

14046571 B: 11387 P: 8100 Total Pages: 6
11/28/2022 03:21 PM By: CSelman Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: ZB, N.A. DBA ZIONS FIRST NATIONAL BANK - ELO
2460 S 3270 WW VALLEY CITY, UT 84119

Tax Serial Number:
16-07-153-006

RECORDATION REQUESTED BY:
Zions Bancorporation, N.A. dba Zions First National Bank
Dealer Admin & Flooring Center
125 West 10600 South, Ste 200
Sandy, UT 84070

WHEN RECORDED MAIL TO:
Zions Bancorporation, N.A. dba Zions First National Bank
Enterprise Loan Operations, UT ZTC4 1880
PO Box 25007
Salt Lake City, UT 84125-0007

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated November 10, 2022, is made and executed between Garff Enterprises, Inc., a Utah corporation, whose address is 111 E Broadway Ste 900, Salt Lake City, UT 84111 ("Trustor") and Zions Bancorporation, N.A. dba Zions First National Bank, whose address is Dealer Admin & Flooring Center, 125 West 10600 South, Ste 200, Sandy, UT 84070 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated November 12, 2015 (the "Deed of Trust") which has been recorded in Salt Lake County, State of Utah, as follows:

Recorded November 13, 2015 as Entry No. 12170467, as modified.

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

See the exhibit or other description document 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 64 East 900 South, Salt Lake City, UT 84111. The Real Property tax identification number is 16-07-153-006.

MODIFICATION OF DEED OF TRUST

CL Transaction No: ZFN-3354494

(Continued)

Page 2

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

Borrower and Lender agree that the Deed of Trust shall be modified as follows:

1) The Definition of Note is hereby amended and restated as follows:

Note. The word "Note" means the Promissory Note dated November 12, 2015, executed by Trustor in favor of Lender, in the original principal balance of \$15,770,000.00 as amended and restated in its entirety by that certain Promissory Note dated November 10, 2022, executed by Trustor in favor of Lender.

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.

DOCUMENT IMAGING. Lender shall be entitled, in its sole discretion, to image or make copies of all or any selection of the agreements, instruments, documents, and items and records governing, arising from or relating to any of Borrower's loans, including, without limitation, this document and the Related Documents, and Lender may destroy or archive the paper originals. The parties hereto (i) waive any right to insist or require that Lender produce paper originals, (ii) agree that such images shall be accorded the same force and effect as the paper originals, (iii) agree that Lender is entitled to use such images in lieu of destroyed or archived originals for any purpose, including as admissible evidence in any demand, presentment or other proceedings, and (iv) further agree that any executed facsimile (faxed), scanned, or other imaged copy of this document or any Related Document shall be deemed to be of the same force and effect as the original manually executed document.

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 NOVEMBER 10, 2022.

MODIFICATION OF DEED OF TRUST

CL Transaction No: ZFN-3354494

(Continued)

Page 3

TRUSTOR:

GARFF ENTERPRISES, INC.

By:  _____
John K. Garff, President of Garff Enterprises, Inc.

LENDER:

ZIONS BANCORPORATION, N.A. DBA ZIONS FIRST NATIONAL
BANK

X  _____
Authorized Officer

MODIFICATION OF DEED OF TRUST

CL Transaction No: ZFN-3354494

(Continued)

Page 4

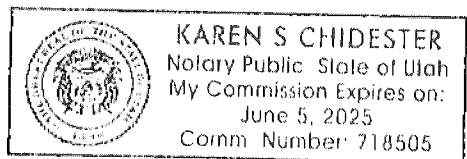
CORPORATE ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)

On this 15th day of November, 2023, before me, the undersigned Notary Public, personally appeared John K. Garff, President of Garff Enterprises, Inc., and known to me to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By Karen S Chidester
Notary Public in and for the State of UT

Residing at Salt Lake City, Utah
My commission expires June 05 2025



MODIFICATION OF DEED OF TRUST

CL Transaction No: ZFN-3354494

(Continued)

Page 5

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 **Zions Bancorporation, N.A. dba Zions First National Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Zions Bancorporation, N.A. dba Zions First National Bank**, duly authorized by **Zions Bancorporation, N.A. dba Zions First National 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 **Zions Bancorporation, N.A. dba Zions First National Bank**.

By _____ Residing at _____
Notary Public in and for the State of _____ My commission expires _____

**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL 1:

Beginning at a point being in the intersection of the South line of 900 South Street with the West line of State Street as now located, and which said point is 33.00 feet West of the Northeast corner of Lot 12, Block 22, Five Acre Plat "A", Big Field Survey and running thence South 00°01'57" East along said West line of State Street 416.90 feet; thence South 89°58'37" West 355.00 feet; thence North 00°01'57" West 12.50 feet; thence South 89°58'37" West 65.00 feet; thence North 00°01'57" West 404.40 feet to the South line of 900 South Street; thence North 89°58'37" East along said South line 420.00 feet to the point of beginning.

PARCEL 1A:

SUBJECT TO a joint and private right of way over the following:

Beginning at a point 305 feet West of said point 33 feet West of the Northeast corner of said Lot 12 and running thence South 404.4 feet; thence West 50 feet; thence North 404.4 feet; thence East 50 feet to the point of beginning.

PARCEL 1B:

TOGETHER WITH AND SUBJECT TO a joint and private right of way over the following:

Beginning at a point 404.4 feet South of said point 33 feet West of the Northeast corner of said Lot 12 and running thence South 25 feet; thence West 660 feet to the East line of Main Street; thence North 25 feet; thence East 660 feet to the point of beginning.

PARCEL 1C:

SUBJECT TO AND TOGETHER WITH a right of way beginning at the Northeast corner of the above described tract and running thence East 50 feet; thence South 429.6 feet; thence West 355 feet to the East line of Main Street; thence North 25 feet; thence East 305 feet; thence North 404.4 feet, more or less, to the place of beginning.