



WHEN RECORDED MAIL TO:

Simmons Bank
MO Frontenac
10401 Clayton Road
Frontenac, MO 63131-2909

FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE



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THIS MODIFICATION OF MORTGAGE dated December 10, 2021, is made and executed between Jordan Parkway Members, LLC (referred to below as "Grantor") and Simmons Bank, whose address is 10401 Clayton Road, Frontenac, MO 63131-2909 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 31, 2015 (the "Mortgage") which has been recorded in Salt Lake County, State of Utah, as follows:

Recorded on December 31, 2015 as Instrument 12198088 in Book 10392 At Page 4138 Assignment of Rent Recorded on December 31, 2015 as Instrument 12198089 in Book 10392 At Page 4139-4153.

REAL PROPERTY DESCRIPTION. The Mortgage 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 3709 W South Jordan Pkwy, South Jordan, UT 84009-5603.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Extend maturity date to 12/10/2026. "Simmons Bank, an Arkansas chartered bank, successor by merger to Reliance Bank, a Missouri chartered bank"

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage 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 Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser 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 Mortgage does not sign this Modification, then all persons signing below acknowledge that this 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.

ESCROW RESERVES. If Borrower fails to maintain taxes and/or insurance on the property, Lender will pay taxes and force place property insurance to cover the balance of the loan. Lender may open an escrow account and require Borrower to pay into the account on a monthly basis to cover the cost of taxes and insurance.

ADDITIONAL PROVISION. Grantor agrees not to (a) use any portion of the Property for any activity related to marijuana, including but not limited to cultivation, growth, storage, manufacturing, or distribution facilities or recreational or medical marijuana operations, or for any such activity related to industrial hemp or cannabidiol ("CBD") (collectively, the "Prohibited Uses"); (b) permit any lease, sublease, license or other agreement relating to the Prohibited Uses on or in any portion of the Property; and (c) make any payment to Lender from any funds derived from any activity related to the Prohibited Uses. Grantor acknowledges it will add to all of its leases of the Property a provision prohibiting the Prohibited Uses. Notwithstanding any provision in the Deed of Trust, Mortgage or any document executed in conjunction with the Loan to the contrary ("Loan Documents"), no direct or indirect disclosure by Grantor to Lender or any person affiliated with Lender, and no knowledge of the Lender or any person affiliated with the Lender, of the existence of a Prohibited Use on, in, or about the Property shall estop Lender or waive any right of Lender to invoke any remedy under the Loan Documents for violation of any provision hereof. The foregoing will apply notwithstanding the receipt or execution of an Estoppel Certificate or a Subordination, Non-Disturbance or Attornment Agreement or other document from or with any tenant of Grantor engaged in such Prohibited Use. A violation of this paragraph shall be an event of default hereunder, entitling the Lender to all of its rights and remedies hereunder.

MODIFICATION OF MORTGAGE
(Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 10, 2021.

GRANTOR:

JORDAN PARKWAY MEMBERS, LLC

By: *Donald L. Ferguson*
Donald L. Ferguson, Manager of Jordan Parkway Members, LLC

LENDER:

SIMMONS BANK

X *Patricia Dwyer*
Authorized Signer

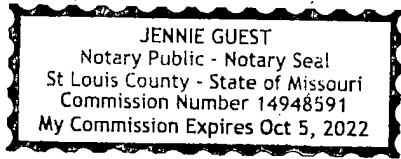
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Missouri)
) SS
COUNTY OF St. Louis)

On this 17th day of December, 20 21, before me, the undersigned Notary Public, personally appeared Donald L Ferguson, Manager of Jordan Parkway Members, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage 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 *Jennie Guest*
Notary Public in and for the State of Missouri

Residing at 212 Frieda Ave., 63122
My commission expires October 5, 2022



MODIFICATION OF MORTGAGE
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Missouri)
)
COUNTY OF St. Louis) SS
)

On this 20th day of December, 20 21, before me, the undersigned Notary Public, personally appeared Patrick Higgins and known to me to be the VP, authorized agent for Simmons Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Simmons Bank, duly authorized by Simmons 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 Simmons Bank.

By Carolyn Wohlrabe
Notary Public in and for the State of Missouri

Residing at St. Louis City
My commission expires 9/26/2025

CAROLYN A WOHLRABE
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES SEPTEMBER 26, 2025
ST. LOUIS CITY
COMMISSION #09404281

EXHIBIT A

PARCEL 1:

Lot 2 of that certain ALBERTSON'S 10400 SOUTH STREET SUBDIVISION, recorded September 5, 2002, in Book 2002, at Page 243, as Instrument No. 8343187, in the Recorder's Office in Salt Lake County, Utah. Situate in South Jordan City, Salt Lake County, Utah.

Less and Excepting: A parcel of land in fee for the widening of the existing highway State Route 151 known as Project No. 0151, being part of an entire tract of property situate in Lot 2, Albertson's 10400 South Subdivision, a subdivision situate in the SE1/4 NW1/4 of Section 17, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows: Beginning at the Northeast corner of said Lot 2; and running thence South 6.25 feet along an Easterly boundary line of said Lot 2, to a point 58.90 feet perpendicular distant Southerly from the centerline of said project, opposite approximate Engineer's Station 100+95.40; thence North 86°03'17" West 92.04 feet to the Northerly boundary line of said Lot 2; thence South 89°57'00" East 91.82 feet along said Northerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Tax Parcel: 27-17-176-034-0000