

13482800  
12/3/2020 4:09:00 PM \$40.00  
Book - 11073 Pg - 966-971  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
MOUNTAIN VIEW TITLE & ESCROW  
BY: eCASH, DEPUTY - EF 6 P.

AFTER RECORDING RETURN TO:  
BRMK Lending, LLC  
1420 5<sup>th</sup> Avenue Suite 2000  
Seattle, WA 98101

182159

Document Title: First Amendment to Deed of Trust Security Agreement and Fixture Filing with Assignment of Leases and Rents  
Reference Number(s) of Document Assigned or Released: 13412799  
Grantor(s): Lusso Apartments, LLC, a Utah limited liability company  
Grantee: BRMK LENDING, LLC, a Delaware limited liability company

**FIRST AMENDMENT TO DEED OF TRUST,  
SECURITY AGREEMENT AND FIXTURE FILING WITH  
ASSIGNMENT OF LEASES AND RENTS**

THIS FIRST AMENDMENT TO DEED OF TRUST (the "First Amendment") is made this 2 day of DECEMBER, 2020, between Lusso Apartments, LLC, a Utah limited liability company, as "Grantor," whose address is 2123 Bella Vista Drive, Farmington, UT 84025, to Mountain View Title & Escrow, Inc., "Trustee", 5732 South 1475 East #100, Ogden, UT 84403 for the benefit of BRMK LENDING, LLC, a Delaware limited liability company or assigns, "Beneficiary," whose address is 1420 5<sup>th</sup> Avenue, Suite 2000, Seattle, WA 98101, on the following terms:

1. The Real Property encumbered by the Deed of Trust is hereby amended to include the following additional described property located in Salt Lake County, Utah:

PARCEL 7:

LOT 4, BLOCK 2, BOTHWELL AND MCCONAUGHY SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

PARCEL 8:

LOT 3, AND THE NORTH HALF OF LOT 2, BLOCK 2, BOTHWELL AND MCONAUGHY SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

*08-35-377-008, 08-35-377-009*  
See Attached For Legal Description for the Real Property as herein amended

PHYSICAL ADDRESS:

57 North 1000 West, Salt Lake City, UT 84116  
1025 West North Temple, Salt Lake City, UT 84116

1032 West Learned Avenue, Salt Lake City, UT 84116  
1030 West Learned Avenue, Salt Lake City, UT 84116  
1028 West Learned Avenue, Salt Lake City, UT 84116  
1022 West Learned Avenue, Salt Lake City, UT 84116  
63 North 1000 Way, Salt Lake City, UT 84116  
65 North 1000 West, Salt Lake City, UT 84116

ASSESSOR'S TAX PARCEL NO.: 08-35-377-010; 08-35-377-015; 08-35-377-011; 08-35-377-004; 08-35-377-005; 08-35-377-006; 08-35-377-008; 08-35-377-009

2. The original Deed of Trust is recorded under Salt Lake County Recorder's File No. 13412799 (the "Deed of Trust")

3. The face amount of the Promissory Note secured by the Deed of Trust has been increased to \$26,132,250.00. Therefore, the amount secured by the Deed of Trust is hereby increased to \$26,132,250.00.

4. The purpose of this First Amendment is to amend the legal description of the Real Property, as provided in Paragraph 1 above, and to amend the amount secured by the Deed of Trust to \$26,132,250.00, together with such other and further additional advances as may be made by Beneficiary to Grantor. In all other respects the original Deed of Trust shall remain in full force and effect, and unchanged.

*Signature Page to Follow*

GRANTOR:

Lusso Apartments, LLC, a Utah limited liability company

By: [Signature]  
Donovan Gilliland, Member

STATE OF Utah )  
COUNTY OF Weber ) §

12/2/20 I certify that I know or have satisfactory evidence that Donovan Gilliland is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Member of Lusso Apartments, LLC, a Utah limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

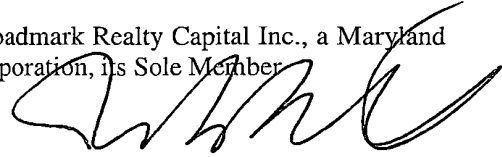
[Signature]  
Print Name: Kerri Christoffersen  
NOTARY PUBLIC in and for the State of Utah, residing at: Fort West  
My appointment expires: 1/9/23



BENEFICIARY

BRMK LENDING, LLC, a Delaware limited liability company

By: Broadmark Realty Capital Inc., a Maryland corporation, its Sole Member

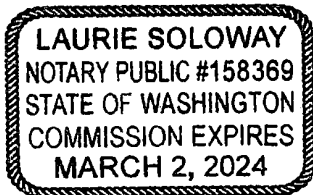


By \_\_\_\_\_  
Name: Jeffrey B. Pyatt  
Title: President and Chief Executive Officer

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that JEFFREY B. PYATT is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President and Chief Executive Officer of BROADMARK REALTY CAPITAL INC., the Sole Member of BRMK LENDING, LLC, to be the free and voluntary act and deed of such limited liability company, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on December 2, 2020.



Laurie Soloway  
(Signature of Notary)

(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of  
Washington  
My Appointment Expires: 3/2/2024

**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
**Old Republic National Title Insurance Company**

**EXHIBIT "A"  
LEGAL DESCRIPTION**

**PARCEL 1:**

ALL OF LOT 1, AND THE SOUTH ONE HALF OF LOT 2, BLOCK 2 BOTHWELL AND MCCONAUGHY SUBDIVISION OF THE EAST ONE HALF OF BLOCK 56, PLAT "C", SALT LAKE CITY SURVEY.

**PARCEL 2:**

ALL OF LOTS 5, 6, 10, 11, 12, 13 AND 14, BLOCK 2, BOTHWELL AND MCCONAUGHY SUBDIVISION OF THE EAST HALF OF BLOCK 56, PLAT "C", ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDERS.

LESS AND EXCEPTING THAT PORTION CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION BY AMENDED FINAL JUDGEMENT OF CONDEMNATION, RECORDED FEBRUARY 15, 2011, AS ENTRY NO. 11134391, BOOK 9905, PAGE 4871, DESCRIBED AS FOLLOWS;

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN LOTS 10 THRU 14, BLOCK 2, OF THE BOTHWELL AND MCCONAUGHY SUBDIVISION, A SUBDIVISION SITUATE IN THE SOUTH EAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, INCIDENT TO THE CONSTRUCTION OF THE "AIRPORT LIGHT RAIL TRANSIT PROJECT", A UTAH TRANSIT AUTHORITY PROJECT, KNOWN AS "ALRT", AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 10; AND RUNNING THENCE SOUTH 00°00'55" EAST (RECORD SOUTH) 8.80 FEET ALONG THE EASTERLY BOUNDARY LINE OF LOT 10; THENCE SOUTH 89°59'23" WEST 181.50 FEET; THENCE NORTH 00°00'55" WEST (RECORD NORTH) 8.76 FEET ALONG THE WESTERLY BOUNDARY LINE OF LOT 14; THENCE NORTH 89°58'38" EAST (RECORD EAST) 181.50 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID SUBDIVISION TO THE POINT OF BEGINNING.

**PARCEL 3:**

LOTS 15 AND 16, BLOCK 2, BOTHWELL & MCCONAUGHY SUBDIVISION AND ALSO COMMENCING AT THE SOUTHWEST CORNER OF LOT 15, BLOCK 2, BOTHWELL AND MCCONAUGHY SUBDIVISION, THENCE EAST 2 FEET; THENCE SOUTH 66 FEET; THENCE WEST 2 FEET; THENCE NORTH 66 FEET TO POINT OF COMMENCEMENT.

**PARCEL 4:**

LOT 17, BLOCK 2, BOTHWELL AND MCCONAUGHY SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

**PARCEL 5:**

ALL OF LOT 18, BLOCK 2, BOTHWELL AND MCCONAUGHY'S SUBDIVISION OF THE EAST ONE-HALF OF BLOCK 56, PLAT "C", SALT LAKE CITY SURVEY.

**PARCEL 6:**

LOT 19, BLOCK 2, BOTHWELL & MCCONAUGHY SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

**PARCEL 7:**

LOT 4, BLOCK 2, BOTHWELL AND MCCONAUGHY SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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File No. 180103

ALTA Commitment For Title Insurance Schedule 8-1-16

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
**Old Republic National Title Insurance Company**

ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE

PARCEL 8:

LOT 3, AND NORTH HALF OF LOT 2, BLOCK 2, BOTHWELL AND MCCONAUGHY SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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ALTA Commitment For Title Insurance Schedule 8-1-16

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**BK 11073 PG 971**