

BEING A PART OF FORMER PARCEL IDENTIFICATION NUMBER: 27-029-0131

ENT **113731:2020** PG 1 of 7
Jeffery Smith
Utah County Recorder
2020 Aug 04 02:55 PM FEE 40.00 BY SS
RECORDED FOR Stewart Title Insurance Agency of Utah
ELECTRONICALLY RECORDED

**FIRST AMENDMENT TO MULTIFAMILY DEED OF TRUST,
ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT
AND FIXTURE FILING**

(UTAH)

**Prepared by, and after recording
return to:
Krooth & Altman LLP
1850 M Street, NW, Suite 400
Washington, DC 20036
Attn: Nicholas A. Pirulli, Esq.**

**FIRST AMENDMENT TO MULTIFAMILY DEED OF TRUST,
ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT
AND FIXTURE FILING**

This FIRST AMENDMENT TO MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (as amended, restated, replaced, supplemented, or otherwise modified from time to time, the “**Security Instrument Amendment**”) dated as of **July 31, 2020**, is executed by **DIAMOND FORK ICG LLC**, a limited liability company organized and existing under the laws of Washington, as grantor (“**Borrower**”), to FIRST AMERICAN TITLE INSURANCE COMPANY, as trustee (“**Trustee**”) for the benefit of **FANNIE MAE**, a federally-chartered and stockholder-owned corporation organized and existing under the Federal National Mortgage Association Charter Act, 12 U.S.C. § 1716, *et seq.*, assignee and successor in interest to **JONES LANG LASALLE MULTIFAMILY, LLC**, a limited liability company organized and existing under the laws of Delaware, as beneficiary/grantee (“**Lender**”).

Lender is the holder and owner of that certain MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (as amended, restated, replaced, supplemented, or otherwise modified from time to time, the “**Security Instrument**”) in the principal amount of **\$4,880,000.00** dated as of **September 15, 2016**, given by Borrower in favor of **JONES LANG LASALLE MULTIFAMILY, LLC**, a limited liability company organized and existing under the laws of Delaware, as recorded **September 15, 2016** as **Entry No. 90188:2016** in the Records of **Utah County, Utah**, and thereafter assigned by **JONES LANG LASALLE MULTIFAMILY, LLC**, a limited liability company organized and existing under the laws of Delaware, by Assignment of Multifamily Deed of Trust in favor of Lender dated as of **September 15, 2016** as recorded **September 15, 2016** as **Entry No. 90189:2016** in the Records of **Utah County, Utah**.

Borrower has requested that Lender partially reconvey a portion of the Mortgaged Property encumbered by the Security Instrument. Lender has consented to such partial reconveyance and the DEED OF PARTIAL RECONVEYANCE dated July 31, 2020 was recorded August 4, 2020 as Entry 113382: 2020 in the Records of **Utah County, Utah**.

1. Unless defined herein, any capitalized term as set forth in this Security Instrument Amendment shall have the meaning ascribed thereto in the Security Instrument.
2. The Mortgaged Property is more particularly described in Exhibit A attached to this Security instrument amendment.

3. Borrower and Lender desire to and hereby do amend the Security Instrument to modify Exhibit A thereto. The revised Exhibit A now appears and is attached to this Security Instrument Amendment.

4. Other than as modified by this Security Instrument Amendment all conditions, provisions, requirements and terms of the Security Instrument remain unchanged and in full force and effect and effective as if executed and delivered effective as of the date hereof.

ATTACHED EXHIBITS. The following Exhibits are attached to this Security Instrument and incorporated fully herein by reference:

<input checked="" type="checkbox"/>	Exhibit A	Description of the Land (required)
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[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Borrower and Lender each has signed and delivered this Security Instrument Amendment under seal (where applicable) or has caused this Security Instrument Amendment to be signed and delivered by its duly authorized representative under seal (where applicable). Where applicable law so provides, Borrower and Lender each intends that this Security Instrument Amendment shall be deemed to be signed and delivered as a sealed instrument.

BORROWER:

DIAMOND FORK ICG LLC,
a Washington limited liability company

By: ICG LLC,
a Washington limited liability company,
its Manager

By: [Signature]
Michael A. Christian
Manager

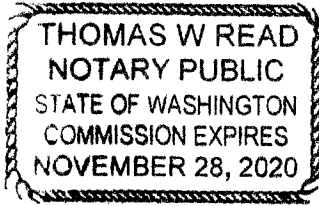
ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF King

The foregoing instrument was acknowledged before me this July 27, 2020 by Michael A. Christian, Manager of and on behalf of ICG LLC, a Washington limited liability company, Manager of and on behalf of Diamond Fork ICG LLC, a Washington limited liability company.

[Signature]
Notary Public
Printed Name: Thomas W. Read
My Commission
Expires: Nov. 28, 2020



LENDER:

FANNIE MAE

By: JLL REAL ESTATE CAPITAL, LLC, a
Delaware limited liability company, its
Attorney-in-Fact

By: [Signature]
Name: Kevin Sullivan
Title: Executive Vice President

ACKNOWLEDGMENT

STATE OF MN)

COUNTY OF Ramsey) ss:
)

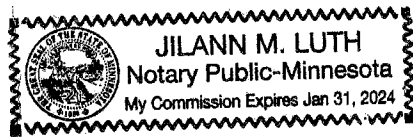
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Kevin Sullivan, known to me to be the Executive Vice President of JLL REAL ESTATE CAPITAL, LLC, a Delaware limited liability company the attorney-in-fact for FANNIE MAE that executed the foregoing instrument, and known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said limited liability company and that she executed the same as the act of such limited liability company for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of July, 2020.

[SEAL]

Jilann M. Luth
Notary Public in and for Minnesota County, Ramsey

My commission expires: Jan 31, 2024



The name, chief executive office and organizational identification number of Borrower (as Debtor under any applicable Uniform Commercial Code) are:

Debtor Name/Record Owner: **Diamond Fork ICG LLC**, a Washington limited liability company

Debtor Chief Executive Office Address:

901 Fifth Avenue, Suite 4100

Seattle, WA 98164

Debtor Organizational ID Number: 604-026-225

The name and chief executive office of Lender (as Secured Party) are:

Secured Party Name: **FANNIE MAE**

Secured Party Chief Executive Office Address:

c/o JLL Real Estate Capital, LLC

2177 Youngman Avenue

St. Paul, MN 55116

TRUSTEE NOTICE ADDRESS:

c/o Integrated Title Insurance Services

2425 South Highland Drive

Salt Lake City, UT 84106

EXHIBIT A
DESCRIPTION OF THE LAND

COUNTY: UTAH
STATE: UTAH

BEGINNING AT A POINT WHICH IS LOCATED EAST 130.51 FEET AND SOUTH 77.12 FEET AND SOUTH 23°10'20" EAST 24.99 FEET FROM THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE ARC OF A 68.50 FOOT RADIUS CURVE TO THE LEFT 78.81 FEET THROUGH A CENTRAL ANGLE OF 65°55'08" THE CHORD OF WHICH BEARS NORTH 64°26'37" EAST 74.53 FEET; THENCE N 83°12'28" E ALONG THE SOUTHERLY LINE OF 400 NORTH (SR-147) 125.18 FEET; THENCE ALONG SAID RIGHT OF WAY AND ALONG THE ARC OF A 2245.43 FOOT RADIUS CURVE TO THE RIGHT 286.12 FEET THROUGH A CENTRAL ANGLE OF 07°18'03", THE CHORD OF WHICH BEARS NORTH 89°20'14" EAST 285.93 FEET TO A POINT NEAR A FENCE CORNER AND A POINT 35.00 FEET WEST OF THE CENTERLINE OF THE EXISTING RAILROAD TRACK; THENCE ALONG A LINE CLOSE TO THE EXISTING FENCE AND 35.00 FEET WEST OF AND PARALLEL TO THE EXISTING TRACK AND ALONG THE ARC OF A 1944.86 FOOT RADIUS CURVE TO THE LEFT 282.03 FEET THROUGH A CENTRAL ANGLE OF 08°18'31", THE CHORD OF WHICH BEARS SOUTH 10°56'47" WEST 281.78 FEET; THENCE SOUTH 89°33'25" WEST 15.12 FEET TO A POINT WHICH IS 50.00 FEET WEST OF THE CENTERLINE OF SAID TRACK; THENCE ALONG A LINE 50.00 FEET WEST OF AND PARALLEL TO SAID TRACKS AND ALONG THE ARC OF A 1959.86 FOOT RADIUS CURVE TO THE LEFT 330.84 FEET THROUGH A CENTRAL ANGLE OF 09°40'19", THE CHORD OF WHICH BEARS SOUTH 01°54'02" WEST 330.45 FEET TO A FENCE LINE; THENCE SOUTH 89°32'03" WEST ALONG SAID FENCE LINE 160.37 FEET TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 6 AND TO A POINT ON THE FENCE LINE ALONG SAID RIGHT OF WAY; THENCE NORTH 22°58'13" WEST ALONG SAID RIGHT OF WAY AND FENCE LINE 357.51 FEET; THENCE NORTH 23°10'20" WEST ALONG SAID RIGHT OF WAY AND FENCE LINE 249.00 FEET TO THE POINT OF BEGINNING.

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