13092373 10/4/2019 2:34:00 PM \$40.00 Book - 10841 Pg - 6504-6507 RASHELLE HOBBS Recorder, Salt Lake County, UT BACKMAN TITLE SERVICES BY: eCASH, DEPUTY - EF 4 P.

Tax Serial Number: 16-17-259-020



RECORDATION REQUESTED BY:

Prime Alliance Bank, Inc. 1868 South 500 West Woods Cross, UT 84087

WHEN RECORDED MAIL TO:

Prime Alliance Bank, Inc. 1868 South 500 West Woods Cross, UT 84087

SEND TAX NOTICES TO:
Salt Lake Costume Properties, LLC
1706 S 500 W Ste 250
Bountiful, UT 84010

FOR RECORDER'S USE ONLY

5-092987

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 3, 2019, is made and executed between Salt Lake Costume Properties, LLC, a Utah Limited Liability Company, whose address is 1706 S 500 W Ste 250, Bountiful, UT 84010 ("Trustor") and Prime Alliance Bank, Inc., whose address is 1868 South 500 West, Woods Cross, UT 84087 ("Lender").

**DEED OF TRUST.** Lender and Trustor have entered into a Deed of Trust dated May 26, 2016 (the "Deed of Trust") which has been recorded in Salt Lake County, State of Utah, as follows:

Recorded: May 27, 2016; Book/Page: 10436/729; Entry No. 12288770.

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

Beginning at the Northwest Corner of Lot 11, Block 1A, Five Acre Plat "A", Big Field Survey and running thence East 124.5 feet; thence South 125 feet; thence West 124.5 feet; thence North 125 feet to the beginning.

The Real Property or its address is commonly known as 1701 South 1100 East, Salt Lake City, UT 84125. The Real Property tax identification number is 16-17-259-020.

## MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 02 800715 03 (Continued) Page 2

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

Increasing Maximum Principal Balance from \$3,359,730.00 to \$4,159,730.00.

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 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 OCTOBER 3, 2019.

TRUSTOR:

SALT LAKE COSTUME PROPERTIES, LLC

1

James L. Hardy, Manager of Salt Lake Costume

Properties, LLC

Carmen S. Hardy, Manager of Salt Lake Costume

Properties, LLC

## MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 02	800715 03	(Continued)		Page 3
LENDER:				
PRIME ALLIA	NCE BANK, INC	<b>:</b> .		
X	De Want			
Authorized	Officer			
	LIMITED L	IABILITY COMPANY ACK	KNOWLEDGM	IENT
STATE OF			)	
COUNTY OF	Davis		) SS	
COUNTY OF	12015		)	
undersigned Noroperties, LI known to me he Modificate voluntary actorganization coath stated to Modification of the Modificati	Notary Public, po LC and Carmen to be members tion of Deed or and deed of the or its operating that they are a on behalf of the		lardy, Manager Lake Costume mited liability on the Modification by authority of a purposes there podification and	of Salt Lake Costume Properties, LLC, and empany that executed to be the free and estatute, its articles of in mentioned, and on
Notary Public	in and for the S	state of ZHAN	My commissio	n expires $8-1-20$
				NOTARY PUBLIC CHRISTINE E JENSON 689564 COMMISSION EXPIRES AUGUST 1, 2020 STATE OF UTAH

## MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 02 800715 03	(Continued)	Page 4
LE	NDER ACKNOWLEDGMENT	
STATE OF Utah	)	·s
COUNTY OF DAVIS	)	
me to be the <u>Fortion or wall</u> executed the within and foregoin and voluntary act and deed of <b>Priloc.</b> through its board of director and on oath stated that he or s	nally appeared Lucas Luar mally appeared Lucas Luar manager, authorized agent for Pri g instrument and acknowledged sain me Alliance Bank, Inc., duly authorize sor otherwise, for the uses and pushe is authorized to execute this so behalf of Prime Alliance Bank, Inc	me Alliance Bank, Inc. that d instrument to be the free zed by Prime Alliance Bank, urposes therein mentioned,
By Sunda Bytran	Residing	at
05856	HANTYB AGNLI NOTARY PUBLIC  STATE OF UTMA  Commission Expires Mar. of	nission expires

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