

2816647  
BK 6074 PG 378

E 2816647 B 6074 P 378-382  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
8/5/2014 12:27:00 PM  
FEE \$18.00 Pgs: 5  
DEP eCASH REC'D FOR MOUNTAIN VIEW TITLE

Tax Serial Number:  
06-334-0003

RECORDATION REQUESTED BY:  
ZIONS FIRST NATIONAL BANK  
SALT LAKE COMMERCIAL BANKING DIVISION  
1 SOUTH MAIN, SUITE 300  
SALT LAKE CITY, UT 84111

WHEN RECORDED MAIL TO:  
Zions First National Bank  
Commercial Loan Operations - UT RDWG 0186  
2460 South 3270 West  
West Valley City, UT 84119

**COURTESY RECORDING**  
THIS DOCUMENT IS BEING RECORDED SOLELY  
AS A COURTESY AND AN ACCOMMODATION TO  
THE PARTIES NAMED THEREIN. MT VIEW TITLE  
CO. HEREBY EXPRESSLY DISCLAIMS ANY  
RESPONSIBILITY OR LIABILITY FOR THE  
ACCURACY OR THE CONTENT THEREOF.

**FOR RECORDER'S USE ONLY**

## MODIFICATION OF DEED OF TRUST



\*00000000000009007073507232014\*

THIS MODIFICATION OF DEED OF TRUST dated July 23, 2014, is made and executed between BRYSON SALES & SERVICE, INC., whose address is 1022 WEST 950 NORTH, CENTERVILLE, UT 84014 ("Trustor") and ZIONS FIRST NATIONAL BANK, whose address is SALT LAKE COMMERCIAL BANKING DIVISION, 1 SOUTH MAIN, SUITE 300, SALT LAKE CITY, UT 84111 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated November 14, 2012 (the "Deed of Trust") which has been recorded in DAVIS County, State of Utah, as follows:

Recorded November 15, 2012 in the Davis County Recorder's Office as Entry No. 2700894, State of Utah.

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

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

ALL OF LOT 3, HOGAN OFFICE PARK - 1ST AMENDMENT, CENTERVILLE CITY, DAVIS COUNTY UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

The Real Property or its address is commonly known as 1022 WEST 950 NORTH, CENTERVILLE, UT 84014. The Real Property tax identification number is 06-334-0003.

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

**The original Promissory Note dated July 31, 2013 is hereby renewed and new funds advanced by Lender to Borrower pursuant to that certain Promissory Note dated July 23, 2014, reflecting a current principal due of \$8,500,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidation of, and substitutions for these promissory notes or any loan agreements.**

**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 JULY 23, 2014.**

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

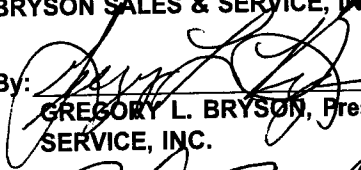
Loan No: 9007

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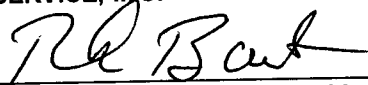
TRUSTOR:

**BRYSON SALES & SERVICE, INC.**

By:

  
GREGORY L. BRYSON, President of BRYSON SALES &  
SERVICE, INC.

By:

  
RICK A. BARTON, Vice President of BRYSON SALES &  
SERVICE, INC.

LENDER:

**ZIONS FIRST NATIONAL BANK**

X

  
Authorized Officer

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 9007

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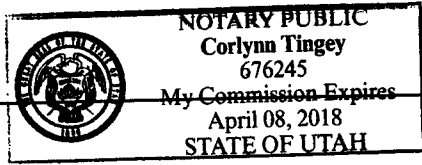
CORPORATE ACKNOWLEDGMENT

STATE OF Utah )  
 ) SS  
COUNTY OF Davis )

On this 31<sup>st</sup> day of July, 2014, before me, the undersigned Notary Public, personally appeared **GREGORY L. BRYSON, President of BRYSON SALES & SERVICE, INC. and RICK A. BARTON, Vice President of BRYSON SALES & SERVICE, INC.**, and known to me to be authorized agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Corlynn Tingey  
Notary Public in and for the State of Utah

Residing at Centerville, Ut  
My commission expires 04-08-18



MODIFICATION OF DEED OF TRUST  
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Utah )  
 ) SS  
COUNTY OF Davis )

On this 31<sup>st</sup> day of July, 20 14, before me, the undersigned Notary Public, personally appeared Kristy Walker and known to me to be the Senior Vice President authorized agent for **ZIONS FIRST NATIONAL BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **ZIONS FIRST NATIONAL BANK**, duly authorized by **ZIONS FIRST NATIONAL 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 **ZIONS FIRST NATIONAL BANK**.

By Corlynn Tingey  
Notary Public in and for the State of Utah

Residing at Centerville, Ut  
My commission expires 04-08-18

