

Tax Serial Number:
12-726-0006

RECORDATION REQUESTED BY:

Bank of American Fork, a Division of People's
Intermountain Bank
Layton
476 W Heritage Park Blvd.
Suite 100
Layton, UT 84041

WHEN RECORDED MAIL TO:

Bank of American Fork, a Division of People's
Intermountain Bank
Layton
476 W Heritage Park Blvd.
Suite 100
Layton, UT 84041

SEND TAX NOTICES TO:

SCW CARWASH, INC.
2066 E LONSDALE DRIVE
SALT LAKE CITY, UT 84121

FOR RECORDER'S USE ONLY



17-022317

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated APRIL 20, 2017, is made and executed between SCW CARWASH, INC. ("Trustor") and Bank of American Fork, a Division of People's Intermountain Bank, whose address is Layton, 476 W Heritage Park Blvd., Suite 100, Layton, UT 84041 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated March 1, 2017 (the "Deed of Trust") which has been recorded in DAVIS County, State of Utah, as follows:

DEED OF TRUST RECORDED ON MARCH 17, 2017 AS ENTRY NUMBER 3008621 ON PAGES 120-129 IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

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

See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 1818 SOUTH 2000 WEST, SYRACUSE, UT 84075. The Real Property tax identification number is 12-726-0006.

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

INCREASE THE DEED OF TRUST TO \$276,449.56.

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 APRIL 20, 2017.

TRUSTOR:

SCW CARWASH, INC.

By:


DOUGLAS J. HAMMOND, President of SCW CARWASH, INC

**MODIFICATION OF DEED OF TRUST
(Continued)**

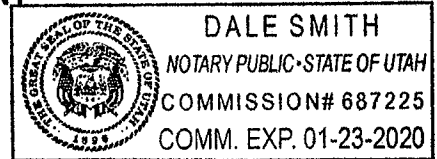
LENDER:

BANK OF AMERICAN FORK, A DIVISION OF PEOPLE'S INTERMOUNTAIN BANK

X *Dale Smith*
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Utah)
)
COUNTY OF Davis) SS
)

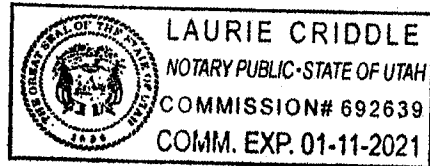


On this 20th day of April, 2017, before me, the undersigned Notary Public, personally appeared **DOUGLAS J HAMMOND**, President of **SCW CARWASH, INC.**, and known to me to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By *Dale Smith* Residing at Layton, Utah
Notary Public in and for the State of Utah My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Utah)
)
COUNTY OF Davis) SS
)



On this 20th day of April, 2017, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for **Bank of American Fork, a Division of People's Intermountain Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Bank of American Fork, a Division of People's Intermountain Bank**, duly authorized by **Bank of American Fork, a Division of People's Intermountain Bank** 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 **Bank of American Fork, a Division of People's Intermountain Bank**.

By *Laurie Criddle* Residing at Layton, Utah
Notary Public in and for the State of _____ My commission expires 1-11-2021

EXHIBIT A

File No.: 17-022317

The Land referred to herein below is situated in the County of Davis, State of Utah, and is described as follows:

PARCEL 1

All of Lot 6, **GERTGE BUSINESS PARK**, according to the Official Plat thereof, recorded in the Office of the County Recorder of **DAVIS** County, State of Utah.

The following is shown for informational purposes only: Tax Parcel No. 12-726-0006

PARCEL 1A

A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS AND EGRESS, TO AND FROM 1700 SOUTH STREET; 1900 SOUTH STREET AND 2000 WEST STREET OVER AND ACROSS THOSE AREAS NOTED ON THE OFFICIAL PLAT OF GERTGE BUSINESS PARK AS ACCESS AND PUBLIC UTILITY EASEMENTS.