

11966179
12/22/2014 1:14:00 PM \$18.00
Book - 10283 Pg - 8777-8780
Gary W. Ott
Recorder, Salt Lake County, UT
FOUNDERS TITLE
BY: eCASH, DEPUTY - EF 4 P.

Tax Serial Number:
21-36-302-017-4001, 21-36-302-017-4002, 21-36-302-017-4003

RECORDATION REQUESTED BY:
BRIGHTON BANK
Cottonwood Office
7101 South Highland Drive
Salt Lake City, UT 84121

WHEN RECORDED MAIL TO:
BRIGHTON BANK
Cottonwood Office
7101 South Highland Drive
Salt Lake City, UT 84121

SEND TAX NOTICES TO:
Parkway Associates, L.L.C.
600 West Sandy Parkway
Sandy, UT 84070

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated December 12, 2014, is made and executed between Parkway Associates, L.L.C., whose address is 600 West Sandy Parkway, Sandy, UT 84070; a Utah Limited Liability Company ("Trustor") and BRIGHTON BANK, whose address is Cottonwood Office, 7101 South Highland Drive, Salt Lake City, UT 84121 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated April 21, 2006 (the "Deed of Trust") which has been recorded in Salt Lake County, State of Utah, as follows:

Recorded April 25, 2006, Entry No. 9703778, Book 9284, Page 7999.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Salt Lake County, State of Utah:

See Exhibit "A", 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 600 West aka 602 West Sandy Parkway, Sandy, UT 84092. The Real Property tax identification number is 21-36-302-017-4001, 21-36-302-017-4002, 21-36-302-017-4003.

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

Note. The word "Note" means the Change In Terms Agreement dated December 12, 2014 in the principal amount of \$850,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. Note to Trustor: The Note contains a variable interest rate.

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 OF DEED OF TRUST
(Continued)

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.

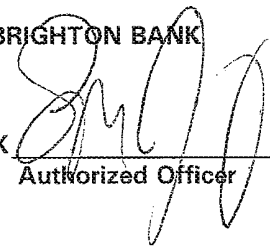
TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED DECEMBER 12, 2014.

TRUSTOR:

PARKWAY ASSOCIATES, L.L.C.

By: 
Erica S. Nordquist, Manager of Parkway Associates, L.L.C.

LENDER:

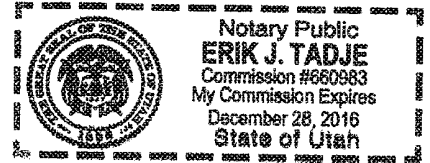
BRIGHTON BANK
X 
Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH

)
) SS
)



COUNTY OF SALT LAKE

On this 10th day of DECEMBER, 20 14, before me, the undersigned Notary Public, personally appeared Erica S. Nordquist, Manager of Parkway Associates, L.L.C., 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 [Signature]
Notary Public in and for the State of UTAH

Residing at SALT LAKE CITY
My commission expires DECEMBER 28, 2016

LENDER ACKNOWLEDGMENT

STATE OF Utah

)
) SS
)



COUNTY OF Salt Lake

On this 10th day of December, 20 14, before me, the undersigned Notary Public, personally appeared Eric Tadge and known to me to be the Branch Manager, authorized agent for **BRIGHTON BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **BRIGHTON BANK**, duly authorized by **BRIGHTON BANK** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **BRIGHTON BANK**.

By [Signature]
Notary Public in and for the State of Utah

Residing at 7101 Highland Dr. SLU UT 84121
My commission expires Sept. 29, 2015

Exhibit "A"

Parcel 1:

Beginning at a point on the North line of Sandy Parkway, a roadway dedicated by Entry No. 3698852, Book 82-8, on Page 65, on August 3, 1982; said point also being on the top of the back of the curb at a point North 1157.744 feet and East 482.547 feet from the Southwest corner of Section 36, Township 2 South, Range 1 West, Salt Lake Base and Meridian; running thence North 16°32'47" West 239.388 feet; thence North 10°56'16" East 76.959 feet; thence North 28°32'28" East 142.443 feet; thence South 41°02'41" East 12.30 feet; thence North 58°44'23" East 28.00 feet; thence South 29°55'32" East 52.542 feet; thence South 89°22'00" East 141.070 feet to the Westerly Right of Way line of Allen Street; said point also being 8.50 feet West of the top of back of an existing concrete highback curb and gutter; thence South 199.170 feet along the Westerly Right of Way line of Allen Street parallel and 8.50 feet West of the existing curb and gutter; thence Southwesterly 257.398 feet along the arc of a 490.935 foot radius curve to the right (Note: Chord bears South 15°01'13" West 254.46 feet) 8.50 feet West of the existing curb and gutter; thence Southwesterly 39.266 feet along the arc of a 25.00 foot radius curve to the right (Note: Chord bears South 75°02'42" West 35.352 feet); the right of way line transitions from 8.50 feet West of the existing curb and gutter to being on the back of the curb and gutter on Sandy Parkway, thence North 59°57'35" West 131.307 feet along the back of the existing concrete curb and gutter to the point of beginning.

Less and Excepting therefrom: Beginning at a point North 1157.744 feet and East 482.547 feet and North 16°32'47" West 163.645 feet from the Southwest corner of Section 36, Township 2 South, Range 1 West, Salt Lake Base and Meridian; running thence North 16°32'47" West 75.743 feet; thence North 10°56'16" East 76.959 feet; thence North 28°32'28" East 69.35 feet; thence South 07°07'59" West 210.721 feet to the point of beginning.

Parcel No. 2:

Beginning at a point North 1157.744 feet and East 482.547 feet from the Southwest corner of Section 36, Township 2 South, Range 1 West, Salt Lake Base and Meridian; said point being the North line of Sandy Parkway Boulevard; running thence North 59°57'35" West 71.35 feet along said North line; thence North 07°07'59" East 122.095 feet; thence South 16°32'47" East 163.645 feet to the point of beginning.