14081963 B: 11406 P: 2786 Total Pages: 11 03/14/2023 02:10 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

PREPARED BY: Angela Pasztor
AND AFTER RECORDING RETURN TO:
STANCORP MORTGAGE INVESTORS, LLC
ATTN: LOAN CLOSING, T3A

10265 NE Tanasbourne Drive HILLSBORO, OR 97124

SIC Loan No. **B4011002** 

Parcel Identification Number 22-08-380-054-0000

CT-160160-CAS

# MODIFICATION AGREEMENT (Short Form)

This Modification Agreement (the "Agreement"), is made as of March 02, 2023, by Renfro Sports Park, LLC, a Utah limited liability company and Lawson Sports Park, LLC, a Utah limited liability company, as Tenants in Common ("Trustor"), and Standard Insurance Company, an Oregon corporation, Safeco Insurance Company of America, a New Hampshire stock insurance company, Peerless Insurance Company, a New Hampshire stock insurance company, The Ohio Casualty Insurance Company, a New Hampshire stock insurance company, Liberty Mutual Insurance Company, a Massachusetts stock insurance company, Liberty Mutual Fire Insurance Company, a Wisconsin stock insurance company, The Lincoln National Life Insurance Company, successor by merger to Lincoln Life Assurance Company of Boston, f/k/a Liberty Life Assurance Company of Boston, an Indiana corporation, Employers Insurance Company, a Maryland insurance company and Banner Bank, a Washington chartered commercial bank, all as to an undivided interest (collectively the "Lender").

#### **Recitals**

- A. Under a Note in the stated principal amount of \$1,600,000.00 dated 2/20/214 (the "Note"), Standard Insurance Company, an Oregon corporation agreed to make a loan (the "Loan"). Capitalized terms used here without definition have the meanings given to them in the Note or Security Documents, as defined herein.
- B. Trustor now owns certain real property more particularly described on attached Exhibit "A". The real property, together with improvements, are hereinafter referred to as the Property (the "Property"). The Property is located at 5353 South 960 East, Murray, Utah, 84117.
- C. The Loan is evidenced by that certain Note dated February 20, 2014 in the original principal amount of \$1,600,000.00. The Note is secured by a Deed of Trust dated February 20, 2014, recorded February 28, 2014 in Entry# 11811288, and by an Assignment of Lessor's Interest in Leases dated February 20, 2014, recorded February 28, 2014, in Entry# 11811289, in the Real Property Records of Salt Lake County, Utah, the beneficial interest of which was assigned pursuant to that certain Assignment of Beneficial Interest in Deed of Trust and Related Loan Documents, dated March 11, 2014, recorded July 22, 2014, in Entry# 11885032 BK 10247 PG 1624-1627, in the Real Property Records of Salt Lake County, Utah.
- D. Lender is the holder of the Note and the Beneficiary and secured party under the Security Documents.

- E. Trustor and others (collectively "Borrower"), will jointly and severally assume the obligations of and agree to pay the Loan upon terms and conditions described herein and in the other documents of even date, including but not limited to the Certificate and Indemnity Agreement, and Borrower Warranty Letter.
- F. Lender and Borrower have agreed to modify the Loan as provided in that certain Consent to Transfer, Modification & Assumption Agreement (the "Modification Agreement") of the same date as this Agreement. This Agreement and the Modification Agreement are Loan Documents.

#### Agreement

Therefore, Trustor and Lender agree as follows:

- 1. The Modification Agreement is incorporated in this Agreement by this reference, the same as though set forth here in full.
- 2. The Loan is amended on the terms and subject to the conditions of the Modification Agreement. Among other matters, Lender consents to the transfer of certain interests in the Property and assumption of the Loan by additional parties.
- 3. The Deed of Trust is modified to secure payment and performance of the Loan as amended to date, in addition to all other obligations as therein defined.

#### TRUSTOR:

Remiro Sports Park, LLC,	
a Utah limited liability company	
By: Vere Que	
Hal D. Renfro, Manager	
Lawson Sports Park, LLC, a Utah limited liability company	
By:	
Judith D. Lawson, Manager	

ACKNOWLEDGEMENTS TO BE ATTACHED MUST BE IN ACCORDANCE WITH SIZE AND CONTENT REQUIREMENTS AS REQUIRED BY STATE LAW.

(Lender signatures on the following pages)

Modification Agreement (Short Form) (3/18)

### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189** 

A notary public or other officer completing this certifical document to which this certificate is attached, and not the	te verifies only the identity of the individual who signed the e truthfulness, accuracy, or validity of that document.
State of California )	
CAN DIECO	
County of	
On 3/8/43 before me,	GABRIEL ALVARADO NOTARY PUBLIC
Date	Here Insert Name and Title of the Officer
personally appeared HAL D RCN	FRO —
personally appeared	Name(s) of Signer(s)
subscribed to the within instrument and acknowled his/her/their authorized capacity(ies), and that by his or the entity upon behalf of which the person(s) according to the entity upon behalf of which the person(s) according to the entity upon behalf of which the person(s) according to the entity upon behalf of which the person(s) according to the entity upon behalf of which the person(s) according to the entity upon behalf of which the person(s) according to the entity upon behalf of which the person(s) according to the entity upon behalf of which the person(s) according to the entity upon behalf of which the person(s) according to the entity upon behalf of which the person(s) according to the entity upon behalf of which the person(s) according to the entity upon behalf of which the person(s) according to the entity upon behalf of which the person(s) according to the entity upon behalf of which the person(s) according to the entity upon behalf of which the person(s) according to the entity upon behalf of which the person(s) according to the entity upon behalf of which the person (s) according to the entity upon behalf of which the person (s) according to the entity upon behalf of which the person (s) according to the entity upon behalf of which the person (s) according to the entity upon behalf of which the entity upon b	evidence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in s/her/their signature(s) on the instrument the person(s), ted, executed the instrument.  I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.  Signature  Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this	rional information can deter alteration of the document or form to an unintended document.
<b>Description of Attached Document</b>	
Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other Than	
Capacity(ies) Claimed by Signer(s)	O'con to Norman
Signer's Name:	Signer's Name: Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
Under:	Other:
Signer Is Representing:	Signer Is Representing:
<b></b>	
©2014 National Notary Association • www.NationalNota	ry.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

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- E. Trustor and others (collectively "Borrower"), will jointly and severally assume the obligations of and agree to pay the Loan upon terms and conditions described herein and in the other documents of even date, including but not limited to the Certificate and Indemnity Agreement, and Borrower Warranty Letter.
- F. Lender and Borrower have agreed to modify the Loan as provided in that certain Consent to Transfer, Modification & Assumption Agreement (the "Modification Agreement") of the same date as this Agreement. This Agreement and the Modification Agreement are Loan Documents.

#### Agreement

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- 1. The Modification Agreement is incorporated in this Agreement by this reference, the same as though set forth here in full.
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- 3. The Deed of Trust is modified to secure payment and performance of the Loan as amended to date, in addition to all other obligations as therein defined.

#### TRUSTOR:

Renfro Sports Park, LLC, a Utah limited liability company
By: Hal D. Renfro, Manager
Lawson Sports Park, LLC,
a Utah limited liability company
By: Judith D. Lawson Manager

ACKNOWLEDGEMENTS TO BE ATTACHED MUST BE IN ACCORDANCE WITH SIZE AND CONTENT REQUIREMENTS AS REQUIRED BY STATE LAW.

(Lender signatures on the following pages)

Modification Agreement (Short Form) (3/18)

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate document to which this certificate is attached, and not the	te verifies only the identity of the individual who signed the e truthfulness, accuracy, or validity of that document.
State of California  County of	Pin A Deiscoll - Notany Public, Here Insert Name and Title of the Officer  Name(s) of Signer(s)
subscribed to the within instrument and acknowl	evidence to be the person(s) whose name(s) is are edged to me that he she they executed the same in their signature(s) on the instrument the person(s), ted, executed the instrument.
	l certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
	WITNESS my hand and official seal.
KELVIN A. DRISCOLL COMM. #2291869	Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this	rional information can deter alteration of the document or form to an unintended document.
Description of Attached Document  Title or Type of Document:	(Short Form)  Document Date:
Number of Pages: 5 Signer(s) Other Than	
Number of Pages: Signer(s) Other Than Capacity(ies) Claimed by Signer(s)	Named Above:
Number of Pages: Signer(s) Other Than Capacity(ies) Claimed by Signer(s) Signer's Name:	Named Above:Signer's Name:
Number of Pages: Signer(s) Other That Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s):	Named Above:Signer's Name:  Corporate Officer — Title(s):
Number of Pages: Signer(s) Other Than Capacity(ies) Claimed by Signer(s) Signer's Name:	Named Above:Signer's Name:
Number of Pages: Signer(s) Other That Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — _ Limited General Individual Attorney in Fact Trustee Guardian or Conservator	Signer's Name:  Corporate Officer — Title(s):  Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator
Number of Pages: Signer(s) Other That Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — _ Limited _ General _ Individual _ Attorney in Fact	Signer's Name:  Corporate Officer — Title(s):  Partner — Limited General Individual Attorney in Fact

	Standard Insurance Company, an Oregon corporation
	By:
AP.	Attest:  Name: Scott Tumbleson  Title: Senior Director  Stan Corp Mortgage Investors, LLC
	Banner Bank, a Washington chartered commercial bank, by StanCorp Mortgage Investors, LLC, an Oregon limited liability company, its Attorney in Fact
	By: Name:
GC.	Attest:  Name: Scott Tumbleson  Title: Senior Director
	Banner Life Insurance Company, a Maryland insurance company, by StanCorp Mortgage Investors, LLC, an Oregon limited liability company, its Attorney in Fact
	By:
GE.	Attest:  Name: Scott Tumbleson  Title: Senior Director

(Lender signatures continue on the following pages)

Modification Agreement (Short Form) (3/18)

LENDER:

Employers Insurance Company of Wausau, a Wisconsin stock insurance company, Liberty Mutual Fire Insurance Company, a Wisconsin stock insurance company, Liberty Mutual Insurance Company, a Massachusetts stock insurance company, The Ohio Casualty Insurance Company, a New Hampshire stock insurance company,

Peerless Insurance Company, a New Hampshire stock insurance company, Safeco Insurance Company of America, a New Hampshire stock insurance company,

by StanCorp Mortgage Investors, LLC, an Oregon limited liability company, their Attorney in Fact

Name:	
Title: _	

Attest: Name: \_ Tumbleson Senior Director Title:

The Lincoln National Life Insurance Company, successor by merger to Lincoln Life Assurance Company of Boston, f/k/a Liberty Life Assurance Company of Boston, an Indiana corporation, by StanCorp Mortgage Investors, LLC, an Oregon limited liability company, its Attorney in Fact

Name: Title:

Attest: Name: Title: Sentor

ACKNOWLEDGEMENTS TO BE ATTACHED MUST BE IN ACCORDANCE WITH SIZE AND CONTENT REQUIREMENTS AS REQUIRED BY STATE LAW.

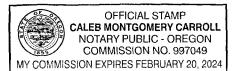
Modification Agreement (Short Form) (3/18)

Page 4

STATE OF OREGON	)
	) ss
COUNTY OF WASHINGTON	)

On this 13<sup>th</sup> day of March, 2023, before me, Caleb Montgomery Carroll, appeared JESSE LEVIN and SCOTT TUMBLESON, both to me personally known, who being duly sworn did say that he, the said JESSE LEVIN is the Second Vice President of STANDARD INSURANCE COMPANY, an Oregon corporation, the within named corporation, and that the seal affixed to said document is the corporate seal of said corporation, and that the said document was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he, the said SCOTT TUMBLESON is the Senior Director of STANCORP MORTGAGE INVESTORS, LLC, an Oregon limited liability company, as Servicer for STANDARD INSURANCE COMPANY and JESSE LEVIN and SCOTT TUMBLESON acknowledged said document to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.



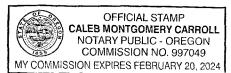
Caleb Montgomery Carroll Notary Public for Oregon

My Commission Expires: February 20, 2024

STATE OF OREGON ) ss: COUNTY OF WASHINGTON )

On this 13<sup>th</sup> day of March, 2023, before me, Caleb Montgomery Carroll, appeared JESSE LEVIN and SCOTT TUMBLESON, both to me personally known, who being duly sworn did say that he, the said JESSE LEVIN is the Second Vice President, and he, the said SCOTT TUMBLESON is the Senior Director of STANCORP MORTGAGE INVESTORS, LLC, an Oregon limited liability company, as Attorney in Fact for BANNER BANK, a Washington chartered commercial bank, the within named company, and that the said document was signed on their behalf, and JESSE LEVIN and SCOTT TUMBLESON acknowledged said document to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.



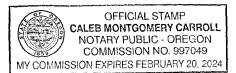
Caleb Montgomery Carroll Notary Public for Oregon

My Commission Expires: February 20, 2024

STATE OF OREGON	)
	) ss
COUNTY OF WASHINGTON	)

On this 13<sup>th</sup> day of March, 2023, before me, Caleb Montgomery Carroll, appeared JESSE LEVIN and SCOTT TUMBLESON, both to me personally known, who being duly sworn did say that he, the said JESSE LEVIN is the Second Vice President, and he, the said SCOTT TUMBLESON is the Senior Director of STANCORP MORTGAGE INVESTORS, LLC, an Oregon limited liability company, as Attorney in Fact for BANNER LIFE INSURANCE COMPANY, a Maryland insurance company, the within named company, and that the said document was signed on their behalf, and JESSE LEVIN and SCOTT TUMBLESON acknowledged said document to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.



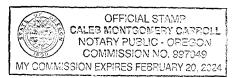
Caleb Montgomery Carroll Notary Public for Oregon

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STATE OF OREGON	)
	) ss
COUNTY OF WASHINGTON	)

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IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.



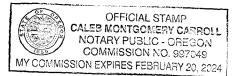
Caleb Montgomery Carroll Notary Public for Oregon

My Commission Expires: February 20, 2024

STATE OF OREGON	)
	) ss
COUNTY OF WASHINGTON	)

On this 13<sup>th</sup> day of March, 2023, before me, Caleb Montgomery Carroll, appeared JESSE LEVIN and SCOTT TUMBLESON, both to me personally known, who being duly sworn did say that he, the said JESSE LEVIN is the Second Vice President, and he, the said SCOTT TUMBLESON is the Senior Director of STANCORP MORTGAGE INVESTORS, LLC, an Oregon limited liability company, as Attorney in Fact for THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, successor by merger to LINCOLN LIFE ASSURANCE COMPANY OF BOSTON, f/k/a LIBERTY LIFE ASSURANCE COMPANY OF BOSTON, an Indiana corporation, the within named corporation, and that the said document was signed on their behalf, and JESSE LEVIN and SCOTT TUMBLESON acknowledged said document to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.



Caleb Montgomery Carroll Notary Public for Oregon

My Commission Expires: February 20, 2024

# Exhibit "A" SIC Loan No. B4011002 Modification Agreement (Short Form)

Real property in the City of Murray, County of Salt Lake, State of Utah, described as follows:

#### PARCEL 1:

BEGINNING AT A POINT WHICH IS SOUTH 89°47'43" WEST 834.09 FEET AND NORTH 0°04'30" WEST 630.09 FEET AND SOUTH 88°53'00" EAST 375.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 88°53'00" EAST 169.51 FEET; THENCE SOUTH 89°19'10" EAST 100.249 FEET; THENCE SOUTH 403.154 FEET; THENCE SOUTH 89°55'30" WEST 202.10 FEET; THENCE NORTH 0°04'30" WEST 140.00 FEET; THENCE NORTH 62°51'32" WEST 39.36 FEET; THENCE SOUTH 89°55'30" WEST 32.08 FEET; THENCE NORTH 0°04'30" WEST 250.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN 960 EAST STREET, AS SHOWN ON THE DEDICATION PLAT FOR 960 EAST STREET RECORDED OCTOBER 09, 1996, AS ENTRY NO. 6477001, IN BOOK 96-10P OF PLATS, AT PAGE 333, SALT LAKE COUNTY RECORDER'S OFFICE.

#### PARCEL 2:

A RIGHT OF WAY FOR INGRESS AND EGRESS AS DISCLOSED IN THAT CERTAIN DECLARATION OF EASEMENT AND RIGHT OF WAY RECORDED MAY 17, 1979, AS ENTRY NO. 3281004 IN BOOK 4864 AT PAGE 465 OF OFFICIAL RECORDS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 89°47'43" WEST 834.09 FEET AND NORTH 0°04'30" WEST 422.29 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°55'30" EAST 374.92 FEET; THENCE SOUTH 0°04'30" EAST 50.00 FEET; THENCE SOUTH 89°55'30" WEST 374.92 FEET; THENCE NORTH 0°04'30" WEST 50.00 FEET TO THE POINT OF BEGINNING.

#### ALSO:

BEGINNING AT A POINT WHICH IS SOUTH 89°47'43" WEST 834.09 FEET AND NORTH 0°04'30" WEST 422.29 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°55'30" WEST 20.00 FEET; THENCE SOUTH 0°04'30" EAST 50.00 FEET; THENCE NORTH 89°55'30" EAST 20.00 FEET; THENCE NORTH 0°04'30" WEST 50.00 FEET TO THE POINT OF BEGINNING.