E 3112198 B 7082 P 46-49
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
8/21/2018 8:41:00 AM
FEE \$16.00 Pgs: 4
DEP eCASH REC'D FOR COTTONWOOD TITLE INS

Tax Serial Number: 01-083-0006

WHEN RECORDED MAIL TO:
FIRST NATIONAL BANK OF LAYTON
Commercial Division
P.O. Box 248
1601 No. Hillfield Road
Layton, UT 84041

94601-UVP

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



00000007400010544073508092018

THIS MODIFICATION OF DEED OF TRUST dated August 9, 2018, is made and executed between Stay Redwood, LLC, whose address is 360 North 700 West, Suite G, North Salt Lake, UT 84054 ("Trustor") and FIRST NATIONAL BANK OF LAYTON, whose address is Commercial Division, P.O. Box 248, 1601 No. Hillfield Road, Layton, UT 84041 ("Lender").

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

Recorded November 20, 2017, as Entry No. 3059608, Book 6895, Page 1436-1454, in the Office of the Sartiage County Recorder.

MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 7400010544 (Continued) Page 2

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

Beginning on the West line of 700 West Street at a point South 223.41 feet from the Northeast corner of Lot 5, NORTH SALT LAKE INDUSTRIAL PARK, PLAT "A", A Subdivision in the West half of Section 2, Township 1 North, Range 1 West, Salt Lake Base and Meridian and running thence South along the West line of 700 West Street 112.25 feet; thence West 387.43 feet to the East line of Redwood Road; thence North 00°38'49" West along Redwood Road 112.26 feet; thence East 338.69 feet to the point of beginning.

The Real Property or its address is commonly known as 535 North 700 West, North Salt Lake, UT 84054. The Real Property tax identification number is 01-083-0006.

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

Construction Deed of Trust in hereby converted to a Term Agreement.

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 AUGUST 9, 2018.

TRUSTOR:

STAY REDWOOD, LLC

STS PROPERTIES, LLC, Member/Manager of Stay Redwood, LLC

The D. Charact Manager of CTC Department

Thomas D. Stuart, Manager of STS Properties, LLC

MODIFICATION OF DEED OF TRUST

| Loan No: 7400010544 | (Continued) | Page 3 |
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| LENDER: | | |
| X Authorized Officer | /TON | |
| LIMITED LIA | BILITY COMPANY ACKNOW | /LEDGMENT |
| STATE OF HAM | | STATE OF UTAH RETARY PUBLIC II JOST MAN RICK HARRISTON 1 SS C 120 1221 4 MY COMMISSION EXPIRES: 04-15-7018 |
| undersigned Notary Public, pers LLC, Member/Manager of Stay agent of the limited liability coacknowledged the Modification company, by authority of statutuses and purposes therein me execute this Modification and ir company. | sonally appeared Thomas D. Stua Redwood, LLC, and known to me ompany that executed the Modi to be the free and voluntary act te, its articles of organization or in entioned, and on oath stated the of fact executed the Modification | to be a member or designated fication of Deed of Trust and and deed of the limited liability to operating agreement, for the at he or she is authorized to on behalf of the limited liability |
| Ву | | ding at <u>Carmington</u> , Utuh |
| Notary Public in and for the Sta | te o <u>f い</u> ねれ My o | commission expires 04/13/2019 |

MODIFICATION OF DEED OF TRUST

| Loan No: 7400010544 | (Continued) | Page 4 | |
|--|--------------------|--|--|
| LENDER ACKNOWLEDGMENT | | | |
| STATE OF | | STATE OF UTAH NOTARY PUBLIC MELISSA A JOHNSON COMMISSION # 682730 | |
| COUNTY OF VOIVES | 1898 | MY COMMISSION EXPIRES: 05-23-2019 | |
| LAYTON that executed the within to be the free and voluntary ac authorized by FIRST NATIONAL B for the uses and purposes therein execute this said instrument and NATIONAL BANK OF LAYTON. | of | RIRST NATIONAL BANK OF chowledged said instrument BANK OF LAYTON, duly d of directors or otherwise, at he or she is authorized to ument on behalf of FIRST | |
| By Minh a Mill Notary Public in and for the State | <u>ĴÔ</u> Residing | at $\frac{\mathcal{U}_{\mathcal{U}}\mathcal{W}}{\mathcal{U}_{\mathcal{U}}}$ mission expires $\frac{\mathcal{G}/23//9}{\mathcal{U}_{\mathcal{U}}}$ | |
| Notary Public in and for the State | of that My comm | mission expires $\underline{8/23//9}$ | |

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