

Return To: CROWN BANK, 601
MARQUETTE AVENUE S., STE. 125,
MINNEAPOLIS, Minnesota 55402

Prepared By: CROWN BANK, 601
MARQUETTE AVENUE S., STE. 125,
MINNEAPOLIS, Minnesota 55402

10953305
5/17/2010 10:38:00 AM \$16.00
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Gary W. Ott
Recorder, Salt Lake County, UT
FOUNDERS TITLE
BY: eCASH, DEPUTY - EF 4 P.

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Tax Serial Number: *10-30-305-011*

MODIFICATION OF DEED OF TRUST

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is April 30, 2010.
The parties and their addresses are:

GRANTOR:

SOUTH LAKE VILLA INVESTMENTS, A LIMITED PARTNERSHIP
A Utah Limited Partnership
~~2497 EAST FORT UNION BOULEVARD~~
~~SALT LAKE CITY, UT 84212~~

*c/o Brian Sellers
2728 Glen Heather Avenue (7305 South)
SALT LAKE City, Utah 84121*

TRUSTEE:

FOUNDERS TITLE COMPANY
a Corporation
746 E WINCHESTER SUITE 100
SALT LAKE CITY, UT 84107

LENDER:

CROWN BANK
Organized and existing under the laws of Minnesota
601 Marquette Avenue, Ste. 125
Minneapolis, MN 55402

1. **BACKGROUND.** Grantor and Lender entered into a security instrument dated APRIL 30, 2007 and recorded on MAY 1, 2007 (Security Instrument). The Security Instrument was recorded in the records of SALT LAKE County, Utah at ENTRY NUMBER 10084947 and covered the following described Property:

SOUTH LAKE VILLA INVESTMENTS, A LIMITED PARTNERSHIP
Utah Real Estate Modification
MN/4XXLSMITH0013970006828004041310Y

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BEGINNING AT A POINT 12.45 FEET NORTH 356.97 FEET EAST OF THE NORTHWEST CORNER OF LOT 3, BLOCK 32, 10 ACRE PLAT "A", BIG FIELD SURVEY, AND RUNNING THENCE EAST 350 FEET, THENCE SOUTH 187.71 FEET, THENCE WEST 150 FEET, THENCE SOUTH 62.42 FEET, THENCE WEST 186.785 FEET, THENCE NORTH 62.42 FEET, THENCE WEST 13.215 FEET, THENCE NORTH 187.71 FEET BACK TO THE POINT OF BEGINNING.

The property is located in SALT LAKE County at 3130 SOUTH 200 EAST, SALT LAKE CITY, Utah 84115.

2. MODIFICATION. For value received, Grantor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time will not exceed \$1,500,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

B. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 5070305, dated April 30, 2007, from Grantor to Lender, with a loan amount of \$1,500,000.00 and maturing on April 30, 2015.

(b) All Debts. All present and future debts from Grantor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument when the evidence of indebtedness specifically states that it is secured by this Security Instrument.

3. **WARRANTY OF TITLE.** Grantor warrants that Grantor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

4. **CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

5. **ADDITIONAL TERMS.** THE LOAN AMOUNT IS INCREASING FROM \$1,400,000.00 TO \$1,500,000.00

SIGNATURES. By signing, Grantor agrees to the terms and covenants contained in this Modification. Grantor also acknowledges receipt of a copy of this Modification.

GRANTOR:

SOUTH LAKE VILLA INVESTMENTS, A LIMITED PARTNERSHIP

By Brian Sellers
BRIAN SELLERS, GENERAL PARTNER

LENDER:

CROWN BANK

By Mark W. Lucke
Mark W. Lucke, Vice President

ACKNOWLEDGMENT.

(Business or Entity)

State OF Utah, County OF Salt Lake ss.
This instrument was acknowledged before me this 23rd day of April,
2010 by BRIAN SELLERS as GENERAL PARTNER of SOUTH LAKE VILLA
INVESTMENTS, A LIMITED PARTNERSHIP.

My commission expires:

Kathryn M Bair
(Notary Public)
Residing at:



(Lender Acknowledgment)

_____ OF _____, _____ OF _____ ss.
This instrument was acknowledged before me this _____ day of _____,
_____ by Mark W. Lucke as Vice President of CROWN BANK.

My commission expires:

(Notary Public)
Residing at: