

NTC 280925

AFTER RECORDING RETURN TO:
BRMK Lending, LLC
1420 5th Avenue Suite 2000
Seattle, WA 98101

Information Required by RCW Ch. 36.18 and 65.04.

Document Title: First Amendment to Deed of Trust Security Agreement and Fixture Filing with Assignment of Leases and Rents
Reference Number(s) of Document Assigned or Released: ENT 463691 BK 1252 Pg 807-838
Grantor(s): Jovid Mark Residences LLC, a Utah limited liability company and Jovid Mark LLC, a Utah limited liability company
Grantee: BRMK LENDING, LLC, a Delaware limited liability company, successor in interest by merger to BRELF II, LLC, a Washington limited liability company

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

THIS FIRST AMENDMENT TO DEED OF TRUST is made this 4th day of December, 2019, between Jovid Mark Residences LLC, a Utah limited liability company and Jovid Mark LLC, a Utah limited liability company, as their interests may appear, as "Trustor," whose address is 7026 S 900 E, Midvale, UT 84047, to Meridian Title Company, "Trustee", 126 West Sego Lily Drive, Suite 245, Sandy, UT 84070, for the benefit of BRMK LENDING, LLC, a Delaware limited liability company, successor in interest by merger to BRELF II, LLC, a Washington limited liability company, or assigns, "Beneficiary," whose address is 1420 5th Avenue, Suite 2000, Seattle, WA 98101, on the following terms:

1. The Property encumbered by this First Amendment to Deed of Trust and the original Deed of Trust is as follows:

Real property in the County of Wasatch, State of Utah, described as follows:

Parcel 1:

Units 253, 254, 255, 352, 353, 452, 453, 454, 455, 456, 457, 458, 551, 552 and 553, Jovid Mark Subdivision a Condo Plat, Amending Parcels 2, 3 and 4 (1st amendment) (Phase 1), according to the plat thereof as recorded in the office of the Wasatch County Recorder.

Together with the Common Area as shown on the official plat recorded April 9, 2019 as Entry No. 462319 in Book 1248 at Page 1434 of Official Records.

Parcel 2:

Units 205, 206, 207, 208, 209, 211, 251, 252, 305, 306, 307, 308, 309, 310, 311, 312, 405, 406, 407, 408, 409, 410, 411, 412, 505, 506, 507, 508, 509, 510, 511, 512, 605, 606, 607, 608, 609, 610, 611 and 612, Jovid Mark Subdivision a Condo Plat, Amending Parcels 3 and 5 (2nd amendment) (Phase 2), according to the plat thereof as recorded in the office of the Wasatch County Recorder.

Together with the Common Area as shown on the official plat recorded April 10, 2019 as Entry No. 462341 in Book 1248 at Page 1662 of Official Records.

Parcel 3:

Units 256, 313, 315, 317, 319, 354, 355, 356, 357, 413, 414, 415, 416, 417, 418, 419, 420, 513, 514, 515, 516, 517, 518, 519, 520, 613, 614, 615, 616, 617, 618, 619 and 620, Jovid Mark Subdivision a Condo Plat, Amending Parcels 4 and 7 (3rd amendment) (Phase 3), according to the plat thereof as recorded in the office of the Wasatch County Recorder.

Together with the Common Area as shown on the official plat recorded April 10, 2019 as Entry No. 462344 in Book 1248 at Page 1768 of Official Records.

PHYSICAL ADDRESS: 909 West Peace Tree Trail
Heber City, UT 84032

ASSESSOR'S TAX PARCEL NO.: 00-0021-4090 (Unit 253); 00-0021-4091 (Unit 254); 00-0021-4092 (Unit 255); 00-0021-4093 (Unit 352); 00-0021-4094 (Unit 353); 00-0021-4095 (Unit 452); 00-0021-4096 (Unit 453); 00-0021-4097 (Unit 454); 00-0021-4098 (Unit 455); 00-0021-4099 (Unit 456); 00-0021-4100 (Unit 457); 00-0021-4101 (Unit 458); 00-0021-4102 (Unit 551); 00-0021-4103 (Unit 552); 00-0021-4104 (Unit 553). (Parcel 1)

00-0021-4105 (Unit 205); 00-0021-4106 (Unit 206); 00-0021-4107 (Unit 207); 00-0021-4108 (Unit 208); 00-0021-4109 (Unit 209); 00-0021-4110 (Unit 211); 00-0021-4111 (Unit 251); 00-0021-4112 (Unit 252); 00-0021-4113 (Unit 305); 00-0021-4114 (Unit 306); 00-0021-4115 (Unit 307); 00-0021-4116 (Unit 308); 00-0021-4117 (Unit 309); 00-0021-4118 (Unit 310); 00-0021-4119 (Unit 311); 00-0021-4120 (Unit 312); 00-0021-4121 (Unit 405); 00-0021-4122 (Unit 406); 00-0021-4123 (Unit 407); 00-0021-4124 (Unit 408); 00-0021-4125 (Unit 409); 00-0021-4126 (Unit 410); 00-0021-4127 (Unit 411); 00-0021-4128 (Unit 412); 00-0021-4129 (Unit 505); 00-0021-4130 (Unit 506); 00-0021-4131 (Unit 507); 00-0021-4132 (Unit 508); 00-0021-4133 (Unit 509); 00-0021-4134 (Unit 510); 00-0021-4135 (Unit 511); 00-0021-4136 (Unit 512); 00-0021-4137 (Unit 605); 00-0021-4138 (Unit 606); 00-0021-4139 (Unit 607); 00-0021-4140 (Unit 608); 00-0021-4141 (Unit 609); 00-0021-4142 (Unit 610); 00-0021-4143 (Unit 611); 00-0021-4144 (Unit 612) (Parcel 2)

00-0021-4145 (Unit 256); 00-0021-4146 (Unit 313); 00-0021-4147 (Unit 315); 00-0021-4148 (Unit 317); 00-0021-4149 (Unit 319); 00-0021-4150 (Unit 354); 00-0021-4151 (Unit 355); 00-0021-4152 (Unit 356); 00-0021-4153 (Unit 357); 00-0021-4154 (Unit 413); 00-0021-4155 (Unit 414); 00-0021-4156 (Unit 415); 00-0021-4157 (Unit 416); 00-0021-4158 (Unit 417); 00-0021-4159 (Unit 418); 00-0021-4160 (Unit 419); 00-0021-4161 (Unit 420); 00-0021-4162 (Unit 513); 00-0021-4163 (Unit 514); 00-0021-4164 (Unit 515); 00-0021-4165 (Unit 516); 00-0021-4166 (Unit 517); 00-0021-4167 (Unit 518); 00-0021-4168 (Unit 519); 00-0021-4169 (Unit 520); 00-

0021-4170 (Unit 613); 00-0021-4171 (Unit 614); 00-0021-4172 (Unit 615); 00-0021-4173 (Unit 616); 00-0021-4174 (Unit 617); 00-0021-4175 (Unit 618); 00-0021-4176 (Unit 619); 00-0021-4177 (Unit 620). (Parcel 3)

2. The original Deed of Trust was recorded with the Wasatch County Recorder on May 17, 2019, as ENT 463691 BK 1252 Pg 807-838.

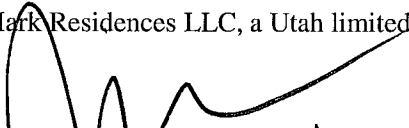
3. The sole amendment to the original Deed of Trust is to provide for a change in the amount of the Promissory Note to \$34,519,498.00, and such other and further additional advances as may be made by Beneficiary to Trustor. In all other respects the original Deed of Trust shall remain in full force and effect, and unchanged.

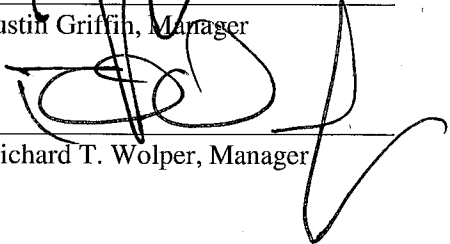
PURSUANT TO UTAH CODE SECTION 25-5-4, TRUSTOR IS NOTIFIED THAT THESE AGREEMENTS ARE A FINAL EXPRESSION OF THE AGREEMENTS BETWEEN BENEFICIARY AND TRUSTOR AND THESE AGREEMENTS MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED ORAL AGREEMENT.

Signature Page to Follow

TRUSTOR:

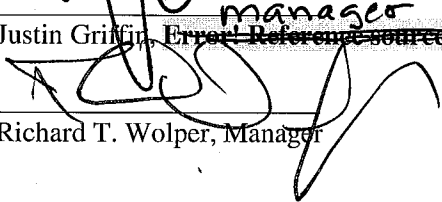
Jovid Mark Residences LLC, a Utah limited liability company (as to Parcels 2 and 3)

By: 
Justin Griffin, Manager

By: 
Richard T. Wolper, Manager

JOVID MARK LLC,
a Utah limited liability company (as to Parcel 1)

By: 
Justin Griffin, ~~Manager~~ ^{manager} ~~Error: Reference source not found.~~

By: 
Richard T. Wolper, Manager

STATE OF UT)
COUNTY OF Salt Lake) §

I certify that I know or have satisfactory evidence that Justin Griffin is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Manager of Jovid Mark Residences LLC, a Utah limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]
Print Name: Melanie Maxfield
NOTARY PUBLIC in and for the State of
UT, residing at: Riverton
My appointment expires: 9/22/23

STATE OF UT)
COUNTY OF Salt Lake) §

I certify that I know or have satisfactory evidence that Richard T. Wolper is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Manager of Jovid Mark Residences LLC, a Utah limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]
Print Name: Melanie Maxfield
NOTARY PUBLIC in and for the State of
UT, residing at: Riverton
My appointment expires: 9/22/23

STATE OF UT)

COUNTY OF Salt Lake)^s

I certify that I know or have satisfactory evidence that Justin Griffin is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Manager of Jovid Mark LLC, a Utah limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



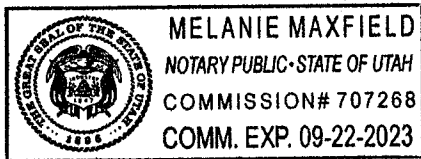
Melanie Maxfield
Print Name: Melanie Maxfield
NOTARY PUBLIC in and for the State of
UT, residing at: Riverton
My appointment expires: 9/22/23

STATE OF UT)

COUNTY OF Salt Lake)^s

I certify that I know or have satisfactory evidence that Richard T. Wolper is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Manager of Jovid Mark LLC, a Utah limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

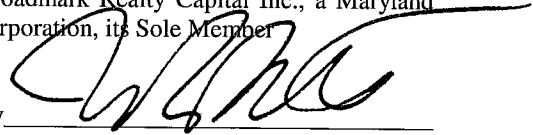


Melanie Maxfield
Print Name: Melanie Maxfield
NOTARY PUBLIC in and for the State of
UT, residing at: Riverton
My appointment expires: 9/22/23

BENEFICIARY

BRMK LENDING, LLC, a Delaware limited liability company, successor in interest by merger to BRELF II, LLC, a Washington limited liability company

By: Broadmark Realty Capital Inc., a Maryland corporation, its Sole Member

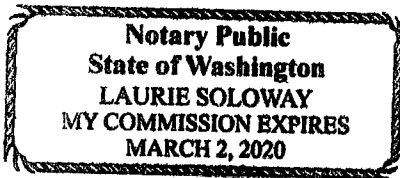


By _____
Name: Jeffrey B. Pyatt
Title: President and Chief Executive Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that JEFFREY B. PYATT is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President and Chief Executive Officer of BROADMARK REALTY CAPITAL INC., the Sole Member of BRMK LENDING, LLC, to be the free and voluntary act and deed of such limited liability company, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on December 4, 2019.



Laurie Soloway
(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington
My Appointment Expires: 3/2/2020