

13176475
1/23/2020 2:52:00 PM \$40.00
Book - 10887 Pg - 9470-9473
RASHELLE HOBBS
Recorder, Salt Lake County, UT
BACKMAN TITLE SERVICES
BY: eCASH, DEPUTY - EF 4 P.

④

5-092987

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

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated January 22, 2020, 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 500989 07

Page 2

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

Increasing Maximum Principal Balance from \$4,159,730.00 to \$4,213,123.81.

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 JANUARY 22, 2020.

TRUSTOR:

SALT LAKE COSTUME PROPERTIES LLC

By: 
James L. Hardy, Manager of Salt Lake Costume
Properties LLC

By: 
Carmen S. Hardy, Manager of Salt Lake Costume
Properties LLC

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 02 500989 07

Page 3

LENDER:

PRIME ALLIANCE BANK, INC.

x *PS Wait*
Authorized Officer

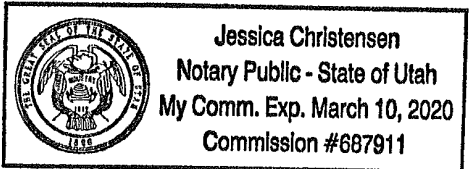
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF DAVIS)

On this 22nd day of January, 20 20, before me, the undersigned Notary Public, personally appeared **James L. Hardy, Manager of Salt Lake Costume Properties LLC** and **Carmen S. Hardy, Manager of Salt Lake Costume Properties 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 *Jurda*
Notary Public in and for the State of UT

Residing at WOODS CROSS, UT
My commission expires 3/10/2020



MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 02 500989 07

Page 4

LENDER ACKNOWLEDGMENT

STATE OF UTAH)
) SS
COUNTY OF DAVIS)

On this 22nd day of January, 20 20, before me, the undersigned Notary Public, personally appeared Lucas Wait and known to me to be the Commercial Portfolio Manager authorized agent for **Prime Alliance Bank, Inc.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Prime Alliance Bank, Inc.**, duly authorized by **Prime Alliance Bank, Inc.** 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 **Prime Alliance Bank, Inc.**.

By Kay Residing at Woods Cross, UT
Notary Public in and for the State of Utah My commission expires 1.29.23

LaserPro, Ver. 19.2.0.042 Copr. Finastra USA Corporation 1997, 2020. All Rights Reserved.
- UT C:\PROSUITE\CFILPLIG202.FC TR-2660 PR-20

