

13183415
1/31/2020 9:55:00 AM \$40.00
Book - 10891 Pg - 1149-1151
RASHELLE HOBBS
Recorder, Salt Lake County, UT
REAL ADVANTAGE TITLE INS AGCY
BY: eCASH, DEPUTY - EF 3 P.

Tax Serial Number:
16-07-103-021

RECORDATION REQUESTED BY:
Mountain America Credit Union
SBA Department
9800 S Monroe Street
Sandy, UT 84070

WHEN RECORDED MAIL TO:
Mountain America Credit Union
SBA Department
9800 S Monroe Street
Sandy, UT 84070

SEND TAX NOTICES TO:
Mountain America Credit Union
SBA Department
9800 S Monroe Street
Sandy, UT 84070

FOR RECORDER'S USE ONLY

19491CH

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated January 30, 2020, is made and executed between Mai LLC, a Utah limited liability company, whose address is 722 South State Street, Salt Lake City, UT 84111 ("Trustor") and Mountain America Credit Union, whose address is SBA Department, 9800 S Monroe Street, Sandy, UT 84070 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated May 1, 2019 (the "Deed of Trust") which has been recorded in Salt Lake County, State of Utah, as follows:

Recorded May 2, 2019 as entry #12980227 in book #10776 at pages #5474-5483.

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

See Exhibit A, 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 716-726 South State Street, Salt Lake City, UT 84111. The Real Property tax identification number is 16-07-103-021.

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

Increasing principal loan amount from \$204,000.00 to \$304,000.00.

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 endorser 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 JANUARY 30, 2020.

TRUSTOR:

MAI LLC

By: 

Mai Nguyen, Manager of Mai LLC

MODIFICATION OF DEED OF TRUST
(Continued)

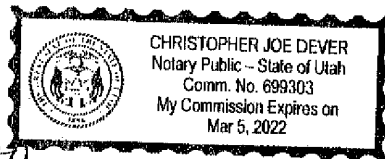
LENDER:

MOUNTAIN AMERICA CREDIT UNION

X *Christopher Dever*
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)



On this 30 day of January, 20 20, before me, the undersigned Notary Public, personally appeared Mai Nguyen, Manager of Mai 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 Christopher Dever
Notary Public in and for the State of UT

Residing at 735 South Salt Lake City, UT
My commission expires 5 March 2022

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20 _____, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for Mountain America Credit Union that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Mountain America Credit Union, duly authorized by Mountain America 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 Mountain America Credit Union.

By _____
Notary Public in and for the State of _____

Residing at _____
My commission expires _____

EXHIBIT "A"

Beginning at the Northeast corner of Lot 8, Block 16, Plat "A", Salt Lake City Survey, and running thence South 198.75 feet; thence West 121 feet; thence North 33.75 feet; thence West 44 feet more or less; thence North 49.5 feet; thence East 82.5 feet; thence North 115.5 feet; thence East 82.5 feet to the point of beginning.

Together with a right of way over the following: Beginning 72.5 feet East from the Northwest corner of Lot 8 and running thence East 10 feet; thence South 115.5 feet; thence West 10 feet; thence North 115.5 feet to the point of beginning.

Parcel No. 16-07-103-021