

LL Ent 155216 Bk 240 Pg 543
Date: 30-MAY-2018 2:30:56PM
Fee: \$19.00 Check
Filed By: WO
COLLEEN ALLEN, Recorder
WAYNE COUNTY
For: NT OLYMPUS TITLE

Tax Serial Number:
02-0039-0889

RECORDATION REQUESTED BY:
American United Federal Credit Union
2687 West 7800 South
West Jordan, UT 84088

MAY 10 2018

WHEN RECORDED MAIL TO:
American United Federal Credit Union
2687 West 7800 South
West Jordan, UT 84088

SEND TAX NOTICES TO:
American United Federal Credit Union
2687 West 7800 South
West Jordan, UT 84088

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 25, 2018, is made and executed between 670 Torrey LLC, a Utah Limited Liability Company, whose address is 2860 E. 3185 S, Salt Lake City, UT 84109 ("Trustor") and American United Federal Credit Union, whose address is 2687 West 7800 South, West Jordan, UT 84088 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated August 1, 2017 (the "Deed of Trust") which has been recorded in Wayne County, State of Utah, as follows:

08-02-2017, Entry 154561, Book 237, Page 901-918.

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

See attached Exhibit A

The Real Property or its address is commonly known as 670 East Highway 24, Torrey, UT 84775. The Real Property tax identification number is 02-0039-0889.

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

Increasing loan amount from \$3,400,000.00 to \$4,470,000.00. Extending maturity date from 8-1-2018 to 11-1-2018. Adding additional real estate collateral of 1-4 Family Single

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

Loan No: 250026:60CR:00

Page 2

Family Residence in UT. Also Business Guarantor changed its name from Ava Management, L.L.C. to Evoke Hotel Management, L.L.C. All other loan terms remain the same.

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.

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 MAY 25, 2018.

TRUSTOR:

670 TORREY LLC

By: _____

David Christenson, Member of 670 Torrey LLC

By: _____

Amber Christenson, Member of 670 Torrey LLC

LENDER:

AMERICAN UNITED FEDERAL CREDIT UNION

X _____

Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 250026:60CR:00

Page 3

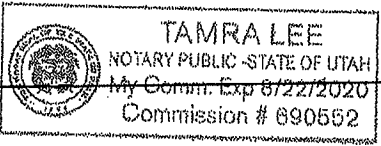
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)

On this 25th day of May, 2018, before me, the undersigned Notary Public, personally appeared David Christenson, Member of 670 Torrey LLC and Amber Christenson, Member of 670 Torrey LLC, and known to me to be members or designated agents 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 they are 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 UT

Residing at Summit, UT
My commission expires 8/22/2020



MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 250026:60CR:00

Page 4

LENDER ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)

On this 25th day of May, 2018, before me, the undersigned Notary Public, personally appeared STAN F. NELSEN and known to me to be the Bus. In. officer AND, authorized agent for American United Federal Credit Union that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of American United Federal Credit Union, duly authorized by American United Federal Credit Union 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 American United Federal Credit Union.

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

Residing at Murray, UT
My commission expires 8/22/2020


 TAMRA LEE
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp 8/22/2020
Commission # 690552

EXHIBIT "A"

Beginning at the Northwest corner of Tax Parcel O-867, said point being located North 00°11'48" West 1219.43 feet along the Quarter Section line and North 89°58'02" West 455.81 feet along the South right-of-way line of State Highway U-24 from the South Quarter corner of Section 7, Township 29 South, Range 5 East, Salt Lake Base and Meridian; and running thence South 448.65 feet along the West boundary of Parcel O-867 to the North line of Parcel O-867-2; thence South 89°59'23" West 430.80 feet along the existing fence line to the East boundary of Tax Parcel O-865; thence North 00°21'25" West 448.98 feet along said East boundary to the aforesaid South right-of-way line of State Highway U-24; thence South 89°58'02" East 433.59 feet along said right-of-way line to the point of beginning.

Together with an access easement and right-of-way described as follows: Beginning at the Northwest corner of Janet Quinn Smith & Paul Smith Parcel O-867, said point being located North 00°11'48" West 1219.43 feet along the Quarter Section line and North 89°58'02" West 455.81 feet along the South right-of-way line of State Highway U-24 from the South Quarter corner of Section 7, Township 29 South, Range 5 East, Salt Lake Base and Meridian; and running thence South 89°58'02" East 32 feet along said right-of-way line to a rebar & cap marked LS6616; thence South 30.00 feet; thence West 8 feet; thence South 418.62 feet to a rebar & cap marked LS161712 on the South boundary of Parcel O-867; thence South 89°59'23" West 24.00 feet along the South boundary to a rebar & cap marked LS164561 at the Southwest corner of said parcel; thence North 448.65 feet along the West boundary of said parcel to the point of beginning.

Tax Parcel No. 02-0039-0889