

Tax Serial Number:
09-31-377-018

WHEN RECORDED MAIL TO:
BRIGHTON BANK
City Center Office
311 South State Street
Salt Lake City, UT 84111

13901189 B: 11311 P: 6071 Total Pages: 3
03/01/2022 12:58 PM By: dconway Fees: \$40.00
MODIF- MODIFICATION AGREEMENT
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: LANDMARK TITLE - SALT LAKE CITY
675 E 2100 S STE 200SALT LAKE CITY, UT 841065312

SEND TAX NOTICES TO:
One Fifty-Five, LLC
967 East Capital Blvd.
Salt Lake City, UT 84103

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated February 28, 2022, is made and executed between One Fifty-Five, LLC, a Utah Limited Liability Company, whose address is 967 East Capital Blvd., Salt Lake City, UT 84103 ("Trustor") and BRIGHTON BANK, whose address is City Center Office, 311 South State Street, Salt Lake City, UT 84111 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated December 21, 2007 (the "Deed of Trust") which has been recorded in Salt Lake County, State of Utah, as follows:

Recorded December 24, 2017 in Book 9551 Page 7408-7419 in the Salt Lake County Recorder's Office, along with a Modification of Deed of Trust dated May 24, 2018 recorded June 7, 2018 Entry #12786476 and a Modification of Deed of Trust dated January 30, 2020 recorded January 30, 2020 Entry #13182749.

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

Commencing at the Southwest corner of Lot 2, Block 42, Plat "D", Salt Lake Survey, thence East 4.75 rods, thence North 10 rods, thence West 80.5 feet, thence South 10 rods, thence East 2.125 feet to beginning.

The Real Property or its address is commonly known as 155 East Second Avenue, Salt Lake City, UT 84103. The Real Property tax identification number is 09-31-377-018.

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

The principal amount has been increased to \$3,175,075.00.

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 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.

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MODIFICATION OF DEED OF TRUST
(Continued)

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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 FEBRUARY 28, 2022.

TRUSTOR:

ONE FIFTY-FIVE, LLC

By: 
Wayne G. Petty, Manager of One Fifty-Five, LLC

By: 
Glen Saxton, Manager of One Fifty-Five, LLC

LENDER:

BRIGHTON BANK

X 
Authorized Officer

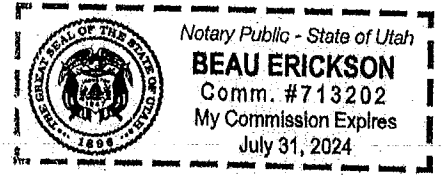
MODIFICATION OF DEED OF TRUST
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah)

) SS

COUNTY OF Salt Lake)



On this 28th day of February, 20 22, before me, the undersigned Notary Public, personally appeared **Wayne G. Petty, Manager of One Fifty-Five, LLC and Glen Saxton, Manager of One Fifty-Five, LLC**, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Beau Erickson

Residing at Salt Lake City, UT

Notary Public in and for the State of Utah

My commission expires July 31, 2024

LENDER ACKNOWLEDGMENT

STATE OF _____)

) SS

COUNTY OF _____)

On this _____ day of _____, 20 _____, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, 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 _____

Residing at _____

Notary Public in and for the State of _____

My commission expires _____