

164086-WHP

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Bank of America
Gateway Village-900 Building
NC1-026-06-06
900 W Trade St
Charlotte, NC 28255

14065384 B: 11397 P: 3177 Total Pages: 6
01/24/2023 12:13 PM By: kkennington Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

Parcel Tax Serial No: 28-06-353-005

**SECOND AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS SECOND AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "Amendment") is made as of January 23, 2023, by and among **JORDAN COMMONS FUNDING, L.L.C.**, a Utah limited liability company ("Trustor"), and **BANK OF AMERICA, N.A.** ("Beneficiary").

RECITALS:

A. Beneficiary previously extended a term loan (the "Loan") to Trustor in the original maximum principal amount of FIFTY SEVEN MILLION TWO HUNDRED SEVENTY ONE THOUSAND ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$57,271,150.00) (subsequently reduced to THIRTY TWO MILLION AND NO/100 DOLLARS (\$32,000,000.00) pursuant to that certain Third Loan Extension and Modification Agreement dated as of June 30, 2020) pursuant to that certain Loan Agreement dated December 31, 2014 (as the same may have been or may be amended, modified, extended, or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein without definition, shall have the meanings given to such terms in the Loan Agreement.

B. The Loan is secured by, among other things, a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated December 31, 2014, from Trustor in favor of Beneficiary, and recorded on December 31, 2014 in the Official Records of Salt Lake County, Utah (the "Official Records") as Instrument No. 11969968 in Book 10286, commencing at Page 504, as amended by that certain Amendment to Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of June 30, 2020 and recorded on July 30, 2020 in the Official Records as Instrument No. 13345136 in Book 10989, commencing at Page 4187, as affected by that certain Deed of Partial Reconveyance dated as of July 28, 2020 and recorded on July 30, 2020 in the Official Records as Instrument No. 13345135 in Book 10989, commencing at Page 4185 (as the same may have been or may be amended, modified, extended, or supplemented from time to time, the "Deed of Trust"), covering certain real property and improvements thereon, more particularly described in Exhibit A herein (the "Property");

C. Pursuant to that certain Amended and Restated Loan Agreement of even date herewith (the "Modification Agreement"), Trustor and Beneficiary have agreed to modify and amend the Loan Agreement (the "Modification").

D. Concurrently with the Modification, Trustor and Beneficiary desire to amend the Deed of Trust, as more particularly set forth herein.

NOW THEREFORE, in consideration of the covenants and conditions contained herein and in the Loan Documents, the parties agree as follows:

1. Accuracy of Recitals. Trustor hereby acknowledges the accuracy of the foregoing Recitals which are incorporated herein by this reference.

2. Notice of Amendment; Amendment of Deed of Trust.

(a) Notice. Notice is hereby given that the Loan Agreement has been amended and modified pursuant to the Modification Agreement. The Deed of Trust is hereby modified, to the extent necessary, to be consistent with the Modification Agreement.

(b) Reduction of Loan Amount. Section 2.1(a) of the Deed of Trust is hereby amended and restated in its entirety as follows:

“(a) Payment of all obligations of Trustor ("Obligor") to Beneficiary arising under the following instrument or agreement (the "Debt Instrument"):

(i) That certain Loan Agreement dated as of December 31, 2014, between Obligor and Beneficiary, as amended/amended and restated by that certain Amendment No. 1 to Loan Agreement dated January 5, 2016, that certain Loan Extension and Modification Agreement dated January 2, 2020, that certain Third Loan Extension and Modification Agreement dated as of June 30, 2020, and that certain Amended and Restated Loan Agreement dated as of January 23, 2023, which amended Loan Agreement provides for extensions of credit in a principal amount not exceeding Thirty-Two Million and No/00 Dollars (\$32,000,000.00)”

This Deed of Trust also secures payment of all obligations of Obligor under the Debt Instrument which arise after the Debt Instrument is extended, renewed, modified or amended pursuant to any written agreement between Obligor and Beneficiary, and all obligations of Obligor under any successor agreement or instrument which restates and supersedes the Debt Instrument in its entirety;”

(c) Not a Novation. The parties each agree and acknowledge that the modifications set forth herein are not intended to be a novation or to constitute or evidence a new loan but rather a continuation of the existing Loan and the lien and charge of the Deed of Trust against the Property and all assets and properties described in the Deed of Trust shall continue unabrogated and in full force and effect.

3. Ratification of Deed of Trust and Assignment of Rents. As amended by this Amendment, the Deed of Trust is ratified and confirmed and continues in full force and effect and contains the entire understanding and agreement of the parties in respect of the Deed of Trust and supersedes all prior representations, warranties, agreements and understandings. The Deed of Trust as modified herein shall be binding upon and inure to the benefit of Trustor and Beneficiary, and their respective successors and assigns. No provision of this Amendment may be changed, discharged, supplemented, terminated or waived except in a writing signed by Trustor and Beneficiary.

4. Release and Discharge. Trustor fully, finally, and forever releases and discharges Beneficiary and its respective successors, assigns, directors, officers, employees, agents, and representatives from any and all actions, causes of action, claims, debts, demands, liabilities, obligations, and suits, of whatever kind or nature, in law or equity, that Trustor has or in the future may have, whether known or unknown, (i) in respect of the Loan, the Loan Documents, or the actions or omissions of Beneficiary in respect of the Loan or the Loan Documents, and (ii) arising from events occurring prior to the date of this Amendment.

5. Governing Law. This Amendment shall be governed by the law of the State of Utah without regard to its conflicts of laws principles.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Amendment to physically form one document.

7. Miscellaneous. Except for the amendment above stated, all of the conditions and covenants of the Deed of Trust shall remain in full force effect, unchanged, and the Deed of Trust is in all respects ratified, confirmed and approved. All of the terms and conditions of the Deed of Trust are incorporated herein by reference.

8. Binding Effect. The Deed of Trust as modified herein shall be binding upon and inure to the benefit of Trustor and Beneficiary and their respective successors and assigns.

[Remainder of Page Intentionally Left Blank]

PURSUANT TO UTAH CODE ANNOTATED SECTION 25-5-4, TRUSTOR IS NOTIFIED THAT THE WRITTEN LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.


JORDAN COMMONS FUNDING, L.L.C.
a Utah limited liability company

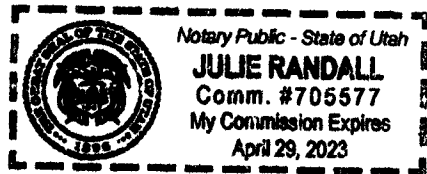
By: 
Name: Brad Holmes
Title: Operating Manager

"Trustor"

State of Utah
County of Salt Lake ss.

On this 9th day of January, in the year 2023, before me Julie Randall, a notary public, personally appeared Brad Holmes, the Operating Manager of Jordan Commons Funding, L.L.C., a Utah limited liability company on behalf of said limited liability company, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.

(Notary Seal) 
Notary Signature



BANK OF AMERICA, N.A.
a national banking association

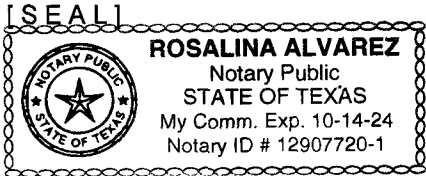
By: Debbie C. Martinez
Name: Debbie C. Martinez
Title: Managing Director

"Beneficiary"

STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on the 22 day of December, 2022, by Debbie C. Martinez, a Managing Director of Bank of America, N.A., a national banking association, and acknowledged to me that she executed the foregoing instrument for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 22nd day of December, 2022.



Rosalina Alvarez
Notary Public, State of Texas
My Commission Expires: 10.14.2024

EXHIBIT A

PROPERTY DESCRIPTION

PARCEL 1:

Lot 1, LHM JORDAN COMMONS SANDY SUBDIVISION, according to the official plat thereof as recorded July 6, 2020 as Entry No. 13319905 in Book 2020P of Plats at Page 167 in the office of the Salt Lake County Recorder.

PARCEL 2:

Non-exclusive easements, appurtenant to Parcel 1 described herein, as created by that certain Declaration of Reciprocal Easements recorded July 6, 2020 as Entry No. 13319909 in Book 10974 at Page 280, of official records.

Street Address of Property: 9350 S 150 E, Sandy, UT 84070

Parcel/PIN Number: 28-06-353-005

Exhibit A