDRED THIRTY FIVE THOUSAND & 00/100 *****

Dollars (U S \$ 235,000.00) This debt is evidenced by Borrower's note dated the same date as
this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid
earlier, due and payable on January 1, 2029 This Security Instrument secures
to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications of the Note, (b) the payment of all other sums, with interest, advanced under paragraph 7 to
protect the security of this Security Instrument, and (c) the performance of Borrower's covenants and

UTAH Single Family FNMA/FHLMC UNIFORM

INSTRUMENT Form 3045 9/90
6H(UT) (9511) Amended 12/93

VMP MORTGAGE FORMS (800)521 7291

Page 1 of 8

Initials _____

PAID IN FULL AND SATISFIED
NationsCredit Corp.

R. Powell, Asst. Vice President

INITIALS: mw / kw

agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in **Weber** Legal Description attached hereto and made a part hereof County, Utah.

Assessors Parcel Number: 16-043-0007

which has the address of **491 EAST 3875 NORTH, NORTH OGDEN** [Street, City],
Utah **84414** [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property, (b) yearly leasehold payments or ground rents on the Property, if any, (c) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums, if any, (e) yearly mortgage insurance premiums, if any, and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or

earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note, second, to amounts payable under paragraph 2, third, to interest due, fourth, to principal due, and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property 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 any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. 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 paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin when the notice is given.

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 paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 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 Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, 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 Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. 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.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 paragraphs 1 and 2 or change the amount of such payments.

11. 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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. 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 Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred, (b) cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. 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 of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument 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 non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument 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 expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 any part of the Property 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 the sale to the persons and in the manner prescribed by applicable law. After the time 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 any order Trustee determines. Trustee may in accordance with applicable law, 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 its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property 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 expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the county clerk of the county in which the sale took place.

22. Reconveyance Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law.

23. Substitute Trustee. Lender, at its 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 Trustee herein and by applicable law.

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

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument

[Check applicable box(es)]

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> 1 4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> VA Rider | <input checked="" type="checkbox"/> Other(s) [specify] Prepayment Rider | |

BY SIGNING BELOW Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it
Witnesses

Kenneth Winward
KENNETH WINWARD

(Seal)
MYRTLE WINWARD
Borrower

Myrtle Winward
(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

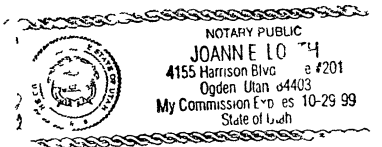
(Seal)
Borrower

STATE OF UTAH,

Weber County ss

The foregoing instrument was subscribed and sworn to and acknowledged before me this *12-29-1998*
by *Kenneth Winward and Myrtle Winward*

My Commission Expires *10-29-99*



[Signature]
Notary Public
Residing at *Ogden*

E# 1601438 BK1982 PG1654

1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 29th day of December, 1998, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

FIRST FRANKLIN FINANCIAL CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

491 EAST 3875 NORTH, NORTH OGDEN, Utah 84414

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:


A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.

In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the

MULTISTATE 1- 4 FAMILY RIDER - Freddie Mac Uniform Instrument

Form 3170 3/93

Page 1 of 4

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Initials

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Document # L113A

E# 1601438 BK1982 PG1655

foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property "

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only

If Lender gives notice of breach to Borrower (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums

secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

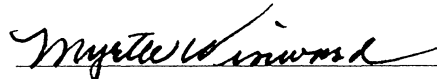
Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

 (Seal)
KENNETH WINWARD -Borrower

 (Seal)
MYRTLE WINWARD -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

ADJUSTABLE RATE RIDER

(LIBOR Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 29th day of December, 1998, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to FIRST FRANKLIN FINANCIAL CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 491 EAST 3875 NORTH, NORTH OGDEN, Utah 84414

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 11.500 %. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of January, 2001, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding ~~Six and Three-Fourths~~ Percentage points (6.750%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 14.500 % or less than 11.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding six months; subject to the following limits: My interest rate will never be greater than 17.500 % nor less than 11.500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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 Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to

the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security

Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases

Borrower in writing.

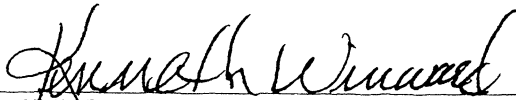
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration.


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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further

notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this adjustable Rate Rider.

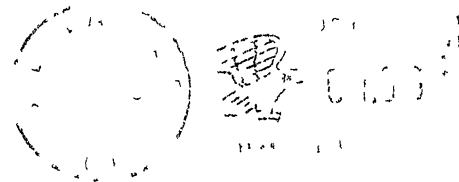
 (Seal)
KENNETH WINWARD -Borrower

 (Seal)
MYRTLE WINWARD -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

LUNDBERG & ASSOC.
STATES
3269 SO. MAIN ST., STE. 100
SALT LAKE CITY, UT 84115



*original
Contract
on mobile home
12-1998*

Kenneth Winward
491 East 3875 North
No Ogden, Utah 84414

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **14.500** % or less than **11.500** %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **One** percentage point(s) (**1.000** %) from the rate of interest I have been paying for the preceding six months; subject to the following limits: my interest rate will never be greater than **17.500** % nor less than **11.500** %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then, (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **15** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.00** % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder is forced to take any action to enforce this loan agreement, the Note Holder will have the

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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 Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

THE PREPAYMENT NOTE ADDENDUM ATTACHED HERETO AND MADE A PART
HEREOF AMENDS THE PREPAYMENT PROVISIONS OF THIS NOTE

me kw
INITIAL INITIAL

INITIAL INITIAL

PAY TO THE ORDER OF
NATIONSCREDIT HOME EQUITY SERVICES

WITHOUT RECOURSE
FIRST FRANKLIN FINANCIAL CORPORATION

Kenneth Winward
KENNETH WINWARD

(Seal)
-Borrower

(Seal)

- × 5,118 Square Feet
- × 4 Bedrooms, 5.5 Baths
- × Central Air
- × Central Vacuum
- × Formal Dining
- × Fireplace on Main Level
- × Wood Burning Stove in Basement
- × Intercom System
- × Main Floor Laundry
- × 100% Finished Walk-Out Basement
- × Sauna & 2nd Kitchen

Custom Built One Owner

- × Covered Deck
- × Covered Patio
- × RV Parking
- × Auto Full Sprinklers
- × Great Views

1 Acre Fully
Landscaped View Lot

\$299,500



**491 E. 3875 North
North Ogden**

Shauna H. Larson ABR, CRS, GRI

Associate Broker

Executive Club Member

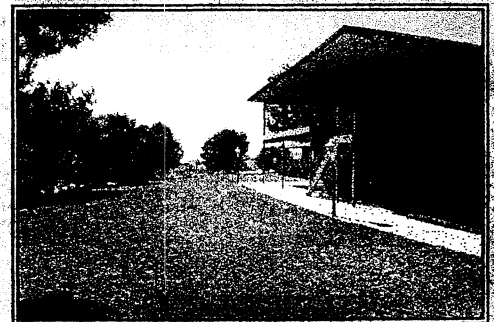
Corporate & Military Relocation Specialist

Residential Sales Master of the Year

801 476-2809 801 479-0506 i-sel-em@relia.net

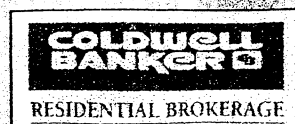
Chad Hull, Realtor, ABR - Assistant

801 476-2806 i-sel-em@relia.net



Schools:

Bates Elementary
North Ogden Jr. High
Weber High School



UNIFORM RESIDENTIAL APPRAISAL REPORT

@491E3875N

File No. 98-9729Win

Valuation Section

ESTIMATED SITE VALUE		= \$	100,000	Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): Remaining economic and physical life of the subject is between 55 and 60 years. The appraisal has been completed using the Marshall & Swift cost method. This has been found to be a reliable indication of value via the cost approach due to the ability of the appraiser to insert local cost factors.
ESTIMATED REPRODUCTION COST-NEW OF IMPROVEMENTS:				
Dwelling	2,414 Sq. Ft. @ \$ 85.00	= \$	205,190	
	2,704 Sq. Ft. @ \$ 38.00	=	102,752	
		=	15,000	
Garage/Carport	1,775 Sq. Ft. @ \$ 12.00	=	21,300	
Total Estimated Cost New		= \$	344,242	
Less	Physical Functional External			
Depreciation	6,885	= \$	6,885	
Depreciated Value of Improvements		= \$	337,357	
"As-is" Value of Site Improvements		= \$	4,000	
INDICATED VALUE BY COST APPROACH		= \$	441,357	

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	491 E. 3875 N. North Ogden	6121 S. 2900 E. Uintah	231 W. 4050 N. Pleasant View	3418 N. 850 E. North Ogden
Proximity to Subject		5 Miles +/-	6 Blocks	4 Blocks
Sales Price	\$ Refinance	\$ 375,000	\$ 370,000	\$ 390,000
Price/Gross Living Area	\$ 139.51	\$ 168.18	\$ 172.19	
Data and/or Verification Source	Inspection	MLS Sold Listing	MLS Sold Listing	Market Data Service
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.
Sales or Financing	Conventional	Conventional	Conventional	Conventional
Concessions	None	None	None	None
Date of Sale/Time	03-98	11-98	07-98	
Location	Good	Good	Good	Good
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site	3.0 Ac/Aver	.34 Ac/Aver +40,000	.75 Ac/Aver +38,000	.48 Ac/Aver +40,000
View	Mnt/Vly/Pnmc	Mnt/Vly/Aver +5,000	Mnt/Vly/Pnmc	Mnt/Vly/Pnmc
Design and Appeal	1-Story/Aver	1-Story/Aver	1-Story/Aver	1-Story/Aver
Quality of Construction	Brick/Aver	Brk/Frm/Aver Net	Brick/Aver	Brick/Aver
Age	A-22 E-5	A-24 E-5	A-1 E-1 -4,000	New -5,000
Condition	Good	Good	Good	Good
Above Grade	Total Bdrms: Baths	Total Bdrms: Baths	Total Bdrms: Baths	Total Bdrms: Baths
Room Count	7 3 2.5	7 2 2	7 2 2.5	8 2 2.5
Gross Living Area	2,414 Sq. Ft.	2,688 Sq. Ft. -5,480	2,200 Sq. Ft. +4,280	2,265 Sq. Ft. +2,980
Basement & Finished	2704 sf 90%	2924 sf 100% -2,000	2200 sf 100% +5,000	2341 sf 90% +4,000
Rooms Below Grade	Br3BtFrDnKtSn	4Br2BtHFr Net	3BrBtH +8,000	2BrBtHFrRcKtch Net
Functional Utility	Average	Average	Average	Average
Heating/Cooling	GFWA/Cntrl	GFWA/Cntrl	GFWA/Cntrl	GFWA/Cntrl
Energy Efficient Items	Adeq Insulat	Adeq Insulat	Adeq Insulat	Adeq Insulat
Garage/Carport	4-Car-Garage	2-Car-Garage +7,000	3-Car-Garage +3,500	2-Car-Garage +7,000
Porch, Patio, Deck	Porch/Patio/Dck	Net	Pch/2Pat/Dck -1,000	Porch/Patio +1,000
Fireplace(s), etc.	2 Fireplaces	2 Fireplaces	1 Fireplace +1,000	1 Fireplace +1,000
Fence, Pool, etc.	Ldsc/SS	Ldsc/Fnce/SS -500	Ldsc/SS	Exc.Ldsc/SS -2,500
	Built Ins	Built Ins	Built Ins	Built Ins
Net Adj. (total)		45,020	54,780	48,480
Adjusted Sales Price of Comparable	Net 12.0 % Gross 18.5 %	420,020	Net 14.2 % Gross 17.5 %	Net 12.4 % Gross 16.3 %

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): **The appraiser has attempted to meet all of the current FHLMC & FNMA guidelines. Comparables #1 & #4 are located 5 miles away due to the lack of sales of 1-story homes with the same size, age and acreage in the immediate area. Both areas are considered competing. Comp #4 sold over a year ago and comp #1 sold over the 6 month guideline. The market has stabilized and a time adjustment was not necessary. Comps #1-#3 exceed the 10% single line adjustment guidelines due to the large acreage adjustments. It is believed that the 4 sales used are the best considering the current market.**

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data Source, for prior sales within year of appraisal	No prior sales in past 12 mos.	No prior MLS sales in the past 12 mos. NonDisclosure State	No prior MLS sales in the past 12 mos. NonDisclosure State	New Home
Analysis of any current agreement of sale, option, or listing of subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal: N/A				
INDICATED VALUE BY SALES COMPARISON APPROACH		\$ 440,000		
INDICATED VALUE BY INCOME APPROACH (if Applicable)		Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier N/A = \$ N/A		
This appraisal is made <input checked="" type="checkbox"/> "as is" <input type="checkbox"/> subject to the repairs, alterations, inspections or conditions listed below <input type="checkbox"/> subject to completion per plans & specifications.				
Conditions of Appraisal: N/A				

Final Reconciliation: **The cost approach is \$441,400. The market approach is \$440,000. However, more weight is given to the market approach. No sufficient rental data could be obtained to determine value of the subject via the income approach.**

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/FNMA form 1004B (Revised _____).	
I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF 12-4-98	
(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 440,000	
APPRaiser:	SUPERVISORY APPRAISER (ONLY IF REQUIRED):
Signature	Signature
Name: <u>John D. McBride</u>	Name: _____
Date Report Signed: <u>Dec. 04, 1998</u>	Date Report Signed: _____
State Certification # <u>CR00037995</u>	State Certification # _____
State <u>UT</u>	State _____
County _____	County _____

*Original
appraisal
of
mom's home*

Property Description

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No 98 9729Win

Property Address	491 E 3875 N	City	North Ogden	State	Utah	Zip Code	84414																																																																																																																																																																																																																																				
Legal Description	See attached legal description																																																																																																																																																																																																																																										
Assessor's Parcel No	16-043-0007	Tax Year	1998	R.E. Taxes	\$ 3,377 00	Special Assessments	\$ 0 00																																																																																																																																																																																																																																				
Borrower	Myrtie Winward	Current Owner	Same	Occupant	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant																																																																																																																																																																																																																																						
Property rights appraised	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold	Project Type	<input checked="" type="checkbox"/> PUD <input type="checkbox"/> Condominium (HUD/VA only)	HOA \$	30 00	/Mo																																																																																																																																																																																																																																					
Neighborhood or Project Name	North Ogden	Map Reference	2	Census Tract	2102 01																																																																																																																																																																																																																																						
Sale Price	\$ Refinance	Date of Sale	12-98	Description and \$ amount of loan charges/concessions to be paid by seller	N/A																																																																																																																																																																																																																																						
Lender/Clerk	Old West Mortgage	Address 585 24th Street, Ogden, Utah 84401																																																																																																																																																																																																																																									
Appraiser	John D McBride	Address PO Box 67, Kaysville, UT 84037																																																																																																																																																																																																																																									
Location	<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Predominant occupancy	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant (0-5%) <input type="checkbox"/> Vac (over 5%)	Single family housing PRICE \$(000)	AGE (yrs)	Present land use %	Land use change																																																																																																																																																																																																																																				
Built up	<input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%			150	Low New	One family 40	<input type="checkbox"/> Not likely <input type="checkbox"/> Likely																																																																																																																																																																																																																																				
Growth rate	<input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow			400+	High 50	2-4 family	<input checked="" type="checkbox"/> In process																																																																																																																																																																																																																																				
Property values	<input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining			Predominant		Multi-family	To Vacant to																																																																																																																																																																																																																																				
Demand/supply	<input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In balance <input type="checkbox"/> Over supply			250	5	Commercial	Residential																																																																																																																																																																																																																																				
Marketing time	<input type="checkbox"/> Under 3 mos <input checked="" type="checkbox"/> 3-6 mos <input type="checkbox"/> Over 6 mos					Vacant 60																																																																																																																																																																																																																																					
<p>Note Race and the racial composition of the neighborhood are not appraisal factors.</p> <p>Neighborhood boundaries and characteristics The subject is located in a residential neighborhood which runs from 2600 N north to the foothills and from 200 E east to the foothills</p> <p>Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.)</p> <p>The subject property is located in North Ogden. The neighborhood consists of single family homes and vacant land. Home in the area are similar in terms of size, age and design. The subject is located near Washington Blvd, which provides good access to all amenities. There are schools, hospitals, parks, employment and shopping centers, and other services located in North Ogden and Ogden to the south.</p> <p>Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.)</p> <p>The real estate market in the area has stabilized in upper priced homes over the past year. Typically homes of this quality and in this price range, if competitively priced, will sell within 3 to 6 months. No unusual area buydowns, discounts, etc. were noted. It is not unusual for the seller to pay 1 to 2 points at time of closing.</p>																																																																																																																																																																																																																																											
<p>Project Information for PUDs (If applicable) Is the developer/builder in control of the Home Owners' Association (HOA)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Approximate total number of units in the subject project _____ Approximate total number of units for sale in the subject project _____</p> <p>Describe common elements and recreational facilities _____</p>																																																																																																																																																																																																																																											
<p>Dimensions See attached plat map</p> <p>Site area 3.0 Acres Corner Lot <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specific zoning classification and description R 1-10, Residential (10,000 sf Min)</p> <p>Zoning compliance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (Grandfathered use) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning</p> <p>Highest & best use as improved <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other use (explain) _____</p> <table border="1"> <tr> <th>Utilities</th> <th>Public</th> <th>Other</th> <th>Off-site Improvements</th> <th>Type</th> <th>Public</th> <th>Private</th> </tr> <tr> <td>Electricity</td> <td><input checked="" type="checkbox"/></td> <td></td> <td>Street</td> <td>Asphalt</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Gas</td> <td><input checked="" type="checkbox"/></td> <td></td> <td>Curbs/gutter</td> <td>None</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Water</td> <td><input checked="" type="checkbox"/></td> <td></td> <td>Sidewalk</td> <td>None</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Sanitary sewer</td> <td><input checked="" type="checkbox"/></td> <td></td> <td>Street lights</td> <td>Electric</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Storm sewer</td> <td><input type="checkbox"/></td> <td></td> <td>Alley</td> <td>None</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> <p>Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.) PUE over perimeter lot lines. There were no apparent adverse easements or encroachments which would render the property more or less valuable.</p>								Utilities	Public	Other	Off-site Improvements	Type	Public	Private	Electricity	<input checked="" type="checkbox"/>		Street	Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Gas	<input checked="" type="checkbox"/>		Curbs/gutter	None	<input type="checkbox"/>	<input type="checkbox"/>	Water	<input checked="" type="checkbox"/>		Sidewalk	None	<input type="checkbox"/>	<input type="checkbox"/>	Sanitary sewer	<input checked="" type="checkbox"/>		Street lights	Electric	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Storm sewer	<input type="checkbox"/>		Alley	None	<input type="checkbox"/>	<input type="checkbox"/>																																																																																																																																																																																										
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There were no functional or physical inadequacies noted. Remaining economic life is typical of similar properties.</p> <p>Adverse environmental conditions (such as, but not limited to hazardous wastes, toxic substances, etc.) present in the improvements, on the site or in the immediate vicinity of the subject property. No adverse environmental conditions were noted during inspection, however no expertise is implied.</p>								GENERAL DESCRIPTION		EXTERIOR DESCRIPTION		FOUNDATION		BASEMENT		INSULATION		No. of Units	1	Foundation	Prd Cnct	Slab	In Basement	Area Sq. 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w31114
WHEN RECORDED MAIL TO:
KENNETH WINWARD
491 EAST 3875 NORTH
NORTH OGDEN, UTAH 84414

WARRANTY DEED

MYRTLE WINWARD, TRUSTEE OF THE RICHARD E. WINWARD TRUST DATED SEPTEMBER 12, 1980
A ONE-HALF INTEREST, AND MYRTLE WINWARD, TRUSTEE OF THE MYRTLE WINWARD TRUST
DATED SEPTEMBER 12, 1980, A ONE-HALF INTEREST

grantor

of OGDEN County of WEBER State of UTAH
hereby CONVEY and WARRANT to

KENNETH WINWARD AND MYRTLE WINWARD

grantee,

of 491 EAST 3875 NORTH, NORTH OGDEN, UTAH 84414
for the sum of Ten Dollars and other good and valuable consideration,
the following tract of land in WEBER County, State of Utah:

16-043-0007

Subject to easements, restrictions and rights of way of record.

WITNESS, the hands of said grantors, this 29 day of DECEMBER , 1998

Signed in the presence of

RICHARD E. WINWARD TRUST DATED 9-12-1980 BY:

MYRTLE WINWARD, TRUSTEE

Myrtle Winward - Trustee

MYRTLE WINWARD TRUST DATED 9-12-1980 BY:

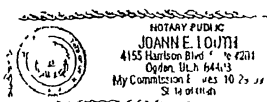
MYRTLE WINWARD, TRUSTEE

Myrtle Winward - Trustee

STATE OF UTAH)
COUNTY OF WEBER)

E: 1601437 BK1982 PG1645
DOUG CROFTS, WEBER COUNTY RECORDER
30-DEC-98 325 PM FEE \$12.00 DEP BCT
REC FOR: MOUNTAIN.VIEW.TITLE

On the 29 day of DECEMBER , A.D. 1998, personally appeared before me
MYRTLE WINWARD TRUSTEE FOR RICHARD E. WINWARD AND MYRTLE WINWARD
the signer of the within instrument, who duly acknowledged to me
that she executed the same.



[Signature]
Notary Public
residing at: Ogden
commission expires: 10-29-99

w31114

PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 1157 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21; AND RUNNING THENCE EAST 490 FEET; THENCE SOUTH 6 DEG 24 MIN WEST 28 FEET; THENCE SOUTH 13 DEG 37 MIN EAST 156 1/2 FEET; THENCE SOUTH 7 DEG 24 MIN WEST 85 FEET; MORE OR LESS TO A POINT THAT IS 892 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE WEST 520 FEET, MORE OR LESS, TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER, THENCE NORTH LONG SAID QUARTER SECTION LINE 265 00 FEET TO THE PLACE OF BEGINNING. CONTAINING 3 ACRES, MORE OR LESS. TOGETHER WITH AND SUBJECT TO RIGHTS-OF-WAY FOR ROADS AS NOW LOCATED AND USED. TOGETHER WITH AND SUBJECT TO RIGHT-OF-WAY (1039-368).

16-043-0007

E# 1601437 BK1982 PG1646

Order No w31114
Escrow No w31114
Loan No 0006403539/5,216

WHEN RECORDED MAIL TO

InterLink Mortgage Services
9121 Oakdale Avenue
Chatsworth CA 91311

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CORPORATION ASSIGNMENT OF DEED OF TRUST

7002596513

FOR VALUE RECEIVED the undersigned grants assigns and transfers to Nations Credit Home Equity Services Corporation
all beneficial interest under that certain Deed of Trust dated 12/29/98 405 West Loop 820 South, Ste 110
executed by KENNETH WINWARD Fort Worth, TX 76108
MYRTLE WINWARD

to Chicago Title Insurance Company, Trustor,
and recorded Dec 30, 98 as document No 1601438, in Book 1982, Page 1647, Trustee
of Official Records in the office of the County Recorder of Weber County Utah,
describing land therein as Legal Description attached hereto and made a part hereof

E# 1684669 BK2053 PG1827
DOUG CROFTS, WEBER COUNTY RECORDER
18-JAN-00 840 AM FEE \$12.00 DEP JHM
REC FOR: INTERLINK.MORTGAGE

Assessors Parcel Number 16 043 0007

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust

STATE OF Utah

COUNTY OF SALT LAKE

On 12/30/98

Before me the undersigned a Notary Public in and for said State personally appeared

MARCI BUNTING

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted executed the instruments

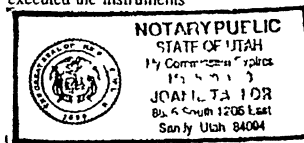
WITNESS my hand and official seal

Signature

JOANIE TAYLOR

HP044 1071 (6/82)

Document # L864



(This area for official notarial seal)

After Recording Return to:
Lundberg & Associates
3269 South Main Street, Suite 100
Salt Lake City, UT 84115
6-12-2002 A
L&A Case No. 29356
Team E/RBI

W1855417

(18) 20037447
Parcel ID #: 16-043-0007

(Space above for County Recorder's use)

SUBSTITUTION OF TRUSTEE

Scott Lundberg, attorney, 3269 South Main Street, Suite 100, Salt Lake City, Utah 84115, is hereby appointed successor trustee under the trust deed executed by Kenneth Winward and Myrtle Winward, as trustors, in which First Franklin Financial Corporation is named as beneficiary and Chicago Title Insurance Company as trustee, and filed for record on December 30, 1998, with recorder's entry No. 1601438, Weber County, Utah. The undersigned beneficiary hereby ratifies and confirms all actions taken on its behalf by the successor trustee prior to the recording of this instrument.

The Trust Deed covers the following described real property situated in Weber County, Utah:

SEE EXHIBIT "A" ATTACHED HERETO

DATED: June 11, 2002

The Bank of New York, Trust U/A dated 12/1/01 (EQCC Trust 2001-2), Beneficiary, by Fairbanks Capital Corp. as Attorney-in-Fact

By Andre' D. Blount
Its Andre' D. Blount

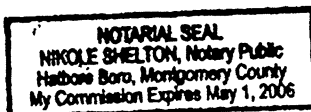
Document Control Officer

State of Pennsylvania

County of Montgomery

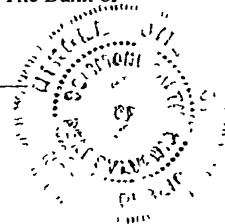
) E# 1855417 BK2239 PG2805
: ss. DOUG CROFTS, WEBER COUNTY RECORDER
) 17-JUN-2002 148 PM FEE \$12.00 DEP JPM
REC FOR: BACKMAN, STEWART, TITLE

The foregoing instrument was acknowledged before me this 11th day of June 2002, by Andre' D. Blount, a Document Control Officer of Fairbanks Capital Corp, as Attorney-in-Fact for The Bank of New York, Trust U/A dated 12/1/01 (EQCC Trust 2001-2).



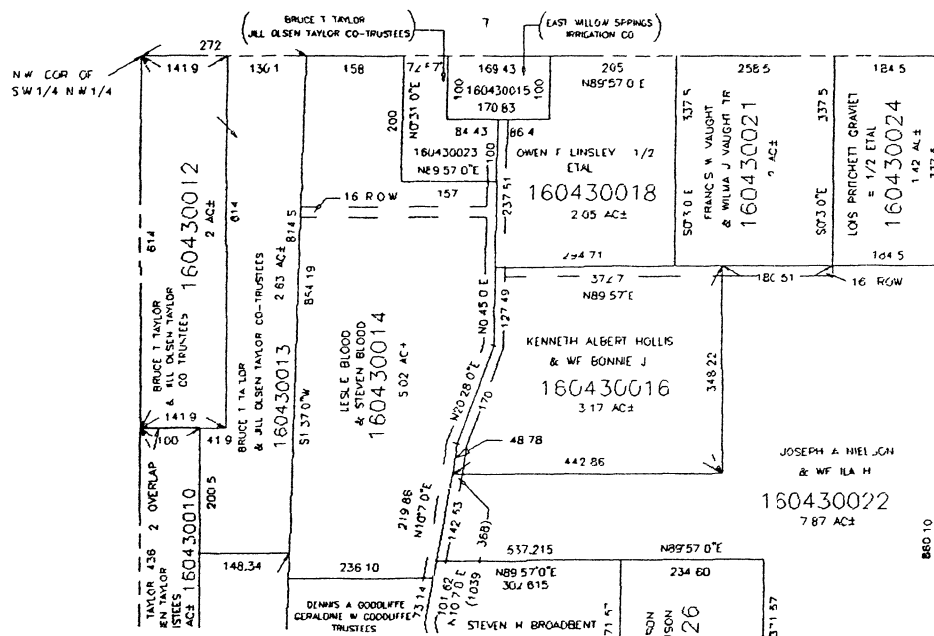
Nicole Shelton
Notary Public

133541



19th

Ken
to fax over
trust !!



Prepared for: OLD WEST MORTGAGE - 15500
Attn: RENA

SCHEDULE A

Commitment No.: w31114

1. Effective date: November 1, 1998 @ 8:00 am

2. Policy or Policies to be issued:

(a) Owner's Policy-ALTA Owner's Policy (10-17-92)

Policy Amount

\$
\$

Proposed Insured:

(b) X Loan Policy-ALTA Loan Policy (10-17-92)

\$
\$

Proposed Insured: OLD WEST MORTGAGE
ENDORSEMENTS: 100, 116 & 8.1 \$55.00

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

Fee Simple

4. Title to the estate or interest referred to herein is at the Effective Date hereof vested in:

MYRTLE WINWARD, TRUSTEE OF THE RICHARD E. WINWARD TRUST DATED SEPTEMBER 12, 1980, A ONE-HALF (1/2) INTEREST, AND MYRTLE WINWARD, TRUSTEE OF THE MYRTLE WINWARD TRUST DATED SEPTEMBER 12, 1980, A ONE-HALF (1/2) INTEREST.

5. The land referred to in this Commitment is described as follows:

PROPERTY ADDRESS:

491 EAST 3875 NORTH, NORTH OGDEN, UTAH 84414

Inquiries should be directed
to Michael L. Hendry
Termination Date: 120 days
after Effective Date.

Prepared for: OLD WEST MORTGAGE - 15500
Attn: RENA

SCHEDULE A

Commitment No.: w31114

Inquiries should be directed
to Michael L. Hendry
Termination Date: 120 days
after Effective Date.

1. Effective date: November 1, 1998 @ 8:00 am

2. Policy or Policies to be issued: Policy Amount

(a) Owner's Policy-ALTA Owner's Policy (10-17-92) \$
\$

Proposed Insured:

(b) X Loan Policy-ALTA Loan Policy (10-17-92) \$232,000.00
\$1,146.00

Proposed Insured: OLD WEST MORTGAGE
ENDORSEMENTS: 100, 116 & 8.1 \$55.00

3. The estate or interest in the land described or referred to in this Commitment
and covered herein is:

Fee Simple

4. Title to the estate or interest referred to herein is at the Effective Date
hereof vested in:

MYRTLE WINWARD, TRUSTEE OF THE RICHARD E. WINWARD TRUST DATED SEPTEMBER 12,
1980, A ONE-HALF (1/2) INTEREST, AND MYRTLE WINWARD, TRUSTEE OF THE MYRTLE
WINWARD TRUST DATED SEPTEMBER 12, 1980, A ONE-HALF (1/2) INTEREST.

5. The land referred to in this Commitment is described as follows:

PROPERTY ADDRESS:

491 EAST 3875 NORTH, NORTH OGDEN, UTAH 84414

w31114

PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 1157 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21; AND RUNNING THENCE EAST 490 FEET; THENCE SOUTH 6 DEG 24 MIN WEST 28 FEET; THENCE SOUTH 13 DEG 37 MIN EAST 156 1/2 FEET; THENCE SOUTH 7 DEG 24 MIN WEST 85 FEET; MORE OR LESS TO A POINT THAT IS 892 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE WEST 520 FEET, MORE OR LESS, TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER, THENCE NORTH LONG SAID QUARTER SECTION LINE 265.00 FEET TO THE PLACE OF BEGINNING. CONTAINING 3 ACRES, MORE OR LESS. TOGETHER WITH AND SUBJECT TO RIGHTS-OF-WAY FOR ROADS AS NOW LOCATED AND USED. TOGETHER WITH AND SUBJECT TO RIGHT-OF-WAY (1039-368).

SCHEDULE B-SECTION I

The following requirements to be complied with:

1. Instrument creating the estate or interest to be insured must be executed and filed for record.
2. Pay the full consideration to , or for the account of, the grantors or mortgagors.
3. Pay all taxes, charges, assessments, levied and assessed against subject premises which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractor, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
5. Release(s), Reconveyance(s) of the items shown on Schedule B-Section 2 necessary to create the desired interest in the land or mortgage to be insured.

SCHEDULE B-SECTION 2

Schedule B of the policy or policies to issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: EXCEPTIONS 1 THROUGH 5 WILL NOT APPEAR IN THE MORTGAGE POLICY TO BE ISSUED HEREUNDER.

The Owner's Policy of title insurance committed for in this Commitment, if any, shall contain, in addition to the Items set forth in Schedule B- Section 2, the following Items:

- (1) The Deed of Trust, if any, required under Schedule B - Section 1, Item (b).
 - (2) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
 - (3) Any and all unpaid taxes, assessments and unredeemed tax sales.
6. Taxes for the year 1997 have been paid. ~~Taxes for the year 1998 are due on or before November 30, 1998 in the amount of \$3,302.13.~~ SERIAL NUMBER: 16-043-0007
7. Said property is included within the boundaries of the Weber County, Ben Lomond Cemetery District, the Central Weber Sewer Improvement District, North Ogden City and the Weber County Schools District, and is subject to any charges and assessments levied by them as a result of services provided. Charges are current.
8. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: RICHARD E. WINWARD AND MYRTLE WINWARD, HIS WIFE, THOMAS J. TAYLOR AND EVELYN E. TAYLOR, HIS WIFE, LEROI B. BLAYLOCK AND MARGARET T. BLAYLOCK, HIS WIFE, DAVID S. KUNZ AND EVELYN W. KUNZ, HIS WIFE, AND ERNEST C. INAMA AND DORIS INAMA, HIS WIFE.
Grantee: RICHARD E. WINWARD AND MYRTLE WINWARD, HIS WIFE, THOMAS J. TAYLOR AND EVELYN E. TAYLOR, HIS WIFE, LEROI B. BLAYLOCK AND MARGARET T. BLAYLOCK, HIS WIFE, DAVID S. KUNZ AND EVELYN W. KUNZ, HIS WIFE, AND ERNEST C. INAMA AND DORIS INAMA, HIS WIFE.
Location: No exact location disclosed.
Purpose: Providing mutual ingress and egress to the land owned by them adjacent to the premises heretofore.
Dated: October 31, 1973
Recorded: November 9, 1973
Entry Number: 604447
Book: 1039 Page: 368.

w31114

9. TRUST DEED

Dated: October 30, 1995

Amount: \$115,000.00

Trustor: MYRTLE WINWARD

Beneficiary: GREAT WESTERN THRIFT AND LOAN

Trustee: PAUL D. VEASY A MEMBER OF THE UTAH STATE BAR

Recorded: October 31, 1995

Entry Number: 1371310

Book: 1778 Page: 560

REQUEST FOR NOTICE

Dated: March 13, 1997

Requested by: KEYBANK NATIONAL ASSOCIATION

Recorded: March 14, 1997

Entry Number: 1460287

Book: 1852 Page: 775

10. TRUST DEED

Dated: March 11, 1997

Amount: \$115,000.00

Trustor: MYRTLE WINWARD

Beneficiary: KEYBANK NATIONAL ASSOCIATION

Trustee: KEYBANK NATIONAL ASSOCIATION

Recorded: March 14, 1997

Entry Number: 1460286

Book: 1852 Page: 770

11. JUDGMENTS were checked against the following names:

KENNETH WINWARD

MYRTLE WINWARD

w31114

12. NOTICE TO APPLICANT: The land herein may be serviced by cities, improvement districts, or utility companies that provided municipal type services for water, sewer, electricity or other services that do not result in a lien, but for which services may be terminated in the event of non-payment of service charges to date or transfer fees. Although the Company assumes no liability therefore, you are urged to make investigation into such matters.
13. NOTE: Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the Title Insurance Rules of the American Arbitration Association, a copy of which is available on request from the Company. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of property jurisdiction.

w31114

PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 1157 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21; AND RUNNING THENCE EAST 490 FEET; THENCE SOUTH 6 DEG 24 MIN WEST 28 FEET; THENCE SOUTH 13 DEG 37 MIN EAST 156 1/2 FEET; THENCE SOUTH 7 DEG 24 MIN WEST 85 FEET; MORE OR LESS TO A POINT THAT IS 892 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE WEST 520 FEET, MORE OR LESS, TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER, THENCE NORTH LONG SAID QUARTER SECTION LINE 265.00 FEET TO THE PLACE OF BEGINNING. CONTAINING 3 ACRES, MORE OR LESS.
TOGETHER WITH AND SUBJECT TO RIGHTS-OF-WAY FOR ROADS AS NOW LOCATED AND USED.
TOGETHER WITH AND SUBJECT TO RIGHT-OF-WAY (1039-368).

SCHEDULE B-SECTION I

The following requirements to be complied with:

1. Instrument creating the estate or interest to be insured must be executed and filed for record.
2. Pay the full consideration to , or for the account of, the grantors or mortgagors.
3. Pay all taxes, charges, assessments, levied and assessed against subject premises which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractor, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
5. Release(s), Reconveyance(s) of the items shown on Schdule B-Section 2 necessary to create the desired interest in the land or mortgage to be insured.

SCHEDULE B-SECTION 2

Schedule B of the policy or policies to issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: EXCEPTIONS 1 THROUGH 5 WILL NOT APPEAR IN THE MORTGAGE POLICY TO BE ISSUED HEREUNDER.

The Owner's Policy of title insurance committed for in this Commitment, if any, shall contain, in addition to the Items set forth in Schedule B- Section 2, the following Items:

- (1) The Deed of Trust, if any, required under Schedule B - Section 1, Item (b).
- (2) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
- (3) Any and all unpaid taxes, assessments and unredeemed tax sales.
6. Taxes for the year 1997 have been paid. ~~Taxes for the year 1998 are due on or before November 30, 1998 in the amount of (\$3,302.13)~~ SERIAL NUMBER: 16-043-0007
7. Said property is included within the boundaries of the Weber County, Ben Lomond Cemetery District, the Central Weber Sewer Improvement District, North Ogden City and the Weber County Schools District, and is subject to any charges and assessments levied by them as a result of services provided. Charges are current.
8. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: RICHARD E. WINWARD AND MYRTLE WINWARD, HIS WIFE, THOMAS J. TAYLOR AND EVELYN E. TAYLOR, HIS WIFE, LEROI B. BLAYLOCK AND MARGARET T. BLAYLOCK, HIS WIFE, DAVID S. KUNZ AND EVELYN W. KUNZ, HIS WIFE, AND ERNEST C. INAMA AND DORIS INAMA, HIS WIFE.
Grantee: RICHARD E. WINWARD AND MYRTLE WINWARD, HIS WIFE, THOMAS J. TAYLOR AND EVELYN E. TAYLOR, HIS WIFE, LEROI B. BLAYLOCK AND MARGARET T. BLAYLOCK, HIS WIFE, DAVID S. KUNZ AND EVELYN W. KUNZ, HIS WIFE, AND ERNEST C. INAMA AND DORIS INAMA, HIS WIFE.
Location: No exact location disclosed.
Purpose: Providing mutual ingress and egress to the land owned by them adjacent to the premises heretofore.
Dated: October 31, 1973
Recorded: November 9, 1973
Entry Number: 604447
Book: 1039 Page: 368.

w31114

9.

TRUST DEED

Dated: October 30, 1995

Amount: \$115,000.00

Trustor: MYRTLE WINWARD

Beneficiary: GREAT WESTERN THRIFT AND LOAN

Trustee: PAUL D. VEASY A MEMBER OF THE UTAH STATE BAR

Recorded: October 31, 1995

Entry Number: 1371310

Book: 1778 Page: 560

Look at info written on other P.R.

REQUEST FOR NOTICE

Dated: March 13, 1997

Requested by: KEYBANK NATIONAL ASSOCIATION

Recorded: March 14, 1997

Entry Number: 1460287

Book: 1852 Page: 775

10.

TRUST DEED

Dated: March 11, 1997

Amount: \$115,000.00

Trustor: MYRTLE WINWARD

Beneficiary: KEYBANK NATIONAL ASSOCIATION

Trustee: KEYBANK NATIONAL ASSOCIATION

Recorded: March 14, 1997

Entry Number: 1460286

Book: 1852 Page: 770

Look at info on other P.R.

11.

NOTICE OF FEDERAL TAX LIEN

Filed by: INTERNAL REVENUE SERVICE

Filed against: KEN WINWARD

Civil Number: 1261887

Amount: \$72,538.96

Dated: December 7, 1993

w31114

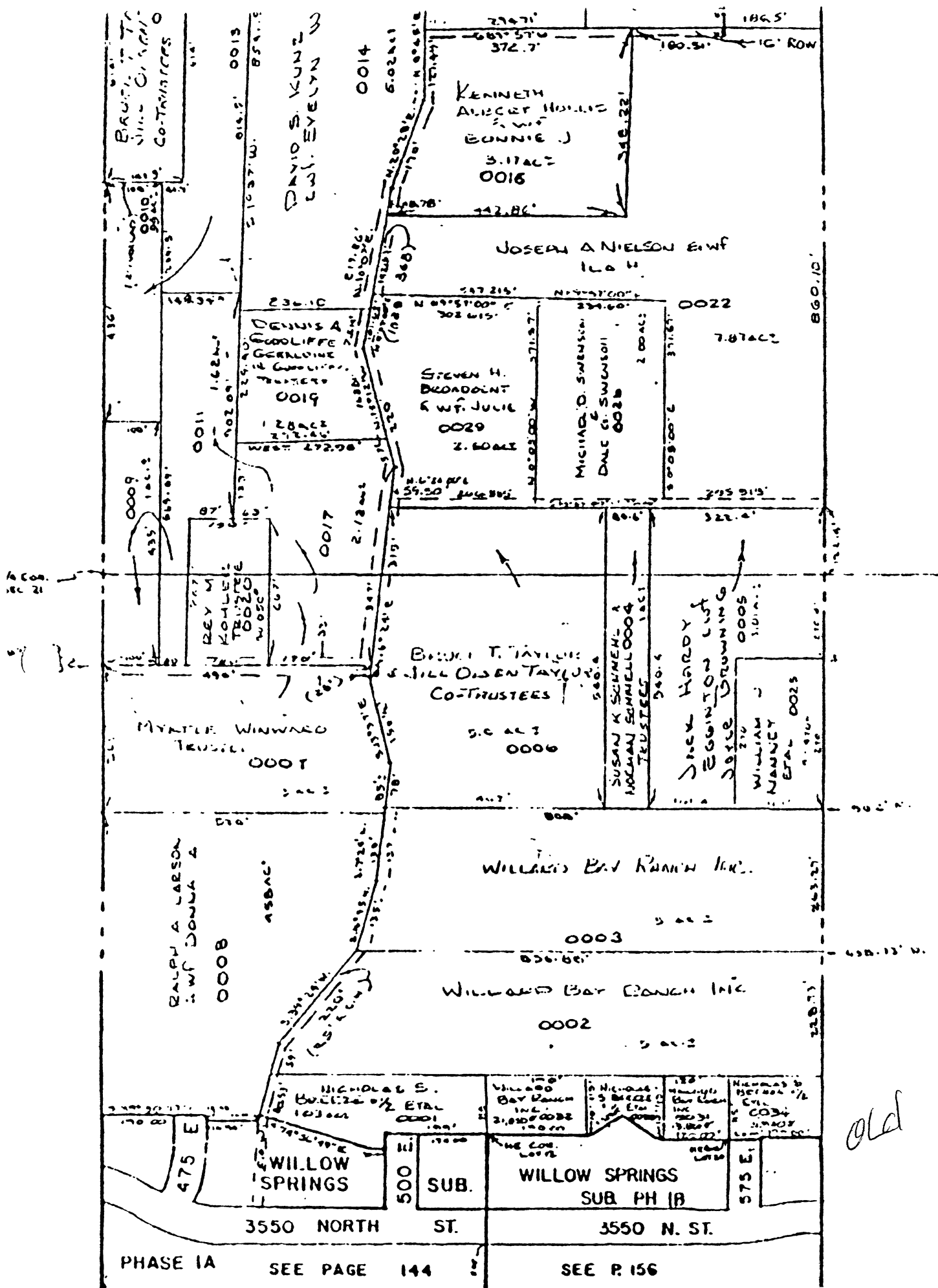
12. NOTICE OF FEDERAL TAX LIEN
Filed by: INTERNAL REVENUE SERVICE
Filed against: KENNETH WINWARD
Civil Number: 1280019
Amount: \$77,337.17
Dated: March 16, 1994

13. JUDGMENTS were checked against the following names:

KENNETH WINWARD
MYRTLE WINWARD

14. NOTICE TO APPLICANT: The land herein may be serviced by cities, improvement districts, or utility companies that provided municipal type services for water, sewer, electricity or other services that do not result in a lien, but for which services may be terminated in the event of non-payment of service charges to date or transfer fees. Although the Company assumes no liability therefore, you are urged to make investigation into such matters.

15. NOTE: Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the Title Insurance Rules of the American Arbitration Association, a copy of which is available on request from the Company. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of property jurisdiction.



6.1

w31114

PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 1157 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21; AND RUNNING THENCE EAST 490 FEET; THENCE SOUTH 6 DEG 24 MIN WEST 28 FEET; THENCE SOUTH 13 DEG 37 MIN EAST 156 1/2 FEET; THENCE SOUTH 7 DEG 24 MIN WEST 85 FEET; MORE OR LESS TO A POINT THAT IS 892 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE WEST 520 FEET, MORE OR LESS, TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER, THENCE NORTH LONG SAID QUARTER SECTION LINE 265.00 FEET TO THE PLACE OF BEGINNING. CONTAINING 3 ACRES, MORE OR LESS. TOGETHER WITH AND SUBJECT TO RIGHTS-OF-WAY FOR ROADS AS NOW LOCATED AND USED. TOGETHER WITH AND SUBJECT TO RIGHT-OF-WAY (1039-368).

~~16-043-0007~~

When recorded mail to:

First Franklin Financial Corporation
2150 North First Street
San Jose, CA 95131
Loan number: 0006403539/5,216

W3114

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on
The trustor is
KENNETH WINWARD and MYRTLE WINWARD

December 29, 1998

("Borrower") The trustee is
Chicago Title Insurance Company,

E: 1601438 BK1982 PG1647
DOUG CROFTS, WEBER COUNTY RECORDER
30-DEC-98 326 PM FEE \$40.00 DEP BCT
REC FOR: MOUNTAIN.VIEW.TITLE

("Trustee") The beneficiary is
FIRST FRANKLIN FINANCIAL CORPORATION
which is organized and existing under the laws of Delaware
and whose address is 2150 North First St, San Jose, CA 95131

("Lender") Borrower owes Lender

the principal sum of TWO HUNDRED THIRTY FIVE THOUSAND & 00/100 *****

Dollars (U S \$ 235,000 00) This debt is evidenced by Borrower's note dated the same date as
this Security Instrument ("Note"), which provides for monthly payments with the full debt, if not paid
earlier, due and payable on January 1, 2029 This Security Instrument secures
to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications of the Note, (b) the payment of all other sums, with interest advanced under paragraph 7 to
protect the security of this Security Instrument, and (c) the performance of Borrower's covenants and

UTAH Single Family FNMA/FHLMC UNIFORM

INSTRUMENT Form 3045 9/90
6H(UT) (9511) Amended 12/93

VMP MORTGAGE FORMS (800)521 7291
Page 1 of 8 Initials _____



INITIALS

Mid-1-KW

Document # L074UT

0006403539

agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Weber County, Utah. Legal Description attached hereto and made a part hereof

Assessors Parcel Number - 16-043-0007

which has the address of 491 EAST 3875 NORTH, NORTH OGDEN
Utah 84414 [Zip Code] (Property Address")

[Street City]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants, for national use and non uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest, Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property, (b) yearly leasehold payments or ground rents on the Property if any, (c) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums, if any, (e) yearly mortgage insurance premiums, if any, and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA") unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality or entity (including Lender if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or

Form 3045 9/90

6H(UT) (9511)

Page 2 of 8

with the
KW

E: 1601438 BK1982 P61648

0006403539

earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property 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 any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. 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 paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 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 Security Instrument immediately prior to the acquisition.

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6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, 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 Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. 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.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 paragraphs 1 and 2 or change the amount of such payments.

11. 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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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15. Governing Law; Severability This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. 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 Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred, (b) cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note, Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. 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 of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument 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 non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument 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 expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 any part of the Property 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 the sale to the persons and in the manner prescribed by applicable law. After the time 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 any order Trustee determines. Trustee may in accordance with applicable law, 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 its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property 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 expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the county clerk of the county in which the sale took place.

22. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law.

23. **Substitute Trustee.** Lender, at its 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 Trustee herein and by applicable law.

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

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25. Riders to this Security Instrument If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument

[Check applicable box(es)]

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> VA Rider | <input checked="" type="checkbox"/> Other(s) [specify] Prepayment Rider | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it

Witnesses

Kenneth Winward
KENNETH WINWARD

_____, MYRTLE WINWARD (Seal)
Borrower

Myrtle Winward (Seal)
Borrower

_____, (Seal)
Borrower

_____, (Seal)
Borrower

_____, (Seal)
Borrower

_____, (Seal)
Borrower

_____, (Seal)
Borrower

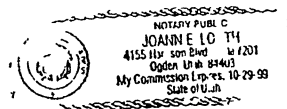
_____, (Seal)
Borrower

STATE OF UTAH,

Weber County ss

The foregoing instrument was subscribed and sworn to and acknowledged before me this 12-29-1998
by Kenneth Winward and Myrtle Winward

My Commission Expires 10-29-99



[Signature]
Notary Public
Residing at *Ogden*

E: 1601438 BK1982 PG1654

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 29th day of December, 1998, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

FIRST FRANKLIN FINANCIAL CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

491 EAST 3875 NORTH, NORTH OGDEN, Utah 84414

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:


A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.

In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the

MULTISTATE 1-4 FAMILY RIDER - Freddie Mac Uniform Instrument

Form 3170 3/93

Page 1 of 4

 -157U (8606)

VMP MORTGAGE FORMS - (800)521-7201

Initials: 



Document # L113A

E+ 1601438 BK1982 P61655

foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums

secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

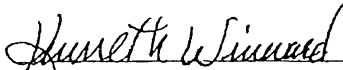
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

 (Seal)
KENNETH WINWARD Borrower

 (Seal)
MYRTLE WINWARD Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

ADJUSTABLE RATE RIDER

(LIBOR Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 29th day of December, 1998, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to FIRST FRANKLIN FINANCIAL CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 491 EAST 3875 NORTH, NORTH OGDEN, Utah 84414

{Property Address}

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 11.500 %. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of January, 2001, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and Three-Fourths Percentage points (6.750%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 14.500 % or less than 11.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.000%) from the rate of interest I have been paying for the preceding six months; subject to the following limits: My interest rate will never be greater than 17.500% nor less than 11.500 %.

Document # L390X

(page 1 of 2 pages) HP114

E# 1601438 BK1982 PG1659

(C) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF TITLE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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 Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee, and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to

the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security

Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases

Borrower in writing.

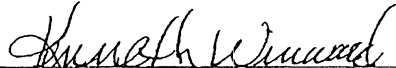
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration.

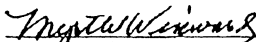
The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which

Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further

notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this adjustable Rate Rider.


KENNETH WINWARD (Seal)
Borrower


MYRTLE WINWARD (Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

PREPAYMENT RIDER

This Prepayment Rider is made this Twenty-Ninth day of December, 1998 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or the Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to

FIRST FRANKLIN FINANCIAL CORPORATION ("the Lender") of the same date and covering the property described in the Security Instrument and located at:

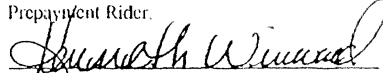
491 EAST 3875 NORTH
NORTH OGDEN, Utah 84414

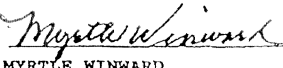
ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security instrument, Borrower and Lender further covenant and agree as follows:

Except as provided below, Borrower may make a full prepayment or a partial prepayment of principal at any time without paying any charge. However, if within the first 2 years after the date Borrower executes the Note, Borrower makes a full prepayment (including prepayments occurring as a result of the acceleration of the maturity of the Note), Borrower must, as a condition precedent to a full prepayment, pay a prepayment charge on the prepayment of that amount of principal which exceeds 20% of the principal amount stated in the Note (the "Excess Principal"). The prepayment charge will equal the interest that would accrue during a six-month period on the Excess Principal calculated at the rate of interest in effect under the terms of the Note at the time of the full prepayment.

Do not sign this Prepayment Rider before you read it. This Prepayment Rider provides for the payment of a charge if you wish to repay the loan prior to the date provided for repayment

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Prepayment Rider.

 (Seal) _____ (Seal)
KENNETH WINWARD

 (Seal) _____ (Seal)
MYRTLE WINWARD

Prepayment Rider - First Lien - AK, AZ, AR, CA, CO, KY, HI, ID, IN, MT, NB, NV, ND, OK, OR, SD, UT, WA, WY

w31114

PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U S SURVEY. BEGINNING AT A POINT 1157 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, AND RUNNING THENCE EAST 490 FEET; THENCE SOUTH 6 DEG 24 MIN WEST 28 FEET, THENCE SOUTH 13 DEG 37 MIN EAST 156 1/2 FEET, THENCE SOUTH 7 DEG 24 MIN WEST 85 FEET, MORE OR LESS TO A POINT THAT IS 892 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER, THENCE WEST 520 FEET, MORE OR LESS, TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER, THENCE NORTH LONG SAID QUARTER SECTION LINE 265 00 FEET TO THE PLACE OF BEGINNING CONTAINING 3 ACRES, MORE OR LESS TOGETHER WITH AND SUBJECT TO RIGHTS-OF-WAY FOR ROADS AS NOW LOCATED AND USED.
TOGETHER WITH AND SUBJECT TO RIGHT-OF-WAY (1039-368)

16-043-0007



W1904462

WHEN RECORDED MAIL TO:

ORDER NUMBER: *W11804*

FULL RECONVEYANCE

MOUNTAIN VIEW TITLE & ESCROW, INC., a Utah Corporation, as duly appointed Trustee under Deed of Trust hereinafter referred to, having received from holder of the obligations thereunder a written request to reconvey reciting that all sums secured by said Deed of Trust have been fully paid, and said Deed of Trust and the note or notes secured thereby having been surrendered to said Trustee for cancellation, does hereby RECONVEY, without warranty, to the person or persons legally entitled thereto, the estate now held by it hereunder, said Deed of Trust was executed by:

KENNETH WINWARD and MYRTLE WINWARD

and recorded in the official records of WEBER County, State of Utah on the 30 day of DECEMBER 1998 as Entry Number 1601438, in Book 1982 at Page 1647.

Said Property is legally described as:

SEE ATTACHED LEGALS

IN WITNESS WHEREOF, the undersigned, as Trustee, has caused its corporate name to be affixed this the 14 day of Jan, 2003

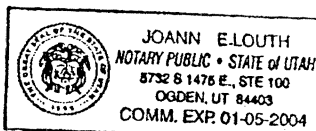
MOUNTAIN VIEW TITLE & ESCROW, INC.
AS TRUSTEE

BY: *[Signature]*
PRESIDENT

State of Utah

County of Weber

On the 14 day of Jan, 2003, personally appeared before me Michael L. Hendry, who being by me duly sworn, did say that he is the President of MOUNTAIN VIEW TITLE & ESCROW, INC. and that the said instrument was signed in behalf of and by authority of a resolution of its Board of Directors and the afore said officer acknowledged to me that said Corporation executed the same.



[Signature]
NOTARY PUBLIC
RESIDING AT:
COMMISSION EXPIRES 01-05-2004
DOUG CROFTS, WEBER COUNTY RECORDER
14-JAN-03 1223 PM FEE \$17.00 DEP CV
REC FOR: MOUNTAIN.VIEW.TITLE

Continued

16-043 0007, 0035

PARCEL 1:

PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 1157 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, AND RUNNING THENCE EAST 490 FEET; THENCE SOUTH 6 DEG 24 MIN WEST 28 FEET; THENCE SOUTH 13 DEG 37 MIN EAST 156 AND 1/2 FEET; THENCE SOUTH 7 DEG 24 MIN WEST 85 FEET; MORE OR LESS TO A POINT THAT IS 892 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE WEST 520 FEET, MORE OR LESS, TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER, THENCE NORTH ALONG SAID QUARTER SECTION LINE 265.00 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH AND SUBJECT TO RIGHTS-OF-WAY FOR ROADS AS NOW LOCATED AND USED.

TOGETHER WITH AND SUBJECT TO RIGHT-OF WAY (1039-368).

PARCEL 2:

PART OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 1483.0 FEET SOUTH AND 100 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, THENCE EAST 50 FEET, THENCE NORTH 267.00 FEET, THENCE EAST 87.00 FEET, THENCE NORTH 1 DEG 37 MIN EAST 402.09 FEET, THENCE WEST 148.34 FEET, THENCE SOUTH 669.09 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO RIGHT-OF-WAY (1039-368).

PARCEL 3:

PART OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 1483.0 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21; THENCE EAST 100 FEET; THENCE NORTH 435 FEET; THENCE WEST 100 FEET; THENCE SOUTH 435 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO RIGHT-OF-WAY (1039-368).

Continued

16-043-0011

PARCEL 4:

PART OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS EAST 272 FEET AND SOUTH 1 DEG 37 MIN WEST 1083.59 FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21, RUNNING THENCE SOUTH 1 DEG 37 MIN WEST 133 FEET, THENCE EAST 63.00 FEET, THENCE SOUTH 267.00 FEET, THENCE EAST 190 FEET, THENCE NORTH 6 DEG 24 MIN EAST 347.0 FEET, THENCE NORTH 15 DEG 12 MIN WEST 57.0 FEET TO A POINT WHICH BEARS EAST FROM THE POINT OF BEGINNING, THENCE WEST 272.98 FEET TO THE POINT OF BEGINNING.
RESERVING UNTO THE GRANTORS A PERPETUAL RIGHT-OF-WAY FOR PURPOSE OF INGRESS AND EGRESS OVER, ACROSS AND ALONG THE EASTERLY FEET AND THE SOUTH FEET OF THE ABOVE DESCRIBED PROPERTY.
TOGETHER WITH AND SUBJECT TO A RIGHT-OF-WAY (1039-368).

w31114
WHEN RECORDED MAIL TO:
KENNETH WINWARD
491 EAST 3875 NORTH
NORTH OGDEN, UTAH 84414

WARRANTY DEED

MYRTLE WINWARD, TRUSTEE OF THE RICHARD E. WINWARD TRUST DATED SEPTEMBER 12, 1980
A ONE-HALF INTEREST, AND MYRTLE WINWARD, TRUSTEE OF THE MYRTLE WINWARD TRUST
DATED SEPTEMBER 12, 1980, A ONE-HALF INTEREST

, grantor

of OGDEN, County of WEBER State of UTAH
hereby CONVEY and WARRANT to

KENNETH WINWARD AND MYRTLE WINWARD

grantee,

of 491 EAST 3875 NORTH, NORTH OGDEN, UTAH 84414
for the sum of Ten Dollars and other good and valuable consideration,
the following tract of land in WEBER County, State of Utah:

16-043-0007

Subject to easements, restrictions and rights of way of record.

WITNESS, the hands of said grantors, this 29 day of DECEMBER, 1998

Signed in the presence of

RICHARD E. WINWARD TRUST DATED 9-12-1980 BY:

MYRTLE WINWARD, TRUSTEE

Myrtle Winward, Trustee

MYRTLE WINWARD TRUST DATED 9-12-1980 BY:

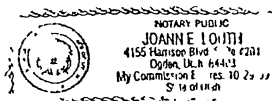
MYRTLE WINWARD, TRUSTEE

Myrtle Winward, Trustee

STATE OF UTAH)
)
COUNTY OF WEBER)

E: 1601437 BK1982 PG1645
DOUG CROFTS, WEBER COUNTY RECORDER
30-DEC-98 325 PM FEE \$12.00 DEF OCT
REC FOR: MOUNTAIN.VIEW.TITLE

On the 29 day of DECEMBER, A.D. 1998, personally appeared before me
MYRTLE WINWARD TRUSTEE FOR RICHARD E. WINWARD AND MYRTLE WINWARD
the signer of the within instrument, who duly acknowledged to me
that she executed the same



Joanne L. Smith
Notary Public
residing at Ogden
commission expires: 10-29-99

w31114

PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 1157 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21; AND RUNNING THENCE EAST 490 FEET; THENCE SOUTH 6 DEG 24 MIN WEST 28 FEET; THENCE SOUTH 13 DEG 37 MIN EAST 156 1/2 FEET; THENCE SOUTH 7 DEG 24 MIN WEST 85 FEET; MORE OR LESS TO A POINT THAT IS 892 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE WEST 520 FEET, MORE OR LESS, TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER, THENCE NORTH LONG SAID QUARTER SECTION LINE 265.00 FEET TO THE PLACE OF BEGINNING. CONTAINING 3 ACRES, MORE OR LESS. TOGETHER WITH AND SUBJECT TO RIGHTS-OF-WAY FOR ROADS AS NOW LOCATED AND USED. TOGETHER WITH AND SUBJECT TO RIGHT-OF-WAY (1039-368).

16-043-0001

1601437 BK1982 PG1646

Western Loan Services
Document Management
MS ID 56-PC-0125
P O BOX 5278
BOISE, ID 83705



DEED OF RECONVEYANCE

KNOW ALL MEN BY THESE PRESENTS

Whereas, on or about 3/11/97 MYRTLE WINWARD, as Trustor, executed and delivered to Key Bank National Association, a Deed of Trust naming Key Bank as Trustee and Beneficiary The Deed of Trust was recorded in the office of WEBER County, Utah, on 3/14/97, in Book 1852 at Page 770, as Instrument No 1460286 and pertains to certain real property and improvements located in said county and more fully described as follows

SEE ATTACHED

WHEREAS, Key Bank is the Trustee and Beneficiary under the Deed of Trust.

Now, Therefore, Key Bank, as Trustee, does hereby reconvey, to the person or persons entitled thereto all of the estate and interest derived to it by or through the Deed of Trust in the above described premises

Dated this 29TH day of JANUARY, 1999

By Marilyn Siro
KEYBANK NATIONAL ASSOCIATION
FKA KEY BANK OF UTAH

RETURN TO

GRANTORS

STATE OF IDAHO)
COUNTY OF ADA)

On this the 29th day of January, 19 99, before me the undersigned a Notary Public in and for said State, personally appeared Marilyn Siro, personally know to me or proved to me on the basis of satisfactory evidence to be the person whose name subscribed to the within instrument and acknowledged that (he/she) executed the same

Jennie Fialkowski
Notary Public in and for the State of Idaho

My Commission expires 9-3-2002



E# 1612802 BK1991 PG2938
DOUG COFFTS, WEBER COUNTY RECORDER
12-FEB-99 829 AM FEE \$12.00 DEP BCT
REC FOR: KEY.SERVICE.CORPORATION

SCHEDULE A

PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT 1157 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, AND RUNNING THENCE EAST 490 FEET; THENCE SOUTH 6DEGREES 24' WEST 28 FEET; THENCE SOUTH 13 DEGREE 37' EAST 156.5 FEET; THENCE SOUTH 7DEGREES 24' WEST 85 FEET; MORE OR LESS TO A POINT THAT IS 892 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE WEST 520 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SOUTHWEST QUARTER; OF SAID SOUTHWEST QUARTER; THENCE NORTH ALONG SAID QUARTER SECTION LINE 265.00 FEET TO THE PLACE OF BEGINNING TOGETHER WITH AND SUBJECT TO RIGHTS-OF-WAY FOR ROADS AND NOW LOCATED AND USED.
TOGETHER WITH AND SUBJECT TO RIGHT OF WAY (1039-368).

16-043-0007.

County: WEBER

SCHEDULE B

FIRST DEED OF TRUST HELD BY GREAT WESTERN THRIFT AND LOAN TOGETHER WITH AND SUBJECT TO RIGHTS -OF-WAY FOR ROADS AND NOW LOCATED AND USED.
TOGETHER WITH AND SUBJECT TO RIGHT OF WAY (1039-368).

E: 1612802 BK1991 PG2939

~~E: 1460286 BK1852 PG774~~

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

Tab 14

12/4/11
 Atty Fees CR BOK United Savings Loan
 Club Manhattan
 Go Bottom Atty 11/29 56 \$ 4000.00
 mervin j. ymch CR # 233
 Go Bottom CR # 511/91 4315.06
 CR 106 \$ 8315.06

ask BOB
 IRS Internal Rev Service \$ 20,876.64
 CR # 241 5/28/91

Tab 15

FARR, KAUFMAN, HAMILTON
PHILLIPS, SULLIVAN, GORMAN & PERKINS

COPY

ATTORNEYS AT LAW
205 26TH STREET, SUITE 34
BAMBERGER SQUARE BUILDING

OGDEN, UTAH 84401

PHONE 394-5526
AREA CODE 801

STEPHEN W. FARR
STEVEN M. KAUFMAN
DAVID R. HAMILTON
ROBERT V. PHILLIPS
KEVIN P. SULLIVAN
DEIRDRE A. GORMAN
RONALD W. PERKINS
TED K. GODFREY
G. SCOTT JENSEN

August 24, 1988

Jamis Johnson
Attorney at Law
68 South Main Street
Fifth Floor
Salt Lake City, Utah 84101

Re: State of Utah vs. Ken Winward, and
Approved Financial Services of Ogden, et al vs.
Kenneth E. Winward, et al

Dear Mr. Johnson:

Pursuant to our telephone conversation of August 23, 1988, please find enclosed the proposed Satisfaction of Judgment, pursuant to the agreement reached in open court before Judge W. Brent West of the Ogden Circuit Court on August 16, 1988.

As agreed in open court, W. Michael Hunter stipulated to satisfy this civil matter along with the criminal matter upon the amount of \$2,516.00 being tendered to him.

Enclosed is a copy of the check I am holding in my office made payable to W. Michael Hunter in the amount of \$2,516.00, per the Court's decree. If you would please sign the satisfaction on behalf of W. Michael Hunter and Approved Financial Services of Ogden, Inc., I will immediately forward the certified check to W. Michael Hunter, a copy of which I have enclosed herein so it is verified I am holding the check. I will not file the satisfaction of judgment until I have put the check in the mail to Mr. Hunter so that it is contemporaneous with the filing. I understand that Mark Kennedy originally showed as attorney of record in the civil action herein, but you advised me that you are now representing Mr. Hunter for purposes of this matter and that you have the authority to satisfy the judgment on his behalf and Approved Financial Services of Ogden, Inc.

Jamis Johnson, Esq.
Page 2
August 24, 1988

If you understand differently or have any questions concerning the enclosed document, please advise. Otherwise, upon receipt back of a signed and authorized satisfaction herein, I will immediately forward Mr. Hunter the check I am holding. Thank you so much. I remain.

Respectfully yours,

Steven M. Kaufman
Attorney at Law

SMK:cp
Enclosure
cc: Michael Hunter
Ken Winward

**First
Security**

First Security Bank of Utah, N.A.
Salt Lake City, Utah

Official Check

Office No.

072

848553474

Date

Aug. 23, 1988

Payee

*****M. MICHAEL HUNTER*****

\$

*****2,516.00***

Purchaser

2516.00

Receipt

For

KEN WINWARD

Not Negotiable

08/23/88 10:46:59 072 0879 0308
CASHIERS CK #553474

1***2516.00

FEE \$0.00

Tab 16

II

WEBER COUNTY RECORDER ABSTRACT OF TITLE

SERIAL NUMBER: 16-043-0007

GRANTOR: WINWARD, MYRTLE TRUSTEE

491 E 3875 N
OGDEN UT
84414

TAX UNIT
10

DESCRIPTION OF PROPERTY: 2002 R/P; ACRES: 2.01

PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 1157 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, AND RUNNING THENCE EAST 490 FEET; THENCE SOUTH 6D24' WEST 28 FEET; THENCE SOUTH 13D37' EAST 20.64 FEET, THENCE NORTH 89D17'18" WEST 230.74 FEET, THENCE SOUTH 11D05'24" EAST 193.32 FEET, THENCE NORTH 89D58'07" EAST 218.19 FEET, THENCE SOUTH 7D24' WEST 29.89 FEET, MORE OR LESS, TO A POINT THAT IS 892 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER, THENCE WEST 520 FEET, MORE OR LESS, TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER, THENCE NORTH ALONG SAID QUARTER SECTION LINE 265.00 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH AND SUBJECT TO RIGHTS OF WAY FOR ROADS AS NOW LOCATED AND USED.

TOGETHER WITH AND SUBJECT TO RIGHT OF WAY (1039-368).

GRANTOR/ GRANTEE	KIND OF DOC CONSIDERATION TP	BOOK - PAGE ENTRY NBR	REC DATE DOC DATE	TIME RELEASE	ENTRY REF
MERCIAL SECURITY BANK TR WINWARD, RICHARD E & WF	RECONVEYANCE \$0.00	1392-1005 846751	05-NOV-1981 10/20/1981	11:48 1207-0621	
BEN LOMOND ESTATES EAST WILLOW SPRINGS IRRIGATION	QUIT CLAIM DEED \$1.00	1425-2025 881368	01-JUN-1983 03/31/1983 -	10:15	
WINWARD, RICHARD E & WF WINWARD, RICHARD E & MYRTLE TR	WARRANTY DEED \$10.00	1517-1043 1011349	14-MAY-1987 06/17/1986 -	04:13	
WINWARD, MYRTLE WINWARD, RICHARD EUGENE DECED	AFFT & DTH CERT \$0.00	1667-2503 1231332	15-JUN-1993 06/15/1993	03:04 10-REF	
WINWARD, MYRTLE TR BANK OF UT	DEED OF TRST \$51,345.00	1715-0614 1290925	10-MAY-1994 05/05/1994 -	02:44	
WINWARD, MYRTLE TR GREAT WESTERN THRIFT & LN ETAL	DEED OF TRST \$90,000.00	1742-1403 1326853	28-DEC-1994 12/22/1994 -	03:09	
BANK OF UT TR WINWARD, MYRTLE TR	RECON \$0.00	1744-2264 1329903	24-JAN-1995 01/11/1995	01:37 1715-0614	
WINWARD, MYRTLE GREAT WESTERN THRIFT & LN ETAL	DEED OF TRST \$115,000.00	1778-0560 1371310	31-OCT-1995 10/30/1995 -	04:18	
GREAT WESTERN THRFT & LN WEST TITLE SERV INC	SUB TRUSTEE \$0.00	1786-2322 1381776	05-JAN-1996 11/16/1995	03:30 1742-1403	
WEST TITLE SERV INC TR WINWARD, MYRTLE TR	RECON \$0.00	1786-2331 1381779	05-JAN-1996 11/09/1995	03:32 1742-1403	
ARD, MYRTLE EYBANK NATL ASSN	DEED OF TRST \$115,000.00	1852-0770 1460286	14-MAR-1997 03/11/1997 -	03:32	
EYBANK NATL ASSN HOM IT MAY CONCERN	REQ FOR NTC \$0.00	1852-0775 1460287	14-MAR-1997 // 1778-0560	03:33	

III

GRANTOR/ ANTEE	KIND OF DOC CONSIDERATION TP	BOOK - PAGE ENTRY NBR	REC DATE DOC DATE	TIME RELEASE	ENTRY REF
WINWARD, MYRTLE TR WINWARD, KENNETH ETAL	WD \$10.00	1982-1645 1601437	30-DEC-1998 12/29/1998 -	03:25	
WINWARD, KENNETH ETAL FIRST FRANKLIN FINL CORP ETAL	DEED OF TRST \$235,000.00	1982-1647 1601438	30-DEC-1998 12/29/1998 -	03:26	
FIRST COMMUNITY IND BANK ETAL INVEST TTL SERV INC ETAL	SUB TR/RECON \$0.00	1985-1200 1604976	13-JAN-1999 01/03/1999 1778-560	02:34	
KEYBANK TR WINWARD, MYRTLE	RECON \$0.00	1991-2938 1612802	12-FEB-1999 01/29/1999 1852-770	08:29	
WINWARD, KENNETH ETAL WINWARD, MYRTLE TR	QCD \$10.00	2052-2642 1683842	11-JAN-2000 02/11/1999 -	02:46	
WINWARD, KENNETH ETAL WINWARD, MYRTLE TR	QCD \$10.00	2052-2644 1683843	11-JAN-2000 02/11/1999 -	02:46	
FIRST FRANKLIN FINL CORP NATIONS CREDIT EQUITY SERV CORP	ASGNMT \$0.00	2053-1827 1684669	18-JAN-2000 // 1982-1647	08:40	
BANK OF NEW YORK LUNDBERG, SCOTT	SUB TR \$0.00	2239-2805 1855417	17-JUN-2002 06/11/2002 -	01:48	1601438
LUNDBERG, SCOTT TR WINWARD, KENNETH ETAL	NTC DFLT \$0.00	2239-2807 1855418	17-JUN-2002 06/13/2002 -	01:48	1601438
NATIONSCREDIT FINL SERV CORP OF NY	ASGNMT \$0.00	2245-2110 1860694	10-JUL-2002 06/28/2002 -	02:40	1601438
LUNDBERG, SCOTT TR WINWARD, KENNETH ETAL	CNCLN NTC DFLT \$0.00	2251-2012 1865801	01-AUG-2002 07/29/2002 -	11:11	1855418
MOUNTAIN VIEW TTL & ESC TR WINWARD, KENNETH ETAL	RECON \$0.00	2307-0976 1904462	14-JAN-2003 01/14/2003 1982-1647	12:23	1601438
WINWARD, KENNETH E TR ETAL QUESTAR GAS CO	EASMT GRANT \$1.00	2323-0358 1915908	26-FEB-2003 02/10/2003 -	08:38	
NATIONSCREDIT FINL SERV LUNDBERG, J SCOTT	SUB TR \$0.00	2326-0681 1917431	03-MAR-2003 11/21/2002 1982-1647	08:37	1601438
LUNDBERG, J SCOTT TR WINWARD, KENNETH ETAL	RECON \$0.00	2326-0683 1917432	03-MAR-2003 02/18/2003 1982-1647	08:37	1601438

*** RUN DATE: 30-JUN-2004 ***

*** END OF ABSTRACT ***

Tab 17

SECURITY AGREEMENT
(Equipment, Consumer Goods and Fixtures, But Not Motor Vehicles)

On this 31st day of August, 19 87, Beth Winward
Debtor, hereby agrees with and grants to Tom Hatsis and Duke Hatsis, "Secured Party," a security interest in the following property:

See Exhibit "A" attached hereto

and all additions and accessions thereto, herein collectively called the "Collateral," to secure all Debtor's present and future debts, obligations and liabilities of what
ever nature to Secured Party (the "Obligations"), including the Business Purchase Agreement, note executed by Debtor to Secured Party in the amount of \$ 100,000.00 and Debtor
obligations hereunder.

A. WARRANTIES

Debtor warrants:

1. **USE** — The Collateral is used or bought for use primarily for (check one): ☐ personal, family or household purposes. ☒ business. ☐ farming operation;
2. **PURCHASE MONEY** — If checked here ☒, the Collateral is being acquired by Debtor with the proceeds of a loan from Secured Party, which proceeds will be used for no other purpose and Secured Party may disburse such proceeds directly to the seller of the Collateral.
3. **LOCATION OF COLLATERAL** — The Collateral will be kept within the State of Utah at the address below Debtor's signature (or, if not, at Salt Lake County, Utah) and will not be removed therefrom without prior written consent of Secured Party;
4. **MOBILE EQUIPMENT** — If any Collateral is equipment normally used in business or farming operations in more than one state, Debtor's chief place of business is at the address below Debtor's signature (or, if not, at _____). Debtor will immediately give written notice to Secured Party of any change in such chief place of business.
5. **FIXTURES** — The Collateral is not attached or to be attached to real estate unless checked here ☒ (Balance applicable only if box checked.) If the Collateral is or will become a fixture to real estate, the legal description of such real estate is: 5 East 400 South, Salt Lake City, Utah and the name of the record owner of such real estate is: Christopoulos Enterprises and Debtor will furnish Secured Party with disclaimers signed by all parties having interests in the real estate which are prior to the interest of Secured Party in the Collateral;
6. **OWNERSHIP** — Debtor has clear title to the Collateral free of all encumbrances and security interests other than this Agreement.

B. PERSONS BOUND

Each person signing this Agreement, other than the Secured Party, is a Debtor and all obligations of all Debtors are joint and several.

C. OTHER PROVISIONS

THIS AGREEMENT INCLUDES ALL THE PROVISIONS ON THE REVERSE SIDE.

Secured Party: Tom Hatsis and Duke Hatsis

Debtor: Beth Winward

By: Duke Hatsis

Address: 5 East 400 South, Salt Lake City, UT 84111

Address: P. O. Box 44, Salt Lake City, Ut 84111

Debtor: _____

Address: _____



*Steve Was to come see us back to us
When Ken + Beth Paid on loan*

CMA[®] Cash Management Account[®] Monthly Statement

CCOUNT NO.	TAXPAYER NO.	STATEMENT PERIOD	PAGE	F/C
24-22954	528-10-5838	11/28/87 TO 12/31/87	1	9138
OUR FINANCIAL CONSULTANT 138 ERRY/SCOTT 801) 399-3411		OFFICE SERVING YOUR ACCOUNT 289 24TH ST SUITE 100 OGDEN UT 84401		

SUMMARY PAGE

RICHARD E WINWARD & MYRTLE
WINWARD TTEE UA 7-26-76 BY
RICHARD E WINWARD TR
3875 NORTH 491 EAST
OGDEN UT 84404

OR CUSTOMER SERVICE PLEASE CALL TOLL FREE 1-800-CMA-INFO (1-800-262-4636)
OR CMA ACCOUNT BALANCE, AUTHORIZATION LIMIT AND CHECKS CLEARED CALL TOLL FREE 1-800-CMA-DATA (1-800-262-3282)**

YOUR ACCOUNT STATUS		
	AS OF 11/28/87	AS OF 12/31/87
SH	\$.11CR	\$1.58CR
A FUNDS	\$4,232.00	\$7,853.00
HER MONEY FUNDS ICED INVESTMENTS	\$126,223.00	\$125,424.00
ICED PORTFOLIO.....	\$130,455.11CR	\$133,278.58CR
RROWING POWER THORIZATION LIMIT....	\$4,231.00	\$7,851.00

YOUR INVESTMENT INCOME		
	THIS STATEMENT	YEAR TO DATE
A FUNDS DIVIDENDS	\$59.97	\$472.43
A FUNDS (TAX EXEMPT)		
VIDENDS (REPORTABLE)		
TEREST (REPORTABLE)		
TEREST (NOT REPORTABLE)	\$5,562.50	\$11,125.00
TAL INCOME.....	\$5,622.47	\$11,597.43

YOUR ACCOUNT ACTIVITY		
BALANCE (CMA FUNDS + CASH)	AS OF 11/28/87	\$4,232.11CR
	AS OF 12/31/87	\$7,854.58CR
NET CHANGE FOR STATEMENT PERIOD.....		\$3,622.47CR
INVESTMENTS YOU SOLD		
TOTAL INCOME YOU RECEIVED	\$5,622.47	
FUNDS RECEIVED FROM YOU		
OTHER CREDITS		
TOTAL CREDITS.....	\$5,622.47	
INVESTMENTS YOU BOUGHT		
CMA CHECKS YOU WROTE	\$2,000.00	
VISA CARD TRANSACTIONS		
INTEREST CHARGED TO YOU		
FEES CHARGED TO YOU		
OTHER DEBITS		
TOTAL DEBITS.....	\$2,000.00	

*Ken + Beth
Bank of Utah
This money Paid to
Steve Matthews for Ken + Beth
Payment on 100,000.00 line of credit
also Beths House*

YOUR AVERAGE RATE OF RETURN FROM		
	11/20/87	THRU 12/31/87
CMA MONEY FUND	6.77%	FOR CURRENT RATE INFORMATION CALL 24 HOURS TOLL-FREE 1-800-CMA-EARN (1-800-262-3276)

AS REQUIRED BY THE TAX REFORM ACT OF 1986, MERRILL LYNCH MUST REPORT DIVIDENDS THAT
ACCUE UP THROUGH DECEMBER 31ST. YOUR STATEMENT ENCLOSURE EXPLAINS THE DETAILS.

DECEMBER 1987

urge you to keep this statement with your investment records.

se advise your Financial Consultant immediately of any discrepancies in securities transactions or investment activity on your statement of account or if you
emplate changing your address. Send all correspondence relating to these matters to the office serving your account. For all other questions about your statement
inquiries by telephone to 1-800 CMA INFO (1-800 262 4636) or in writing to Merrill Lynch CMA Operations, New Brunswick N.J. 08989-0566. When making
inquiries please give your account number. See back of page for definitions of Key terms and for balancing instructions

7097 (Rev 2-86)

Merrill Lynch, Pierce, Fenner & Smith Inc.
Member, Securities Investor Protection Corporation (SIPC)



CMA[®] Cash Management Account[®] Monthly Statement

ACCOUNT NO. 424-22954	TAXPAYER NO. 528-10-5838	STATEMENT PERIOD 11/28/87 TO 12/31/87	PAGE 2	F/C 9138
--------------------------	-----------------------------	--	-----------	-------------

RICHARD E WINWARD & MYRTLE
WINWARD TTEE UA 7-26-76 BY

YOUR INVESTMENTS

QUANTITY	INVESTMENT DESCRIPTION	EQUITY SYMBOL	ESTIMATED CURRENT PRICE	ESTIMATED CURRENT MARKET VALUE	ESTIMATED CURRENT YIELD	ESTIMATED ANNUALIZED INCOME
<u>EQUITIES</u>						
500 15	MIDWEST RLTY&FIN INC MLH INC RLTY PARTNSH III	CASH CASH	UNAVAILABLE 1000.000	\$15,000	3.00	\$450
<u>MUNICIPAL BONDS</u>						
100000	SAINT BERNARD PARISH LA PCR TNCO OIL CO TNCO INC DEC82 11.125%DEC01 12JD	CASH	110.424	\$110,424		
TOTALS FOR PRICED INVESTMENTS.....				\$125,424		\$450
CASH.....				\$1.58CR		
<u>MONEY ACCOUNTS</u>						
7853	CMA MONEY FUND	CASH	1.000	\$7,853		
PRICED PORTFOLIO.....				\$133,278.58CR		

DETAILS OF YOUR INVESTMENT ACTIVITY

DATE	TRANSACTION	QUANTITY	SECURITY DESCRIPTION	PRICE	DEBIT	CREDIT
<u>DIVIDENDS & INTEREST</u>						
01	COUPON INTEREST		SAINT BERNARD PARISH LA PCR TNCO OIL CO TNCO INC DEC82 11.125%DEC01 12JD			\$5,562.50
TOTALS.....						\$5,562.50

DECEMBER 1987

Please keep this statement with your investment records

If you notice any discrepancies in securities transactions or investment activity on your statement of account or if you need to change your address, please contact your Financial Consultant immediately. For all other questions about your statement, please call 1-800-CMA-INFO (1-800-262-4636) or in writing to Merrill Lynch CMA Operations, New Brunswick, NJ 08999-0566. When making inquiries, please give your account number. See back of page for definitions of key terms and for balancing instructions.

397 (Rev 2-86)

Merrill Lynch, Pierce, Fenner & Smith Inc.
Member, Securities Investor Protection Corporation (SIPC)

ACCOUNT NO. 24-22954	TAXPAYER NO. 528-10-5838	STATEMENT PERIOD 11/28/87 TO 12/31/87	PAGE 3	F/C 9138
-------------------------	-----------------------------	--	-----------	-------------

 RICHARD E WINWARD & MYRTLE
 WINWARD TTEE UA 7-26-76 BY

DETAILS OF YOUR MONEY FUNDS

ND NAME	OPENING BALANCE	CLOSING BALANCE	DIVIDENDS / THIS PERIOD	INTEREST YEAR-TO-DATE	AVERAGE BALANCE	NO.OF DAYS	RATE OF RETURN
A MONEY FUNDS							
A MONEY FUND	\$4,232.00	\$7,853.00	\$59.97	\$472.43	\$7,691.39	42	6.77%

SPECIAL MONTHLY AND YEAR TO DATE INFORMATION

DESCRIPTION	THIS STATEMENT	YEAR TO DATE
INTEREST (NOT REPORTABLE)	\$5,562.50CR	\$11,125.00CR
MUNICIPAL INTEREST	\$5,562.50CR	\$11,125.00CR

YOUR DAILY ACCOUNT ACTIVITY

E	TRANSACTION	QUANTITY DESCRIPTION	PRICE	DEBIT	CREDIT	CASH BALANCE	CMA FUNDS & ISA BALANCES
27	.....	OPENING BALANCE.....			\$.11	\$.11CR	4,232
01	COUPON INTEREST	SAINT BERNARD PARISH LA PCR TNC0 OIL CO TNC0 INC DEC82 11.125%DEC01 12JD			\$5562.50	\$5562.61CR	4,232
02	BOUGHT	5562 CMA MONEY FUND		\$5562.00		\$.61CR	9,794
23	CHECK #0153	BANK OF UT		\$2000.00		\$.61CR	7,794
23	SOLD	2000 CMA MONEY FUND			\$2000.00	\$.61CR	7,794
31	SHARE DIVIDEND	59 CMA MONEY FUND					
31	CASH DIVIDEND	CMA MONEY FUND FROM 11-20 THRU 12-31			\$.97	\$1.58CR	7,853

*Ken + Beth
 I Paid Steve 2000.00
 on Bank Payments on
 Loan -*

DECEMBER 1987

Urge you to keep this statement with your investment records

Use advise your Financial Consultant immediately of any discrepancies in securities transactions or investment activity on your statement of account or if you
 template changing your address. Send all correspondence relating to these matters to the office serving your account. For all other questions about your statement
 ct inquiries by telephone to 1 800 CMA INFO (1 800 262 4638) or in writing to Merrill Lynch CMA Operations New Brunswick NJ 08989 0566 When making
 uries please give your account number. See back of page for definitions of key terms and for balancing instructions

1e 7097 (Rev 2-86)

 Merrill Lynch, Pierce, Fenner & Smith Inc.
 Member, Securities Investor Protection Corporation (SIPC)



CMA[®] Cash Management Account[®] Monthly Statement

ACCOUNT NO.	TAXPAYER NO.	STATEMENT PERIOD	PAGE	F/C
424-22954	528-10-5838	11/28/87 TO 12/31/87	4	9138

RICHARD E WINWARD & MYRTLE
WINWARD TTEE UA 7-26-76 BY —

YOUR DAILY ACCOUNT ACTIVITY

FE	TRANSACTION	QUANTITY	DESCRIPTION	PRICE	DEBIT	CREDIT	CASH BALANCE	CMA FUNDS & ISA BALANCES
31		CLOSING BALANCE.....				\$1.58CR	7,853

DECEMBER 1987

Keep this statement with your investment records

Advise your Financial Consultant immediately of any discrepancies in securities transactions or investment activity on your statement of account or if you
update changing your address. Send all correspondence relating to these matters to the office serving your account. For all other questions about your statement
inquires by telephone to 1 800 CMA INFO (1 800 262 4636) or in writing to Merrill Lynch CMA Operations, New Brunswick, NJ 08989 0566. When making
3s please give your account number. See back of page for definitions of key terms and for balancing instructions.

197 (Rev 2-86)

Merrill Lynch, Pierce, Fenner & Smith Inc.
Member, Securities Investor Protection Corporation (SIPC)



CMA Cash Management Account®
Monthly Statement

COUNT NO.	TAXPAYER NO.	STATEMENT PERIOD	PAGE	F/C
4-22954	528-10-5838	11/28/87 TO 12/31/87	5	9138

RICHARD E WINWARD & MYRTLE
WINWARD TTEE UA 7-26-76 BY

—

REPORT LOST/STOLEN VISA CARD OR CHECKS CALL THE TOLL-FREE-NUMBER 1-800-CMA-LOST (1-800-262-5678).
IN THE CMA SERVICE OFFICE IS CLOSED CALL 1-800-262-3366.

CHECKS YOU WROTE

CHECK NUMBER	DATE WRITTEN	DATE CLEARED	PAYEE	AMOUNT
13	12/21	12/23	BANK OF UT	\$2,000.00
.....TOTAL CHECKING ACTIVITY.....				\$2,000.00

IF YOU HAVE AN ALPHABETIC CHARACTER IN YOUR ML ACCOUNT NUMBER, PLEASE CALL 1-800-CMA-INFO TO OBTAIN YOUR ACCESS CODE TO CMA-DATA

AS REQUIRED BY THE TAX REFORM ACT OF 1986, MERRILL LYNCH MUST REPORT DIVIDENDS THAT
ACCRUE UP THROUGH DECEMBER 31ST. YOUR STATEMENT ENCLOSURE EXPLAINS THE DETAILS.

DECEMBER 1987

Please keep this statement with your investment records

Please advise your Financial Consultant immediately of any discrepancies in securities transactions or investment activity on your statement of account or if you complete changing your address. Send all correspondence relating to these matters to the office serving your account. For all other questions about your statement, inquiries by telephone to 1-800-CMA-INFO (1-800-262-4636) or in writing to Merrill Lynch CMA Operations, New Brunswick, NJ 08909-0566. When making references, please give your account number. See back of page for definitions of key terms and for balancing instructions.

7097 (Rev 2-86)

Merrill Lynch, Pierce, Fenner & Smith Inc.
Member, Securities Investor Protection Corporation (SIPC)

Tab 18

Int + Paid

Sold House 2842 N. 450 E No Cyden lot 86

Int Paid Jan to Dec

Escro #3822

Buyer James Baldwin

Int Paid 5786.10
Jan 1 To Dec 31 1989

Int Paid on loans - 89

Gardenwest Pn Union #284.97

United Savings and Loan Myrtle 434.86

DICK 235.89

56,000.00

~~from 778.00~~

BORWT CR Dec 667.61

56,667.61
Int 418.08
57,085.69

* Pay off Bank of Utah Int Paid 18,770.15
Loan Inst Sec Int Paid 312.12

Line of Cr for Ken (2-50,000.00) - *
Bank of Utah

Tab 19

WEST ONE
BANK

00001209R

WEST ONE BANK, UTAH

E.I.N. 87-0125356

OGDEN OFFICE

PHONE: (801) 621-7070

THIS STATEMENT ISSUED IN LIEU OF A 1099 U.S. INFORMATION RETURN
AND/OR 1098 MORTGAGE INTEREST STATEMENT

RICHARD E WINWARD
3875 NORTH 491 EAST
N OGDEN UTAH
XXXXXXXXXXXXXXXX 84404

0002

FOR CALENDAR YEAR
1991 <i>PICK</i>
TAXPAYER ID NUMBER
528-10-5838
529-40-2828

INTEREST

paid

REPORTED TO THE INTERNAL REVENUE SERVICE

12,392.00

1098 TYPE	ACCOUNT NUMBER	
COMMERCIAL	0002 000084099039001	
BOX 1	MORTGAGE INTEREST PAID	6,026.20
COMMERCIAL	0002 000084099039002	
BOX 1	MORTGAGE INTEREST PAID	6,365.80
FORM 1098 TOTAL INTEREST PAID		12,392.00

US Bank
801 534 6164
801 534 6168
(Doug Messer)

PLEASE ADVISE US IMMEDIATELY IF THE TAX IDENTIFICATION
NUMBER SHOWN HERE IS INCORRECT.

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE
REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER PENALTY MAY BE ASSESSED.

1991

Finance Chgs During Year

R. C. Kelley Co	120.97
Master Chg Card	20.00
Safety Deposit Box	75.05 ④
Handling & Shipping License	35.00
Postage	58.08
Lease	88.60
ZPM	155.17
Grace Fund 1991	771.77
BOA mail - TOTAL	150.17
Domestic Taxes 1991	\$132.00 a year
Wt. down 11 ght	
	<u>\$2334.07</u>

ask BOB about SOCS

What one Bank gave 1098* 12,392.01
Interest paid Total but

Tab 20

GMAC
PO BOX 30873
SALT LAKE CY UT 84130

GMAC
FINANCIAL SERVICES

STATEMENT DATE: 01-13-92
PAGE: 1 OF 1

OR ASSISTANCE OR INFORMATION ON YOUR ACCOUNT, CALL (801) 261-7000

RICHARD E WINWARD
2913 GRANT AVE
OGDEN UT 84401-3711

TRANSACTION SUMMARY

COLLATERAL: 88 CHEV BLAZER
PURCHASED FROM: GUS PAULOS CHEVROLET
ACCOUNT NO.: 074-1611-93489

DATE	AMOUNT RECEIVED	PAYMENT WAS APPLIED AS INDICATED			REMAINING UNPAID BALANCE
		UNPAID BALANCE	FINANCE CHARGE	LATE CHARGE	
09-18-91					\$ 7,581.36
09-24-91	\$ 7,343.20	\$ 7,254.15	\$ 89.05	\$.00	\$ 327.21
09-24-91	\$ 30.75	\$.00	\$.00	\$ 30.75	\$ 327.21
10-22-91	\$ 327.21	\$ 324.14	\$ 3.07	\$.00	\$ 3.07
11-07-91	\$ 3.07	\$ 3.06	\$.01	\$.00	\$.01
11-07-91	\$.01	\$.01	\$.00	\$.00	\$.00
FOR INFORMATIONAL PURPOSES ONLY					

NEXT PAYMENT DUE

For your information:

Your last payment completed your contract with GMAC. Finance charges of \$ 771.77 were paid on this account during 1991. Please keep this information for your records. We are pleased to have had the opportunity to serve you and hope you will consider GMAC for your future financing needs.

GMAC
FINANCIAL SERVICES

CHECK NUMBER

DATE ISSUED

AMOUNT PAID

ACCOUNT NUMBER

RICHARD E WINWARD

STATEMENT DATE
01-13-92

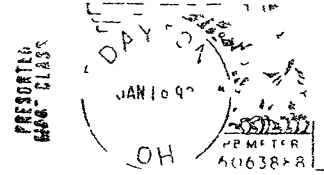
RETURN THIS COUPON WITH YOUR
REMITTANCE MADE PAYABLE TO

NO REMITTANCE REQUIRED
FOR INFORMATIONAL
PURPOSES ONLY

TOTAL AMOUNT DUE

00 00 000 0000 00000 0 00000000 0 0 0

GENERAL MOTORS ACCEPTANCE CORPORATION



FORWARDING AND ADDRESS CORRECTION REQUESTED

Mac
Kent's Car
Finance clips for
1991 7/7/97
David



Tab 21

Department of the Treasury
Internal Revenue Service
1160 W. 1200 S.
Director OGDEN, UT 84201

25251-037-15404-91

5101

Date of
This Notice:

DIRS #: 8721120760
02/20/91
W110

		Assessment Date	
55	8906	02/20/91	670
			570
<div>RICHARD WINWARD MANHATTAN CLUB 491 E 3875 N N OGDEN</div>			
		UT	84414

If you find it necessary
to inquire about your
account, please refer
to this number.

528-10-5838

Form Number

CYPN

Tax Period Ended:

06/30/89

Statement of Tax Due on Federal Tax Return

This is a notice of tax due on your return identified above. The amount shown as Balance Due should be paid within 10 days from the date of this notice. Please make your check or money order payable to Internal Revenue Service and send it with this notice to the address shown above.

If the total amount due as shown below is incorrect because of a recent payment, please send any balance due and attach an explanation of the difference.

Reference
02/20/91 ADD TAX

Assessment
0.00

Adjustment or Credit

Balance Due

See Enclosed Notice

618

6,614.08



Paid 500.00
Pashiers SK
Paid By Allen Sherry

6,614.08

Please return this copy with your payment to the address shown above

Form 3552 (Part 3) (Rev. 8-89)

Tab 22

1988

Jesse Roenig

is a student
is a boy

5,000.00

William M. Cullen

435-647-0716

435-513-0358

Tab 23



UNITED SAVINGS BANK

Call your local branch or one of the numbers below for further information
SAVINGS RATES: 524 4880
CHECKING ACCOUNTS: 1 800 962 5520
CONSUMER LOANS: 521 9560
Salt Lake Area: 524 4880
Idaho Falls: 524 4880
Elsewhere: 1 800 338 6765
Ogden: 626 2200
Outside of Utah: 1 800 423 5719

TAX IDENTIFICATION NUMBER

528-10-5838

RICHARD WINWARD
3875 NORTH 491 EAST
OGDEN UT 84404

NOTICE

OF LOAN INTEREST PAID FOR 1991

IMPORTANT

RETAIN
FOR YOUR
TAX RECORDS

LOAN NUMBER

21010J1565 SAVINGS SECURED

*** TOTAL PAID ***

INTEREST PAID

236.27

236.27



UNITED SAVINGS BANK

NOTICE

OF LOAN MATURITY

Call your local branch or one of the numbers below for further information.
SAVINGS RATES: CHECKING ACCOUNTS: CONSUMER LOANS
Savings Rates: 3.00% to 8.00% Checking Rates: 3.00%
Idaho Toll: 1-800-338-6765 Outside of Utah: 1-800-423-5719
Elsewhere: 1-800-338-6765

LOAN NUMBER 2101001565 MATURITY 12/02/91

Not Paid
RICHARD WINWARD
3875 NORTH 491 EAST
OGDEN UT 84404

PRINCIPAL	7,000.00
INTEREST	234.74
TOTAL DUE	7,234.74
DAILY	1.53

LOAN MATURITY NOTICE
BROKER: RICHARD WINWARD
LOAN NUMBER: 2101001565
CURRENT RATE: 3.0000%
NOTE DATE: 07/02/91
MATURITY DATE: 12/02/91
PRINCIPAL: 7,000.00
INTEREST: 234.74

TOTAL AMOUNT DUE 7,234.74
DAILY INTEREST 1.53

* TOTAL AMOUNT DUE MAY VARY IF NOT PAID ON *
* THE MATURITY DATE *****



UNITED SAVINGS BANK

Call your local branch or one of the numbers below for further information.
SAVINGS RATES: Salt Lake: 530-1849, Idaho Falls: 524-4880, Elsewhere: 1-800-338-6765
CHECKING ACCOUNTS: Salt Lake Area: 530-1880, Elsewhere: 1-800-962-5520
CONSUMER LOANS: Salt Lake: 521-9560, Ogden: 626-2200, Outside of Utah: 1-800-423-5719

NOTICE

OF APPROACHING CD MATURITY

CERTIFICATE	TERM	RATE	MATURITY
111135156	182 DAYS	6.0000	12/02/91

Loan Payoff \$7236.27

RICHARD WINWARD
AS TRUSTEE FOR
MYRTLE WINWARD
3875 NORTH 491 EAST
OGDEN UT 84404

3479.7

Received

INTEREST DATE
12/02/91

AMOUNT TO BE CREDITED
TO YOUR CERTIFICATE
311.11

VALUE AS OF 12/02/91

**10,710.01*

added

THE NEW MATURITY DATE OF THIS CERTIFICATE
WILL BE 06/01/92 IF AUTOMATICALLY RENEWED

02 01 01 NOTICE OF APPROACHING CD MATURITY

UNITED SAVINGS
4185 HARRISON BLVD.
OGDEN UTAH 84403
PHONE: 801-626-2200

11/18

CERTIFICATE NUMBER	111135
PORTFOLIO NUMBER	405
TERM	182 D
CURRENT RATE	6.0000
WHS CODE	
MATURITY DATE	12/02/91
INTEREST DATE	12/02/91
AMOUNT TO BE CREDITED TO	
YOUR CERTIFICATE	311.11
VALUE ON 12/02/91	10,710.01

RICHARD WINWARD
AS TRUSTEE FOR
MYRTLE WINWARD
3875 NORTH 491 EAST
OGDEN UT 84404

RATE SUBJECT TO CHANGE
AT MATURITY

Tab 24

To: REARCH DEPARTMENT – COMPUTER CENTER

CUSTOMER NAME RICHARD WINWARD	PAID DATE JUNE 1998
ACCOUNT # 01487989	AMOUNT APPROX. \$10,000.00
TYPE OF ACCOUNT CHECKING	AUDIT TRAIL # 4-1937

NATURE OF PROBLEM

CUSTOMER NEEDS COPY OF CHECK #197 IT WAS WRITTEN ON JUNE 2, 1998, THE CUSTOMER IS NOT SURE THE EXACT AMOUNT IT IS FOR APPROX. \$10,000.00.

☐ MISSING DEPOSIT

1. List customers other account numbers
2. Receipt information

☐ COPY OF ITEM(S) IN DEPOSIT

1. Total of deposit Date of deposit
2. Item information

☐ ENCODING ERRORS OR AMOUNT DISCREPENCIES ON TRANSACTIONS (Over \$20 diff.)

1. Describe:

☐ STATEMENTS COPIES MONTH YEAR

- ☒ PHOTOCOPIES 1 # of each requested
☒ Front & Back of doc. ☐ and transaction offsets

☐ RETURNS ITEMS

1. Reason item was returned
2. Date on Refer to Maker

☐ OTHER

RETURN TO: STEVE	PHONE or EXT: 5601	BRANCH/DEPT. BEN LOMOND
REQUESTED BY: STEVE	DATE REQUESTED: 11-6-02	RESEARCH COST: INTERNAL USE (NOCHARGE) <input type="checkbox"/> CHARGE ASSESSED TO BR <input checked="" type="checkbox"/> GL # CHARGED 46500000 01

COMPLETED BY: *SW* DATE COMPLETED: *11-08-02*

2.00

Please staple additional information to this form.

either Mom or someone

*forgot the original check
I would not look out.*

02-5635
56-2701

RICHARD E. OR MYRTLE WINWARD 197
 3678 NORTH 791 EAST 782-7141
 CODEN, UTAH 84404

June 27, 1978
Central Utah Electric
PO Box 1070
Coden, Utah 84404

BANK-UTAH
 MAIN BRANCH
 2900 WASHINGTON BLVD.
 CODEN, UTAH 84404

COPY
Myrtle Winward

000001070000 0148 2589 0192 000001070000

0192 000001070000 0148 2589 0192 000001070000

PAY TO ORDER OF
 BARNEYS BANKING CO.
 KAYVILLE, UTAH 84037
 FOR DEPOSIT ONLY
 RICHARD E. OR MYRTLE WINWARD
 Electrical Contractors
 01 - 0260388

2244 45934

JUN 28 1978
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