

13168126  
1/10/2020 3:45:00 PM \$40.00  
Book - 10883 Pg - 7961-7964  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
MOUNTAIN VIEW TITLE & ESCROW  
BY: eCASH, DEPUTY - EF 4 P.

WHEN RECORDED RETURN TO:

Dealer Commercial Services  
AZ1-1125  
201 N. Central Avenue, 23rd Floor  
Phoenix, AZ 85004

173106

82-06-305-045-4001 prior

82-06-305-045-4002 prior

82-06-305-047-002

82-06-305-047-001

New  
New



Deed of Trust Amendment

This Deed of Trust Amendment ("Amendment") is dated as of November 14, 2019, between Dennis Dahle Investments, L.L.C., a Utah limited liability company whose address is 4595 S. State Street, Murray, UT 84107 (the "Trustor"), and JPMorgan Chase Bank, N.A., whose address is 201 N. Central Ave., Floor 23, Phoenix, AZ 85004-0073 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, Page 5147-5161, Salt Lake County Records (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:

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.

(the "Premises").

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

The Deed of Trust secures the Liabilities (as defined in the Deed of Trust), including, without limitation, the extension of credit evidenced by that certain Term Note, dated September 30, 2014, payable by Dennis Dahle Investments, L.L.C. to the Beneficiary, in the principal sum of (\$2,918,333.22).

The Trustor and the Beneficiary desire to amend the Deed of Trust to secure additional and/or modified obligations of the Trustor to the Beneficiary, and to amend and restate the description of the Liabilities secured by the Deed of Trust.

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 such that the certain paragraph of the Deed of Trust which defines the term "Liabilities" in the Deed of Trust, including without limitation, all subparagraphs thereof, is amended and restated in its entirety to read in full as follows:

The term "Liabilities" means all indebtedness, liabilities and obligations of every kind and character of each Borrower to the Beneficiary, whether the indebtedness, liabilities and obligations are individual, joint or several, contingent or otherwise, now or hereafter existing, including, without limitation, all liabilities, interest, costs and fees, arising under or from any note, open account, overdraft, credit card, lease, Rate Management Transaction, letter of credit application, endorsement, surety agreement, guaranty, acceptance, foreign exchange contract or depository service contract, whether payable to the Beneficiary or to a third party and subsequently acquired by the Beneficiary, any monetary obligations (including interest) incurred or accrued during the pendency of any bankruptcy, insolvency, receivership or other similar proceedings, regardless of whether allowed or allowable in such proceeding, and all renewals, extensions, modifications, consolidations, rearrangements, restatements, replacements or substitutions of any of the foregoing. The Trustor and the Beneficiary specifically contemplate that Liabilities include indebtedness hereafter incurred by the Borrower to the Beneficiary. The term "Liabilities" includes, without limitation, the following:

(1) That certain Term Note, dated November 14, 2019, executed by Dennis Dahle Investments, L.L.C. and payable to the Beneficiary in the principal sum of Two Million One Hundred Twenty-Seven Thousand Two Hundred Sixty-Five and 00/100 Dollars (\$2,127,265.00) including all extensions and renewals thereof (the "New Note"), which New Note evidences and amendment, restatement, modification and consolidation of indebtedness evidenced by that certain Term Note, dated September 30 2014, executed by Dennis Dahle Investments, L.L.C and payable to the Beneficiary in the principal sum of Two Million Nine Hundred Eighteen Thousand Three Hundred Thirty-Three and 22/100 Dollars (\$2,918,33.22) and that certain Term Note, dated September 30, 2014 executed by Dennis Dahle Investments, L.L.C and payable to the Beneficiary in the principal sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) and other indebtedness of Dennis Dahle Investments, L.L.C to the Beneficiary; and

(2) The performance of all of the promises and agreements contained in this Deed of Trust.

1. The Trustor irrevocably GRANTS, TRANSFERS, CONVEYS AND ASSIGNS to the Trustee, in trust, with power of sale, for the benefit of the Beneficiary, all of the Trustor's right, title and interest, now owned or hereafter acquired, in the Premises, to secure all of the "Liabilities" (as the definition of that term has been amended by this Amendment).

2. 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.

3. 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.

4. **Governing Law and Venue.** This Amendment and (unless stated otherwise therein) all Related Documents 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.

5. **WAIVER OF SPECIAL DAMAGES.** WITH RESPECT TO THIS AGREEMENT AND ALL RELATED DOCUMENTS, 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:**

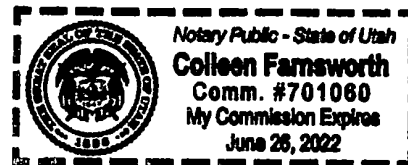
JPMorgan Chase Bank, N.A.

By: 

Travis Colledge  
Printed Name

Vice President  
Title

ACKNOWLEDGMENT



State of Utah )  
County of Salt Lake ) ss

The foregoing instrument was acknowledged before me on 12/20, 2019, by Dennis Danle

Given under my hand and notarial seal this 20 day of December, 2019.  
Colleen Farnsworth, Notary Public  
My Commission expires: 6-26-22

State of Utah )  
County of Salt Lake ) ss

The foregoing instrument was acknowledged before me on 12/20, 2019, by Travis Colledge

Given under my hand and notarial seal this 20 day of December, 2019.  
Colleen Farnsworth, Notary Public  
My Commission expires: 6-26-22

