

12012050  
03/17/2015 11:01 AM \$20.00  
Book - 10305 Pg - 5868-5873  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
CT LIEN SOLUTIONS  
330 N BRAND BLVD STE 700  
GLENDALE CA 91203  
BY: SRA, DEPUTY - MA 6 P.

WHEN RECORDED RETURN TO:

RECORD & RETURN TO 13473  
CT LIEN SOLUTIONS  
P.O. BOX 29071  
Glendale, CA 91209-9071  
  
47187062-JT35-Salt Lake



## Deed of Trust Amendment

This Deed of Trust Amendment ("Amendment") is dated as of January 8, 2015, between DENNIS DAHLE INVESTMENTS, L.L.C., 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 November 23, 2011 and recorded on December 2, 2011 in Book 9971, Pages 5147-5161, 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 Murray, County of Salt Lake, State of Utah:

See Exhibit "A" Attached Hereto and Made a Part Hereof for All Purposes Intended,

(the "Premises").

Commonly known as 4595 S. State Street, Murray, Utah 84107.

Parcel ID Serial Numbers: 22-06-305-045-4001 & 22-06-305-045-4002

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 November 23, 2011 in the original principal amount of \$3,400,000.00 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

(2) That certain Line of Credit Note, dated May 18, 2010 in the original principal amount of \$3,100,000.00 00, executed and delivered by DENNIS DAHLE INVESTMENTS, L.L.C. to the Beneficiary, which was replaced with that certain Line of Credit Note (Floorplan), dated April 3, 2014 in the original principal sum of \$6,500,000.00 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 in that certain Deed of Trust Amendment dated May 15, 2014, recorded May 19, 2014 in Book 10231, Pages 7414-7418, Salt Lake County Records, Utah. Said Line of Credit Note (Floorplan) is also referenced as part of the "New Extension of Credit" in said Deed of Trust Amendment.

The Deed of Trust also secures the Liabilities (as defined in the Deed of Trust), including, without limitation, the extension of credit evidenced by the following Note. Said Term Note below is referenced as part of the "New Extension of Credit" in Deed of Trust Amendment dated May 15, 2014, recorded May 19, 2014 in Book 10231, Pages 7414-7418, Salt Lake County Records, Utah.

(3) That certain Term Note, dated May 15, 2014 in the original principal sum \$3,700,000.00 00 (together with any extensions, modifications, renewals, restatements or replacement notes, the "Note"), executed and delivered by Dennis J. Dahle 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 Line of Credit Note (Floorplan) referenced in No. 2 above and that certain Term Note 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 DAHLE INVESTMENTS, L.L.C.

By: 

Dennis Dahle  
Printed Name

Member  
Title

**Beneficiary:**

JPMorgan Chase Bank, N.A.

By: 

Matthew P. Ledet  
Printed Name

Vice President  
Title

ACKNOWLEDGMENT

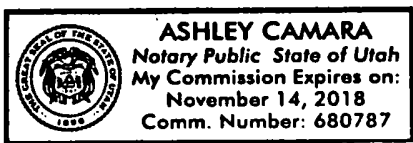
State of Utah )  
County of Salt Lake ) ss

The foregoing instrument was acknowledged before me on January 21, 2015, by Dennis Dahle, Member of DENNIS DAHLE INVESTMENTS, L.L.C.

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

Ashley Camara, Notary Public

My Commission expires: November 14, 2018



ACKNOWLEDGMENT

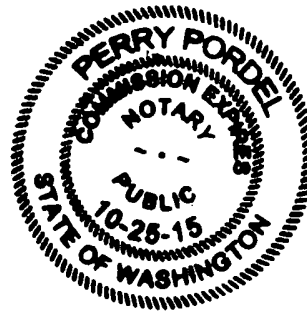
State of WASHINGTON )  
County of KING ) ss

The foregoing instrument was acknowledged before me on JAN, 26<sup>th</sup>, 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



**EXHIBIT "A"**

**BEGINNING AT A POINT BEING THE INTERSECTION OF THE NORTH LINE OF 4600 SOUTH STREET AND THE EAST LINE OF STATE STREET SAID POINT BEING SOUTH 3°12'56" EAST 267.80 FEET TO A MONUMENT AT THE INTERSECTION OF MAIN STREET AND 4500 SOUTH STREET AND NORTH 89°42'52" EAST 825.15 FEET ALONG THE MONUMENT LINE OF SAID 4500 SOUTH STREET TO A MONUMENT AT THE INTERSECTION OF STATE STREET AND SAID 4500 SOUTH STREET AND SOUTH 0°02'45" WEST 836.58 FEET ALONG THE MONUMENT LINE OF SAID STATE STREET AND EAST 66.00 FEET FROM THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 0°02'45" EAST 553.36 FEET ALONG THE EAST LINE OF STATE STREET; THENCE NORTH 89°50'30" EAST 160.30 FEET; THENCE SOUTH 0°02'45" WEST 7.00 FEET; THENCE NORTH 89°50'30" EAST 96.50 FEET; THENCE SOUTH 0°02'45" WEST 251.60 FEET; THENCE EAST 91.37 FEET; THENCE SOUTH 175.06 FEET; THENCE SOUTH 35°40'04" WEST 148.21 FEET TO THE NORTH LINE OF 4600 SOUTH STREET; THENCE WEST 261.99 FEET ALONG THE NORTH LINE OF SAID 4600 SOUTH STREET TO THE POINT OF BEGINNING.**