12286058 5/25/2016 8:33:00 AM \$20.00 Book - 10434 Pg - 7038-7043 Gary W. Ott Recorder, Salt Lake County, UT METRO NATIONAL TITLE BY: eCASH, DEPUTY - EF 6 P.

MJT: 48/79-2

Tax Serial Number:

15-13-152-005; and 15-13-152-008 (2016 Tax I.D. to be 15-13-152-010)

### RECORDATION REQUESTED BY:

ZB, N.A. dba Zions First National Bank Dealer Admin. & Flooring Center 2452 South 3400 West West Valley City, UT 84119

### WHEN RECORDED MAIL TO:

ZB, N.A. dba Zions First National Bank Enterprise Loan Operations UT RDWG 1970 PO Box 25007 Salt Lake City, UT 84125-0007

FOR RECORDER'S USE ONLY

### MODIFICATION OF DEED OF TRUST



\*00000000000000%000001 PCOLL\*

THIS MODIFICATION OF DEED OF TRUST dated May 23, 2016, is made and executed between G.O.K. Properties, L.C., a Utah limited liability company, whose address is 1530 South 500 West, Salt Lake City, UT 84115 ("Trustor") and ZB, N.A. dba Zions First National Bank, whose address is Dealer Admin. & Flooring Center, 2452 South 3400 West, West Valley City, UT 84119 ("Lender").

**DEED OF TRUST.** Lender and Trustor have entered into a Deed of Trust dated November 24, 2015 (the "Deed of Trust") which has been recorded in Salt Lake County, State of Utah, as follows:

A Deed of Trust dated November 24, 2015, recorded December 18, 2015 as Entry No. 12191583.

## MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 9003 (Continued) Page 2

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

See the exhibit or other description document 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 1530 South 500 West, Salt Lake City, UT 84115. The Real Property tax identification number is 15-13-152-005; and 15-13-152-008 (2016 Tax I.D. to be 15-13-152-010).

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

The original Promissory Note dated November 24, 2015 is hereby renewed and new funds advanced by Lender to Borrower pursuant to that certain Promissory Note of even date herein, reflecting a current principal due of \$5,000,000.00, 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.

**DOCUMENT IMAGING.** Lender shall be entitled, in its sole discretion, to image or make copies of all or any selection of the agreements, instruments, documents, and items and records governing, arising from or relating to any of Borrower's loans, including, without limitation, this document and the Related Documents, and Lender may destroy or archive the paper originals. The parties hereto (i) waive any right to insist or require that Lender produce paper originals, (ii) agree that such images shall be accorded the same force and effect as the paper originals, (iii) agree that Lender is entitled to use such images in lieu of destroyed or archived originals for any purpose, including as admissible evidence in any demand, presentment or other proceedings, and (iv) further agree that any executed facsimile (faxed), scanned, or other imaged copy of this document or any Related Document shall be deemed to be of the same force and effect as the original manually executed document.

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 MAY 23, 2016.

## MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 9003	(Continued)	Page 3	

TRUSTOR:

G.O.K. PROPERTIES, L.C.

James Christopher Hemmersmeier, Manager of G.O.K.
Properties, L.O.

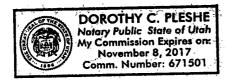
LENDER:

ZB, N.A. DBA ZIONS FIRST NATIONAL BANK

**Authorized Officer** 

### MODIFICATION OF DEED OF TRUST (Continued)

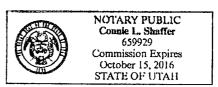
Loan No: 9003 (Coi	ntinued) Page 4
LIMITED LIABILITY COM	IPANY ACKNOWLEDGMENT
STATE OF UTAL	)
COUNTY OF SALT LAKE	) SS / )
undersigned Notary Public, personally appears G.O.K. Properties, L.C., and known to me to liability company that executed the Modific Modification to be the free and voluntary a authority of statute, its articles of organization purposes therein mentioned, and on oath states.	, 20 ( ), before me, the red James Christopher Hemmersmeier, Manager of to be a member or designated agent of the limited cation of Deed of Trust and acknowledged the act and deed of the limited liability company, by tion or its operating agreement, for the uses and tated that he or she is authorized to execute this ation on behalf of the limited liability company.  Residing at County, C
Notary Public in and for the State of way	My commission expires 11.8.2017



# MODIFICATION OF DEED OF TRUST

Loan No: 9003	(Continued)		Page 5
	LENDER ACKNO	WLEDGMENT	
STATE OF	UT	)	
	culul	) SS	
COUNTY OF	Salt-Lake	_ )	
me to be the	executed the within and for free and voluntary act and de ZB, N.A. dba Zions First Nat ses and purposes therein me e this said instrument and in f	D20 / , b D20 / , b	oa Zions First owledged said National Bank, of directors or at he or she is nt on behalf of
By Commi J. S	halfer	Residing at Salt	hake laty
Notary Public in and	for the State of	My commission expire	25 Oct 15th, 2016

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### Exhibit "A"

### Parcel 1:

A parcel of land located in the Northwest corner of Section 13, Township 1 South, Range I West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being South 0°00'46" East 32.81 feet and North 89°48'42" East 17.60 feet from the Northwest corner of Lot 16, Block 6, Five Acre Plat "B", BIG FIELD SURVEY; thence parallel to the North line of Lot 16, North 89°48'42" East 745.18 feet to the East line of said Lot 16; thence South 0°01'05" East 744.39 feet along said East line; thence South 89°48'44" West 726.40 feet to a point on the East line of that portion conveyed to the Utah Transit Authority in Entry No. 11457397; thence North 0°23'18" East 90.01 feet along said UTA parcel; thence South 89°48'44" West 19.81 feet along the North line of said UTA parcel to the East line of another portion conveyed to the Utah Transit Authority in Entry No. 11062770; thence North 0°00'58" East 654.39 feet along said UTA parcel to the point of beginning.

### Parcel 1A:

Together with the rights and benefits under that certain Amended and Restated Reservation of Rights and Easements recorded October 10, 2000, as Entry No. 7735501, in Book 8393, at Page 3452, of the Official Records.