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PATRICK F GILL, AUDITOR AND RECORDER
WOODBURY COUNTY IOWA

Document type: First Amendment to Construction Mortgage

Preparer Information:

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Taxpayer Information:

Sioux City Golden Corral LLC
1485 W. Hillfield Road, #202
Layton, UT 48020

Return Documents To:

Carl Gebhardt

UPS
ENV Bankers' Bank of the West
1099 18th St. Suite 2700
Denver, CO 80202

Grantors:

Sioux City Golden Corral, LLC

Grantees:

Banker's Bank of the West, a Colorado banking corporation

Legal Description:

Outlots 10 and 11, Lakeport Commons, an Addition to the City of Sioux City, Woodbury County, Iowa; except that portion of Outlot 10 in said addition, described as follows:

Beginning at the Southeast corner of said Outlot 10; thence North 53°50'02" West along the South line of said Outlot 10 for a distance of 230.44 feet to the Southwest corner of said Outlot 10; thence North 34°10'05" East along the West line of said Outlot 10 for a distance of 65.91 feet; thence South 53°00'57" East for a distance of 233.00 feet to the East line of said Outlot 10; thence South 45°16'18" West along said East line for a distance of 11.06 feet; thence South 34°29'48" West along said East line for a distance of 51.64 feet to the point of beginning.

Document or Instrument number of previously recorded documents:

Roll 698 Image 10676-10691

Upon recording return to:

Bankers' Bank of the West
1099 18th Street, Suite 2700
Denver, CO 80202
Attn: Paul Harrison

FIRST AMENDMENT TO CONSTRUCTION MORTGAGE

THIS FIRST AMENDMENT TO CONSTRUCTION MORTGAGE (this "Amendment") is made as of July 12, 2011, by Sioux City Golden Corral, LLC ("Grantor"), whose address is 1485 W. Hillfield Road, #202, Layton, UT 84020 to Bankers' Bank of the West, a Colorado banking corporation ("Lender"), whose address is 1099 18th Street, Suite 2700, Denver, CO 80202 as successor in interest to Centennial Bank, Inc. ("CBI").

Recitals

This Amendment is made with respect to the following facts:

A. CBI and Grantor executed a Construction Mortgage dated June 16, 2008, recorded on July 11, 2008, in Roll 698 at Image 10676 – 10691 in the records of the Woodbury County Auditor and Recorder, in the State of Iowa (the "Mortgage") to secure that promissory note dated June 16, 2008, in the original principal amount of \$3,399,150.00 from Grantor to Lender, as amended ("Note").

B. CBI and Lender previously entered into a Non-Recourse Loan Participation Agreement dated July 1, 2009 (the "Participation Agreement"), whereby Lender acquired a 100% interest in the Note, the Mortgage and all of the related loan documents.

C. CBI executed a Limited Power of Attorney dated February 25, 2010 (the "POA"), whereby CBI appointed certain officers of Lender its attorney(s)-in-fact with the authority to execute, acknowledge, seal and deliver on behalf of CBI and/or its successors all instruments as may be necessary or appropriate in managing the Loan.

D. The Federal Deposit Insurance Corporation has been appointed as receiver for CBI.

E. The parties desire to amend the Mortgage to change certain terms and conditions.

Agreement

In consideration of the Note, the Mortgage, and the promises and agreements made in this Amendment, the sufficiency of which are hereby acknowledged, Grantor and Lender hereby promise and agree as follows and Grantor hereby grants, bargains, sells, and conveys unto Lender the real property described in the Mortgage and amended hereby, in trust forever, to secure to Lender, as owner and holder of the Note and the indebtedness evidenced thereby, the payment of the Note and all of the indebtedness evidenced thereby, including any instrument given to evidence the interest thereon or any part thereof, and including specifically all new and increased obligations which have resulted from the Note.

1. The definition of "Note" as set forth in the Mortgage is hereby deleted in its entirety and the following is inserted in its place:

Note. The word "Note" means the Amended and Restated Promissory Note dated July 12, 2011, in the original principal amount of \$3,395,702.11 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement, which amends and restates in its entirety that certain promissory note dated June 16, 2008, in the original principal amount of \$3,399,150.00 from Grantor to CBI, as amended. The maturity date of this Mortgage is July 1, 2013.

2. Full Force and Effect. Except as modified herein, the Mortgage shall remain in full force and effect. Grantor hereby reaffirms all of the terms and conditions of Mortgage and any and all loan documents executed in connection with the Mortgage and agrees that such documents continue in full force and effect enforceable by their respective terms.

IN WITNESS WHEREOF, the Grantor and Lender have executed this Amendment on the date set forth below, intending this Amendment be effective as of the date first set forth above.

LENDER:

BANKERS' BANK OF THE WEST

Carl Gebhardt
By: Carl Gebhardt
Its: Vice President

GRANTOR:

SIOUX CITY GOLDEN CORRAL, LLC

R. Scott Priest
By: R. Scott Priest
Name: R. Scott Priest
Title: Manager of Sioux City Golden Corral, LLC

Michael Jones
By: Michael Jones
Name: Michael Jones
Title: Manager of Sioux City Golden Corral, LLC

STATE OF UTAH)
COUNTY OF DAVIS)ss.

Subscribed and sworn before me this 20 day of July, 2011, by Michael Jones, the Managers of Bankers' Bank of the West, Sioux City Golden Corral, LLC

Witness my hand and official seal.
My commission expires: Mar 28 2015

Jenny Wall
Notary Public

STATE OF COLORADO)
COUNTY OF Denver)ss.

Subscribed and sworn before me this 22 day of July, 2011, by Carl Gebhardt, manager of Sioux City Golden Corral, LLC - BANKERS' BANK OF THE WEST.

Witness my hand and official seal.
My commission expires: 12/12/13

Elaine E Tardy
Notary Public

