

affecting the priority or extent of the lien hereof upon any property not specifically released pursuant hereto, Mortgagee may at any time and from time to time, without notice and without limitation as to any legal right or privilege of Mortgagee: (a) release any person liable for payment or any indebtedness secured hereby; (b) extend the time or agree to alter the terms of payment of any of the indebtedness; (c) accept additional security of any kind; (d) release any property securing the indebtedness; or (e) consent to the creation of any easement on or over the Premises or any covenants restricting use or occupancy thereof.

20. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

21. The mailing of written notice or demand addressed to the Mortgagor at the last address actually furnished to the Mortgagee, or at such Premises, and mailed, postage prepaid, by United States Mail, shall be sufficient notice or demand in any case arising under this instrument and required by the provisions hereof or by law.

22. The covenants and agreements herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, trustees, executors, administrators, successors and assigns of the parties hereto. All covenants, agreements and undertakings shall be joint and several.

IN WITNESS WHEREOF, the Mortgagor has caused this instrument to be executed by its duly authorized General Partner this 12th day of October, 1979.

Witnesses:

Richard L. Blanck
Richard L. Blanck
Steve Lowe
Steve Lowe

CFC 79 PARTNERSHIP D, a Utah limited partnership

BY Spence Clark
Spence Clark, General Partner