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Book - 10305 Pg - 5863-5867
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
CT LIEN SOLUTIONS
330 N BRAND BLVD STE 700
GLENDALE CA 91203
BY: SRA, DEPUTY - MA 5 P.

WHEN RECORDED RETURN TO:

RECORD & RETURN TO 13473
CT LIEN SOLUTIONS
P.O. BOX 29071
Glendale, CA 91209-9071

47187063-UT35-Salt Lake



Deed of Trust Amendment

This Deed of Trust Amendment ("Amendment") is dated as of January 8, 2015, between Dennis J. Dahle, whose address is 4595 S. State Street, Murray, UT 84107 (the "Trustor"), and JPMorgan Chase Bank, N.A., whose address is 201 South Main Street, Suite 300, Salt Lake City, UT 84111 and its successors and assigns (the "Beneficiary").

The Trustor has previously executed and delivered to JPMorgan Chase Bank, N.A., as Trustee for the benefit of the Beneficiary, a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement, dated May 15, 2014 and recorded on May 19, 2014 in Book 10231, Pages 7353-7367, Salt Lake County Records, Utah (as amended and replaced from time to time, the "Deed of Trust"). The Deed of Trust encumbers the real property, and all the buildings, structures and improvements on it, described as:

Located in the City of Sandy, County of Salt Lake, State of Utah:

**PARCEL 3, CARLSON SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF,
AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SALT LAKE COUNTY.**

(the "Premises").

Commonly known as 10785 S. Auto Mall Drive, Sandy, Utah 84070.

Parcel ID Serial Number: 27-13-427-055

The Deed of Trust secures the Liabilities (as defined in the Deed of Trust), including, without limitation, the extension of credit evidenced by the following Notes (the "Original Extension of Credit"):

- (1) That certain Term Note, dated May 15, 2014 in the original principal amount of \$3,700,000.00 (together with any extensions, modifications, renewals, restatements or replacement notes, the "Note"), executed and delivered by Dennis J. Dahle to the Beneficiary; and
- (2) That certain Term Note, dated November 23, 2011 in the original principal amount of \$3,400,000.00 (together with any extensions, modifications, renewals, restatements or replacement notes, the "Note"), executed and delivered by DENNIS DAHLE INVESTMENTS, L.L.C. to the Beneficiary; and
- (3) That certain Line of Credit Note (Floorplan), dated April 3, 2014 in the original principal amount of \$6,500,000.00, (together with any extensions, modifications, renewals, restatements or replacement notes, the "Note"), executed and delivered by DAHLE/MEYER IMPORTS, L.L.C. to the Beneficiary.

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Trustor and the Beneficiary agree as follows:

1. The Deed of Trust is hereby amended to delete that certain Term Note referenced in No. 2 above and that certain Line of Credit Note (Floorplan) referenced in No. 3 above from the Liabilities section of the Deed of Trust.
2. The Deed of Trust continues to secure the Original Extension of Credit.
3. The Trustor will execute and deliver all further instruments, and shall take all other actions, as in the sole opinion of the Beneficiary are necessary or desirable to effect the intent of this Amendment.
4. Except as amended by this Amendment, all terms of the Deed of Trust are confirmed and ratified by the Trustor and the Beneficiary as if they were fully set forth in this Amendment.
5. **GOVERNING LAW AND VENUE.** This Amendment shall be governed by and construed in accordance with the laws of the State of Utah (without giving effect to its laws of conflicts); provided, however, that if the real estate that is the subject of this Amendment is located in another state, the laws of such other state shall govern the validity, enforceability, perfection, priority, construction, effect, enforcement and remedies with respect to this Amendment, but nothing herein shall be construed to provide that the laws of any state other than the State of Utah shall apply to the obligations and indebtedness secured by this Amendment. The Trustor agrees that any legal action or proceeding with respect to any of its obligations under this Amendment may be brought by the Beneficiary in any state or federal court located in the State of Utah, as the Beneficiary in its sole discretion may elect. By the execution and delivery of this Amendment, the Trustor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Trustor waives any claim that the State of Utah is not a convenient forum or the proper venue for any such suit, action or proceeding.
6. **WAIVER OF SPECIAL DAMAGES.** THE TRUSTOR WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE BENEFICIARY IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

JURY WAIVER. TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE TRUSTOR AND THE BENEFICIARY (BY THEIR ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE TRUSTOR AND THE BENEFICIARY ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE BENEFICIARY TO PROVIDE THE FINANCING DESCRIBED HEREIN.

Trustor:

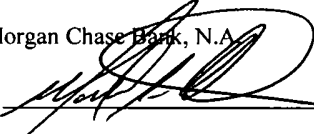


Dennis J. Dalte

Beneficiary:

JPMorgan Chase Bank, N.A.

By:



Matthew P. Ledet
Printed Name

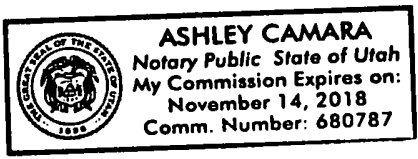
Vice President
Title

ACKNOWLEDGMENT

State of Utah)
County of Salt Lake) ss

The foregoing instrument was acknowledged before me on January 21, 2015, by Dennis J. Dahle.

Given under my hand and notarial seal this 21 day of January, 2015.



Ashley Camara, Notary Public
My Commission expires: November 14, 2018

ACKNOWLEDGMENT

State of WASHINGTON)
County of KING) ss

The foregoing instrument was acknowledged before me on Jan. 26th, 2015, by Matthew P. Ledet,
a Vice President of JPMorgan Chase Bank, N.A.

Given under my hand and notarial seal this 26 day of January, 2015

[Signature], Notary Public

My Commission expires: 10/25/2015

