Ent 515532 Bk 837 Pg 869-874
Date: 12-OCT-2016 3:20:33PM
Fee: \$21.00 Charge
Filed By: GKW
JOHN ALAN CORTES. Recorder
GRAND COUNTY CORPORATION
For: ANDERSON-OLIVER TITLE INSURANCE
AGENCY

Tax Serial Number: 01-001-0158

RECORDATION REQUESTED BY:

ZB, N.A. dba Zions First National Bank Commercial Real Estate Region South Central Utah 55 West 100 North Richfield, UT 84701

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

THIS MODIFICATION OF DEED OF TRUST dated August 30, 2016, is made and executed between Hotel Moab LLC, a Utah Ilmited liability company, whose address is 50 West 100 South, Moab, UT 84532 ("Trustor") and ZB, N.A. dba Zions First National Bank, whose address is Commercial Real Estate Region South Central Utah, 55 West 100 North, Richfield, UT 84701 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated March 4, 2016 (the "Deed of Trust") which has been recorded in Grand County, State of Utah, as follows:

Construction Deed of Trust and Fixture Filing Recorded March 9, 2016 as Entry No. 511076 Book 827 Pages 635 - 659.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Grand 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 201 Walnut Lane, Moab, UT 84532. The Real Property tax identification number is 01-001-0158.

MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 01-001

Page 2

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

1. The section titled "Borrower" is hereby amended and restated as described below:

Borrower. The word "Borrower" means Hotel Moab LLC and included all co-signers and co-makers signing the Note and all their successors and assigns.

2. The section titled "Trustor" is hereby amended and restated as described below:

Trustor. The word "Trustor" means Hotel Moab LLC.

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 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 AUGUST 30, 2016.

MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 01-001

Page 3

TRUSTOR:

HOTEL MOAB LLC

Michael H. Bynum, Manager of Hotel Moab LLC

LENDER:

ZB, N.A. DBA ZIONS FIRST NATIONAL BANK

Authorized Officer

MODIFICATION OF DEED OF TRUST

Loan No: 01-001	(Continued)	Page 4
LIMITED LIAE	BILITY COMPANY ACKNOWLE	DGMENT
STATE OF 14ch)	
) s	S
COUNTY OF Good		
undersigned Notary Public, pers LLC, and known to me to be a n executed the Modification of De and voluntary act and deed of the of organization or its operating a		i, Manager of Hotel Moab nited liability company that Modification to be the free ority of statute, its articles therein mentioned, and on

MODIFICATION OF DEED OF TRUST

Loan No: 01-001	(Continued)			Page 5
	LENDER ACKNOWLED	GMENT		
STATE OF	as hing ton)) ss		NOTARY PUBLIC ALICE J CLAY Commission No. 682691 Commission Expires APRIL 07, 2019 STATE OF UTAH
COUNTY OF	25 hing ton)		
me to be the <u>SR. V</u> National Bank that e instrument to be the fr duly authorized by ZB otherwise, for the use	day of October Maniplic, personally appeared Maniplic, personally appeared Maniped Man	agent for ZB, g instrument and ZB, N.A. dba Zior Bank through its I, and on oath sta	N.A. dba Zioi d acknowledges First Nationa board of direct ated that he of estrument on b	ns First ed said al Bank, ctors or r she is ehalf of
Notary Public in and fo	rthe State of Ut	My commissio	on expires 4-	07-19

LaserPro, Ver. 16.2.10.016 Copr. D+H USA Corporation 1997, 2016. All Rights Reserved.
- UT C:\COMML\CFI\LPL\G202.FC TR-181322 PR-305

EXHIBIT "A" LEGAL DESCRIPTION

File No.: 10046

Grand County, Ulah

Beginning at a 3/8" spike which bears South 1389 2 feet and West 667 1 feet from the North ¼ Corner, Section 1. Township 26 South, Range 21 East, SLM, and proceeding thence South 0°38' East 318.7 feet to a corner which bears 0.9 feet South and 0.1 feet East of a metal fence post; thence South 08° 09' West 77.4 feet to a cedar post; thence South 52°23' West 147.6 feet to a double cedar post; thence North 88° 06' West 58.5 feet to a cedar fence post; thence North 26° 04' West 156.1 feet to a cedar fence post; thence South 89° 45' West 43.2 feet to a cedar fence post, thence North 0°51' West 344.5 feet to a 3/8" spike, thence South 89° 47' East 299.7 feet to the point of beginning. Bearings based on the centerline of 100 West Street (N 0 deg 17' E) (Parcel No. 01-001-0158)

LESS the following:

a. Beginning at a point which bears South 1872.7 feet and West 819.6 feet from the North ½ Corner of Section 1, Township 26 South, Range 21 East. SLM, and proceeding thence with the South line of the Davis Tract North 88°06' West 32.5 feet, thence North 26' West 25.8 feet, thence with the North Right of Way with the proposed Williams Way South 68°30' East 11.3 feet; thence with a curve to the left, the chord of which bears South 61°46' East 38 8 feet (Delta=6 degrees 33'05', Radius=339.25, Tangent=19 42 feet, Length=38 79) to the point of beginning. b. Any portion within Williams Way