

41
12824824
08/07/2018 11:57 AM \$17.00
Book - 10700 Pg - 6545-6548
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
CSC
PO BOX 3008
TALLAHASSEE FL 32315-9905
BY: NDA, DEPUTY - MA 4 P.

WHEN RECORDED RETURN TO:

Return to:
Document Recording Services
P.O. Box 3008
Tallahassee, FL 32315-3008



REF149972264A

Deed of Trust Amendment

This Deed of Trust Amendment ("Amendment") is dated as of May 30, 2018, between Garff Dodge Property, Inc., whose address is 111 East Broadway, Suite 900, Salt Lake City, UT 84111 (the "Trustor"), and JPMorgan Chase Bank, N.A., whose address is 201 N. Central Ave., Floor 26, Phoenix, AZ 85004-0073 and its successors and assigns (the "Beneficiary").

The Trustor has previously executed and delivered to JPMorgan Chase Bank, N.A., as trustee for the benefit of the Beneficiary, a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement, dated September 11, 2007 and recorded on September 11, 2007 as Entry 10224165, Salt Lake County Records (as amended and replaced from time to time, the "Deed of Trust"). The Deed of Trust encumbers the real property, and all the buildings, structures and improvements on it, described as:

Located in the City of West Valley City, County of Salt Lake, State of Utah:

See attached "Exhibit A"

(the "Premises").

Commonly known as 4175 West 3500 South, West Valley City, Utah 84120.

The Deed of Trust secures the Liabilities (as defined in the Deed of Trust), including, without limitation, the extension of credit evidenced by a Construction Loan Note, dated September 11, 2007, payable by Garff Dodge Property, Inc. to the Beneficiary, in the principal sum of Seven Million Three Hundred Thousand and 00/100 Dollars (\$7,300,000.00) and a Term Note, dated December 2, 2013, payable by Garff Dodge Property, Inc. to the Beneficiary, in the principal sum of Six Million Three Hundred Ninety-Five Thousand Three Hundred Thirty-Three and 53/100 Dollars (\$6,395,333.53) (collectively, the "Original Extension of Credit").

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Trustor and the Beneficiary agree as follows:

1. The Deed of Trust is amended to delete the reference to the 2013 Note and replace with that certain Term Note, dated May 30, 2018, payable from Garff Dodge Property, Inc. to the Beneficiary in the principal sum of Four Million Five Hundred Thirty-Two Thousand Six Hundred Twenty-Eight and 35/100 Dollars (\$4,532,628.35), including all extensions and renewals.
2. The Trustor will execute and deliver all further instruments, and shall take all other actions, as in the sole opinion of the Beneficiary are necessary or desirable to effect the intent of this Amendment.
3. Except as amended by this Amendment, all terms of the Deed of Trust are confirmed and ratified by the Trustor and the Beneficiary as if they were fully set forth in this Amendment.
4. **Governing Law and Venue.** This Amendment shall be governed by and construed in accordance with the laws of the State of Utah (without giving effect to its laws of conflicts); provided, however, that if the real estate that is the subject of this Amendment is located in another state, the laws of such other state shall govern the validity, enforceability, perfection, priority, construction, effect, enforcement and remedies with respect to this Amendment, but nothing herein shall be construed to provide that the laws of any state other than the State of Utah shall apply to the obligations and indebtedness secured by this Amendment. The Trustor agrees that any legal action or proceeding with respect to any of its obligations under this Amendment may be brought by the Beneficiary in any state or federal court located in the State of Utah, as the Beneficiary in its sole discretion may elect. By the execution and delivery of this Amendment, the Trustor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Trustor waives any claim that the State of Utah is not a convenient forum or the proper venue for any such suit, action or proceeding.
5. **WAIVER OF SPECIAL DAMAGES.** THE TRUSTOR WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE BENEFICIARY IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

JURY WAIVER. TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE TRUSTOR AND THE BENEFICIARY (BY THEIR ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE TRUSTOR AND THE BENEFICIARY ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE BENEFICIARY TO PROVIDE THE FINANCING DESCRIBED HEREIN.

Trustor:
Garff Dodge Property, Inc.
By: _____
John K. Garff, President

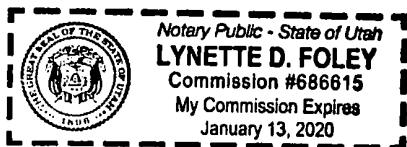
Beneficiary:
JPMorgan Chase Bank, N.A.
By: _____
Sydney P. Winter, Executive Director

ACKNOWLEDGMENT

State of Utah)
County of Salt Lake) ss

The foregoing instrument was acknowledged before me on July 19, 2018, by John K. Garff, President of Garff Dodge Property, Inc.

Given under my hand and notarial seal this 19 day of July, 2018.

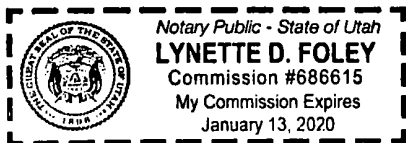


Lynette D. Foley, Notary Public
My Commission expires: 1-13-2020

State of Utah)
County of Salt Lake) ss

The foregoing instrument was acknowledged before me on July 19, 2018, by Sydney P. Winter, Executive Director of JPMorgan Chase Bank, N.A..

Given under my hand and notarial seal this 19 day of July, 2018.



Lynette D. Foley, Notary Public
My Commission expires: 1-13-2020

EXHIBIT A

Lot 2, GARFF-DAY SUBDIVISION (Amending and Extending Lot 1 of Henry Day Subdivision) according to the Official Plat thereof, recorded October 14, 2011 as Entry No. 11261135 in Book 2011P at Page 129 of Official Records.

LESS AND EXCEPTING FROM LOT 2, GARFF-DAY SUBDIVISION, THE FOLLOWING DESCRIBED PROPERTY:

Beginning at a point on the South line of 3500 South Street, said point being South 89°56'54" West along the section line 672.25 feet and South 00°03'06" East 40.00 feet from the Northeast corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 00°03'06" East 215.00 feet; thence South 89°56'54" West 170.00 feet; thence North 00°03'06" West 215.00 feet to the South line of said 3500 South Street; thence North 89°56'54" East along said South line 170.00 feet to the point of beginning.

The following is shown for informational purposes only: Tax ID No. 15-31-226-030