ENT 19105: 2018 PG 1 of 2
Jeffery Smith
Utah County Recorder
2018 Feb 27 04:32 PM FEE 12.00 BY MA
RECORDED FOR Pro-Title and Escrow, Inc.
ELECTRONICALLY RECORDED

Tax Serial Number: 48:382:0009

RECORDATION REQUESTED BY:

Bank of American Fork, a Division of People's Intermountain Bank Orem 1280 South 800 East Orem, UT 84097

WHEN RECORDED MAIL TO:

Bank of American Fork, a Division of People's Intermountain Bank Orem 1280 South 800 East Orem, UT 84097

SEND TAX NOTICES TO:

MERCEDES HOLDING LLC 117 N MAIN ST SPANISH FORK, UT 84660

FOR RECORDER'S USE ONLY

PTE:32549-P



MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated February 26, 2018, is made and executed between MERCEDES HOLDING LLC ("Trustor") and Bank of American Fork, a Division of People's Intermountain Bank, whose address is Orem, 1280 South 800 East, Orem, UT 84097 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated April 12, 2017 (the "Deed of Trust") which has been recorded in UTAH County, State of Utah, as follows:

RECORDED ON APRIL 14, 2017, AS ENTRY NUMBER 35802:2017, PAGES 1 THRU 9, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE.

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

Lot 9, OVERLAND INDUSTRIAL AMENDED SUBDIVISION, Springville, Utah, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

The Real Property or its address is commonly known as 451 NORTH 1650 WEST, SPRINGVILLE, UT 84663. The Real Property tax identification number is 48:382:0009.

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

INCREASE LOAN AMOUNT FROM \$1,198,925.00 TO \$1,577,600.00 AND EXTEND MATURITY DATE TO JULY 12, 2018.

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.

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 26, 2018.

TRUSTOR:

Ву:

MERCEDES HOLDING LLC

BLAIR SCHMOEKEL, Manager of MERCEDES HOLDING LLC

MODIFICATION OF DEED OF TRUST (Continued)

Page 2

LENDER:	
BANK OF AMERICAN FORK, A DIVISION OF PEOPLE'S INTERMO	UNTAIN BANK
X Authorized Officer	
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT	
,) .	MI ANT AORHOWELDOMENT
STATE OF) MIKE MCDONALD
المسكري) SS NOTARY PUBLIC - STATE OF UTAH
COUNTY OF COUNTY OF	COMMISSION# 680339
On this 767 day of	COMM. EXP. 12-2-2018 before me, the undersigned Notary Public,
personally appeared BLAIR SCHMOEKEL, Manager of MERCEDES	B HOLDING LLC, and known to me to be a member or designated agent of Deed of Trust and acknowledged the Modification to be the free and
voluntary act and deed of the limited liability company, by authorized	ority of statute, its articles of organization or its operating agreement, for it he or she is authorized to execute this Modification and in fact executed
the Modification on behalf of the limited liability company.	it he of she is authorized to execute this Modification and in fact executed
By MC V	Residing at Other June
Notary Public in and for the State of	My commission expires 127-18
LENDED 40	WAR TO CHENT
LENDER AC	KNOWLEDGMENT
STATE OF UTAH	TRACYMOORE
) ss NOTARY PUBLIC STATE OF UTAH
COUNTY OF UT YHA	COMM. EXP. 05-06-2020
On this 210 day of February	, before me, the undersigned Notary Public,
personally appeared Mike Mc Donald andk	nown to me to be the authorized mountain Bank that executed the within and foregoing instrument and
acknowledged said instrument to be the free and voluntary act	and deed of Bank of American Fork, a Division of People's Intermountain
the uses and purposes therein mentioned, and on oath stated	eople's Intermountain Bank through its board of directors or otherwise, for that he or she is authorized to execute this said instrument and in fact
executed this said instrument on behalf of Bank of American Fork	· · · · · · · · · · · · · · · · · · ·
By Stauom WY	Residing at Occom
Notary Public in and for the State of UTAH	My commission expires 5-6-2020