

PREPARED BY AND AFTER
RECORDING MAIL TO:

Pacific Premier Bank
17901 Von Karman Avenue, Ste. 1200
Irvine, CA 92614
Attention: Loan Servicing

Loan No. 53-602500-11

12051202
5/15/2015 12:34:00 PM \$26.00
Book - 10324 Pg - 5687-5691
Gary W. Ott
Recorder, Salt Lake County, UT
TITLE WEST
BY: eCASH, DEPUTY - EF 5 P.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MODIFICATION OF DEED OF TRUST

An Agreement titled Loan Modification and Assumption Agreement dated May 7, 2015 (the "Agreement"), was entered into by and between Pacific Premier Bank ("Lender"), Quinton B. McClannan and Suzanne McClannan, Trustees of The McClannan 1998 Living Trust dated January 27, 1998 ("Original Borrower") and Liberty Court Apartments, LLC, a Utah limited liability company ("New Borrower") with respect to a certain loan (the "Loan") secured by (i) that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "Deed of Trust"), executed by Original Borrower originally in favor of AmericanWest Bank, a Washington corporation ("AmericanWest Bank"), dated December 23, 2014, recorded on December 30, 2014, in the Official Records of Salt Lake County, State of Utah, as Entry No. 11969755, Book/Page 10285/9051, which Deed of Trust constitutes a lien on the real property described in Exhibit "A" attached hereto. New Borrower and Original Borrower have consented to all the terms and conditions of the Agreement.

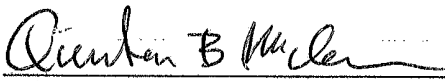
Lender purchased the Loan on or about March 15, 2015 and now holds all of AmericanWest Bank's rights under the Deed of Trust, and all related Loan documents.

New Borrower has assumed the Loan and Lender and New Borrower have modified the Loan as set forth in the Agreement. Terms and provisions that have been modified include but are not limited to, the following: (a) adding a Guarantor; (b) adding financial reporting requirements for the New Borrower; and (b) releasing Original Borrower of its obligations under the Loan documents. Reference is hereby made to the Agreement of even date herewith for the specific provisions of the modification and assumption.

Dated: May 7, 2015

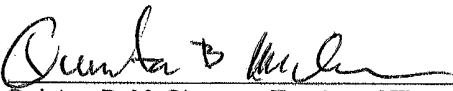
NEW BORROWER:


LIBERTY COURT APARTMENTS, LLC, A UTAH LIMITED LIABILITY COMPANY

By: 
Quinton B. McClannan, Manager of Liberty Court
Apartments, LLC, a Utah limited liability company

ORIGINAL BORROWER:

QUINTON B. MCCLANNAN AND SUZANNE MCCLANNAN, TRUSTEES OF THE MCCLANNAN 1998 LIVING TRUST DATED JANUARY 27, 1998

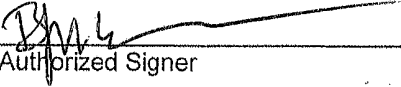
By: 
Quinton B. McClannan, Trustee of The
McClannan 1998 Living Trust dated January 27,
1998

By: 
Suzanne McClannan, Trustee of The
McClannan 1998 Living Trust dated January 27,
1998

[ADDITIONAL SIGNATURES APPEAR ON THE FOLLOWING PAGE]

LENDER:

PACIFIC PREMIER BANK

By: 
Authorized Signer

Name: Benjamin McKenna

VP/Sr. Portfolio Manager

Title: _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
 Utah Cap)
COUNTY OF Salt Lake) ss.

On May 12, 2015 before me, Carrie A. Park, Notary Public, personally appeared Quinton B McClannan and Suzanne McClannan who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carrie A. Park (Seal)



A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

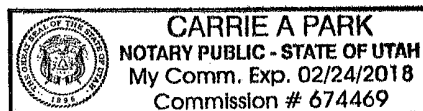
STATE OF CALIFORNIA)
 Utah Cap)
COUNTY OF Salt Lake)

On May 12, 2015 before me, Carrie A. Park, Notary Public, personally appeared Quinton B McClannan and Suzanne McClannan who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carrie A. Park (Seal)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF ORANGE)

On **May 13, 2015**, before me, Rosie Horcasitas, Notary Public, personally appeared **BENJAMIN J. McKENNA**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Rosie Horcasitas* (Seal)

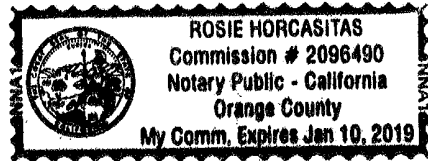


Exhibit "A"
(Legal Description)

Unit Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, and common area, contained within the Liberty Court Townhomes, a Utah Condominium Project, as the same is identified in the Record of Survey Map recorded in Salt Lake County, Utah as Entry No. 10435800, in Book 2008P, at Page 135, and in the Declaration of Covenants, Conditions and Restriction and Bylaws of the , recorded in Salt Lake County, on May 23, 2008, as Entry No. 10465801, in Book 9609, at Page 8984, of the Official Records.

Together with: (a) the undivided ownership interest in said Condominium Project's Common Areas and Facilities which is appurtenant to said Unit, (the referenced Declaration of Condominium providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates); (b) the exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said Unit, and (c) The non-exclusive right to use and enjoy the Common Areas and Facilities included in said Condominium Project (as said Project may hereafter be expanded) in accordance with the aforesaid Declaration and Survey Map (as said Declaration and Map may hereafter be amended or supplemented) and the Utah Condominium Ownership Act.

The following is shown for information purposes only: 16-07-215-001, 16-07-215-002, 16-07-215-003, 16-07-215-004, 16-07-215-005, 16-07-215-006, 16-07-215-007, 16-07-215-008, 16-07-215-009

