

Ent 515532 Bk 837 Pg 869-874
Date: 12-OCT-2016 3:20:33PM
Fee: \$21.00 Charge
Filed By: GKW
JOHN ALAN CORTES, Recorder
GRAND COUNTY CORPORATION
For: ANDERSON-OLIVER TITLE INSURANCE
AGENCY

Tax Serial Number:
01-001-0158

RECORDATION REQUESTED BY:
ZB, N.A. dba Zions First National Bank
Commercial Real Estate Region South Central Utah
55 West 100 North
Richfield, UT 84701

WHEN RECORDED MAIL TO:
ZB, N.A. dba Zions First National Bank
Enterprise Loan Operations UT RDWG 1970
PO Box 25007
Salt Lake City, UT 84125-0007

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated August 30, 2016, is made and executed between Hotel Moab LLC, a Utah limited liability company, whose address is 50 West 100 South, Moab, UT 84532 ("Trustor") and ZB, N.A. dba Zions First National Bank, whose address is Commercial Real Estate Region South Central Utah, 55 West 100 North, Richfield, UT 84701 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated March 4, 2016 (the "Deed of Trust") which has been recorded in Grand County, State of Utah, as follows:

Construction Deed of Trust and Fixture Filing Recorded March 9, 2016 as Entry No. 511076 Book 827 Pages 635 - 659.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Grand County, State of Utah:

See the exhibit or other description document which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 201 Walnut Lane, Moab, UT 84532. The Real Property tax identification number is 01-001-0158.

**MODIFICATION OF DEED OF TRUST
(Continued)**

Loan No: 01-001

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MODIFICATION. Lender and Trustor hereby modify the Deed of Trust as follows:

1. The section titled "Borrower" is hereby amended and restated as described below:

Borrower. The word "Borrower" means Hotel Moab LLC and included all co-signers and co-makers signing the Note and all their successors and assigns.

2. The section titled "Trustor" is hereby amended and restated as described below:

Trustor. The word "Trustor" means Hotel Moab LLC.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

DOCUMENT IMAGING. Lender shall be entitled, in its sole discretion, to image or make copies of all or any selection of the agreements, instruments, documents, and items and records governing, arising from or relating to any of Borrower's loans, including, without limitation, this document and the Related Documents, and Lender may destroy or archive the paper originals. The parties hereto (i) waive any right to insist or require that Lender produce paper originals, (ii) agree that such images shall be accorded the same force and effect as the paper originals, (iii) agree that Lender is entitled to use such images in lieu of destroyed or archived originals for any purpose, including as admissible evidence in any demand, presentment or other proceedings, and (iv) further agree that any executed facsimile (faxed), scanned, or other imaged copy of this document or any Related Document shall be deemed to be of the same force and effect as the original manually executed document.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED AUGUST 30, 2016.

MODIFICATION OF DEED OF TRUST
(Continued)

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TRUSTOR:

HOTEL MOAB LLC

By: 

Michael H. Bynum, Manager of Hotel Moab LLC

LENDER:

ZB, N.A. DBA ZIONS FIRST NATIONAL BANK

X 

Authorized Officer

MODIFICATION OF DEED OF TRUST
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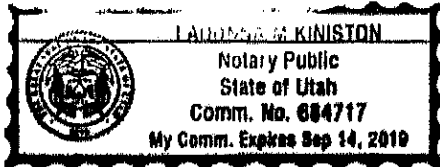
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Grand)

On this 3 day of October, 2016, before me, the undersigned Notary Public, personally appeared Michael H. Bynum, Manager of Hotel Moab LLC, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature]
Notary Public in and for the State of Utah

Residing at Grand County
My commission expires Sept 14, 2019



MODIFICATION OF DEED OF TRUST
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LENDER ACKNOWLEDGMENT

STATE OF Utah)
)
) SS
COUNTY OF Washington)



On this 4th day of October, 20 16, before me, the undersigned Notary Public, personally appeared Ryan Stevenson and known to me to be the SR. VICE PRESIDENT, authorized agent for ZB, N.A. dba Zions First National Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of ZB, N.A. dba Zions First National Bank, duly authorized by ZB, N.A. dba Zions First National Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of ZB, N.A. dba Zions First National Bank.

By Alice J. Clay
Notary Public in and for the State of Ut

Residing at Veys Ut
My commission expires 4-07-19

EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 10046

Grand County, Utah

Beginning at a 3/8" spike which bears South 1389.2 feet and West 667.1 feet from the North 1/4 Corner, Section 1, Township 26 South, Range 21 East, SLM, and proceeding thence South 0°38' East 318.7 feet to a corner which bears 0.9 feet South and 0.1 feet East of a metal fence post; thence South 08°09' West 77.4 feet to a cedar post; thence South 52°23' West 147.6 feet to a double cedar post; thence North 88°06' West 58.5 feet to a cedar fence post; thence North 26°04' West 156.1 feet to a cedar fence post; thence South 88°45' West 43.2 feet to a cedar fence post, thence North 0°51' West 344.5 feet to a 3/8" spike, thence South 89°47' East 299.7 feet to the point of beginning. Bearings based on the centerline of 100 West Street (N 0 deg 17' E) (Parcel No. 01-001-0158)

LESS the following:

- a. Beginning at a point which bears South 1872.7 feet and West 819.6 feet from the North 1/4 Corner of Section 1, Township 26 South, Range 21 East, SLM, and proceeding thence with the South line of the Davis Tract North 88°06' West 32.5 feet, thence North 26° West 25.8 feet, thence with the North Right of Way with the proposed Williams Way South 68°30' East 11.3 feet; thence with a curve to the left, the chord of which bears South 61°46' East 38.8 feet (Delta=6 degrees 33'05", Radius=339.25, Tangent=19.42 feet, Length=38.79) to the point of beginning.*
- b. Any portion within Williams Way*