

Ent 538611 Bk 904 Pg 186 -194
Date: 18-Sep-2020 11:55 AM
Fee: \$40.00 ACH
Filed By: JAC
JOHN CORTES, Recorder
GRAND COUNTY CORPORATION
For: Cottonwood Title Insurance A
Recorded Electronically by Simplifile

Tax Serial Number:
01-001-0158

RECORDATION REQUESTED BY:

Zions Bancorporation, 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:

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

A90 11046
CTW 129089-JCP

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated September 3, 2020, is made and executed between Hotel Moab II, LLC, whose address is 51 North 100 West, Moab, UT 84532 ("Trustor") and Zions Bancorporation, 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 Hotel Moab LLC, a Utah limited liability company ("Original 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. Lender and Trustor hereby modify the Deed of Trust as follows:

Original Trustor is hereby replaced with the Trustor, Hotel Moab II, LLC. Trustor hereby assumes the obligations of Original Trustor under the Deed of Trust. The definition of "Trustor" and "Borrower" in the Deed of Trust is hereby amended and supplemented to be Hotel Moab II, LLC. Trustor agrees to perform all the covenants, agreements, and obligations of the Deed of Trust, and to be bound by all the covenants and conditions of the Deed of Trust as though the Deed of Trust had originally been made, executed, and delivered by Trustor.

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"). The lien of Lender on the Property and Collateral shall remain in all respects unaffected, and nothing herein contained and nothing done pursuant hereto shall affect or be construed to affect the lien, charge, or encumbrance of or conveyance effected by the Deed of Trust or the Security Agreement or the priority thereof over other liens, charges, encumbrances, or conveyances. It is the intention of Lender to release Hotel Moab LLC from all of the obligations under the Loan Documents, concurrently with Hotel Moab II, LLC's unconditional assumption of said obligations under the Loan Documents.

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 SEPTEMBER 3, 2020.

TRUSTOR:

HOTEL MOAB II, LLC

By: [Signature]
Michael Henry Bynum, Manager of Hotel Moab II, LLC

By: _____
David Webster, Jr., Manager of Hotel Moab II, LLC

By: _____
Kevin S. Garn, Manager of Hotel Moab II, LLC

LENDER:

ZIONS BANCORPORATION, N.A. DBA ZIONS FIRST NATIONAL BANK

X _____
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah _____)

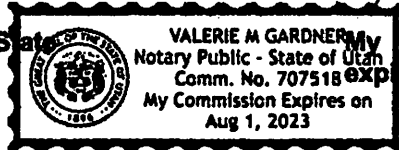
COUNTY OF Grand _____) SS)

On this 14th day of September, 20 20, before me, the undersigned Notary Public, personally appeared **Michael Henry Bynum, Manager of Hotel Moab II, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By: Valerie M. Gardner

Residing at Moab, Ut 84532

Notary Public in and for the State of Utah



My commission expires August 1, 2023

TRUSTOR:

HOTEL MOAB II, LLC

By: _____
Michael Henry Bynum, Manager of Hotel Moab II, LLC

By: David Webster
David Webster, Jr., Manager of Hotel Moab II, LLC

By: _____
Kevin S. Garn, Manager of Hotel Moab II, LLC

LENDER:

ZIONS BANCORPORATION, N.A. DBA ZIONS FIRST NATIONAL BANK

X _____
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20 _____, before me, the undersigned Notary Public, personally appeared Michael Henry Bynum, Manager of Hotel Moab II, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By _____

Residing at _____

Notary Public in and for the State of _____

My commission expires _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah

)
) SS

COUNTY OF Salt Lake

)

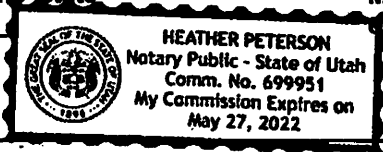
On this 16th day of September, 20 20, before me, the undersigned Notary Public, personally appeared David Webster, Jr., Manager of Hotel Moab II, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Heather Peterson

Residing at Salt Lake County

Notary Public in and for the State of Utah

My commission expires May 27, 2022



LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF _____

)
) SS

COUNTY OF _____

)

On this _____ day of _____, 20 _____, before me, the undersigned Notary Public, personally appeared Kevin S. Garn, Manager of Hotel Moab II, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By _____

Residing at _____

Notary Public in and for the State of _____

My commission expires _____

LENDER ACKNOWLEDGMENT

TRUSTOR:

HOTEL MOAB II, LLC

By: _____
Michael Henry Bynum, Manager of Hotel Moab II, LLC

By: _____
David Webster, Manager of Hotel Moab II, LLC

By: _____
Kevin S. Garn, Manager of Hotel Moab II, LLC

LENDER:

ZIONS BANCORPORATION, N.A. DBA ZIONS FIRST NATIONAL
BANK

X _____
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF _____

)

) SS

COUNTY OF _____

)

On this _____ day of _____, 20 _____, before me, the undersigned Notary Public, personally appeared **Michael Henry Bynum, Manager of Hotel Moab II, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By _____

Residing
at _____

Notary Public in and for the State
of _____

My _____ commission
expires _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20 _____, before me, the undersigned Notary Public, personally appeared **David Webster, Jr., Manager of Hotel Moab II, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

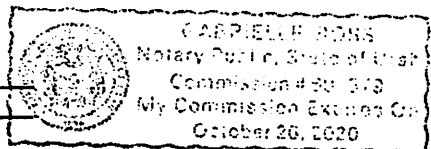
By _____ Residing at _____
Notary Public in and for the State of _____ My commission expires _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

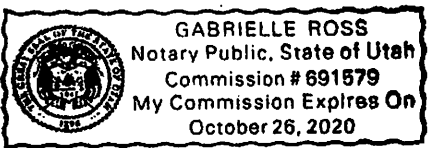
STATE OF Utah)
) SS
COUNTY OF DAVIS)

On this 15 day of September, 20 20, before me, the undersigned Notary Public, personally appeared **Kevin S. Garn, Manager of Hotel Moab II, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Gabrielle Ross Residing at Layton, UT
Notary Public in and for the State of Utah My commission expires 10/26/2020



LENDER ACKNOWLEDGMENT



TRUSTOR:

HOTEL MOAB II, LLC


By: _____
Michael Henry Bynum, Manager of Hotel Moab II, LLC

By: _____
David Webster, Jr., Manager of Hotel Moab II, LLC

By: _____
Kevin S. Garn, Manager of Hotel Moab II, LLC

LENDER:

ZIONS BANCORPORATION, N.A. DBA ZIONS FIRST NATIONAL
BANK

X  _____
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20 _____, before me, the undersigned Notary Public, personally appeared **Michael Henry Bynum, Manager of Hotel Moab II, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By _____

Residing
at _____

Notary Public in and for the State
of _____

My _____ commission
expires _____

Exhibit "A" Legal Description

Grand County, Utah:

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 ¼ 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 58°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.