

Amendment to Trust Deed Page 1 of 5
Russell Shirts Washington County Recorder
05/10/2016 09:08:21 AM Fee \$19.00 By
FOUNDERS TITLE COMPANY - LAYTON

**AFTER RECORDING
RETURN TO:**

Security Service Federal Credit Union
16211 La Cantera Parkway
San Antonio, Texas 78256
Attn: Carol C. Fairchild

Space above for County Recorder's Use

11-53193

**FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENTS AND FINANCING STATEMENT**

THIS FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENTS AND FINANCING STATEMENT (this "Amendment") is executed effective as of May 5, 2016, by T&N VEYO, LLC, a Utah limited liability company ("Grantor") whose address is 444 North 7200 West, Mendon, Utah 84325 in favor of FOUNDERS TITLE COMPANY, as Trustee ("Trustee"), for the benefit of SECURITY SERVICE FEDERAL CREDIT UNION, as beneficiary (the "Beneficiary").

RECITALS

WHEREAS, Beneficiary made a loan to Grantor (the "Loan") evidenced by that certain Promissory Note dated as of September 1, 2015 in the stated principal amount of \$956,102.00 executed and delivered by the Grantor and payable to the order of the Beneficiary (the "Note").

WHEREAS, the Loan was secured by that certain Deed of Trust, Assignment of Leases and Rents, Security Agreements and Financing Statement (Term Loan) dated as of September 1, 2015 and recorded on September 3, 2015 as Entry No. 20150031359 in the Washington County Recorder's Office (the "Deed of Trust"), which Deed of Trust encumbers, among other things, certain real property more particularly described on Exhibit A attached hereto and made a part hereof.

WHEREAS, upon the request of Grantor, Beneficiary agreed to make certain modifications to the Loan Documents (as defined in the Note), subject to the terms and conditions set forth in that certain Loan Modification and Assumption Agreement, dated effective as of the date hereof, among Grantor, Beneficiary, and certain other parties thereto (the "Loan Modification Agreement").

WHEREAS, Grantor and Beneficiary have agreed to modify the Deed of Trust to reflect the terms and conditions set forth in the Loan Modification Agreement.

WHEREAS, Grantor acknowledges and agrees that (a) Grantor will receive a substantial direct or indirect benefit under the Loan Modification Agreement; and (b) Beneficiary would not have entered into the Loan Modification Agreement if Grantor did not execute and deliver this Amendment.

NOW THEREFORE, FOR THE SUM OF TEN DOLLARS (\$10.00) and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor and Beneficiary hereby agree as follows:

1. Recitals. The Recitals are hereby incorporated into this Amendment.

2. Omnibus Amendments. The Deed of Trust is hereby amended to include Loan Modification Agreement, and the obligations under the Loan Modification Agreement as documents secured by the Deed of Trust.

3. No Modification. Except as expressly set forth above, all terms and conditions of the Deed of Trust shall remain unchanged and in full force and effect.

4. Miscellaneous. This Amendment shall be binding upon and shall inure to the benefit of Grantor, Trustee, and Beneficiary, and their respective successors and assigns. This Amendment shall be construed according to the laws of the State of Utah, without giving effect to principles of conflicts of laws.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute only one instrument.

6. Reaffirmation. Grantor hereby reaffirms all terms, covenants and conditions of the Deed of Trust, including, without limitation, the liens and security interests granted in favor of Beneficiary as the same may be amended by this Amendment, and all of Grantor's obligations under the Deed of Trust.

[Signature Follows]

GRANTOR and BENEFICIARY have executed this Amendment as of the date first set forth above.

GRANTOR:

T&N VEYO, LLC

By: *[Signature]*
Name: Kurtis Lund
Title: Manager

STATE OF UTAH §
 §
COUNTY OF DAVIS §

On this 5 day of May 2016, personally appeared before me Kurtis Lund, the Manager of T&N VEYO, LLC, a Utah limited liability company, who acknowledged before me that he executed this instrument on behalf of said company.

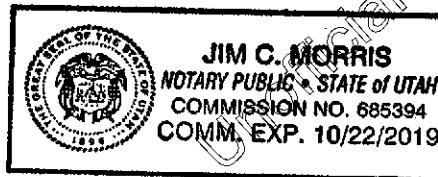
[Signature]
NOTARY PUBLIC

My Commission Expires:

10-22-19

Residing at:

Davis County



BENEFICIARY:

SECURITY SERVICE FEDERAL CREDIT UNION

By: *Robert Reger*
Robert Reger,
Commercial Loan Officer

STATE OF UTAH

COUNTY OF Davis

On this 5 day of May, 2016, personally appeared before me Robert Reger, the Commercial Loan Officer of SECURITY SERVICE FEDERAL CREDIT UNION, who acknowledged before me that he executed this instrument on behalf of said company.

Jim Morris
NOTARY PUBLIC

My Commission Expires:
10-22-19

Residing at:
Davis County

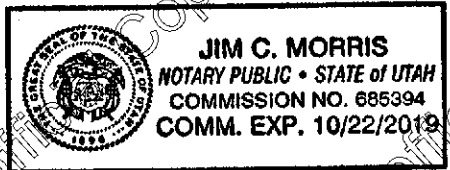


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All of Lot 8, and an undivided one-tenth (1/10) interest in Lot 11 of the Chadburn Subdivision, A Subdivision located in Section 6, Township 40 South, Range 16 West, SLB&, as shown on the Official Plat thereof, recorded in the Office of the County Recorder of WASHINGTON County, State of Utah.

The following is shown for informational purposes only: Tax Parcel No. CB-8-NW