



W3053523

AND WHEN RECORDED MAIL TO:

Bell Rock Income Fund 1, LLC
6628 E. Baseline Rd. Ste 101
Mesa, AZ 85206

E# 3053523 PG 1 OF 6
Leann H. Kilts, WEBER COUNTY RECORDER
11-May-20 0220 PM FEE \$40.00 DEP TN
REC FOR: CAPSTONE TITLE AND ESCROW, INC.
ELECTRONICALLY RECORDED

09-142-0032, 09-142-0034, 09-142-0035

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT (FIRST LIEN POSITION)

THIS FIRST AMENDMENT TO DEED OF TRUST (“Amendment”) dated and effective the 27th day of March, 2020 (“Effective Date”) between and among **BELL ROCK INCOME FUND 1, LLC**, a Delaware limited liability company (“Lender” or “Beneficiary”), and **BLUEMOUNTAIN, INC.**, a Utah corporation (“Trustor”).

This document is being recorded solely as a courtesy and accomodation to the parties named herein. Capstone Title and Escrow hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

WITNESSETH:

WHEREAS, to secure an indebtedness evidenced by a Commercial Promissory Note dated as of October 2, 2019, in the maximum principal amount of \$1,500,000.00, executed by Trustor to Lender and all renewals, extensions, amendments and modifications thereof (the “Note”), Trustor executed a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (First Lien Position) dated October 2, 2019, executed to J. Martin Tate, attorney licensed with the Utah State Bar (“Trustee”), and of record in Instrument No. E# 3034720, Register’s Office for Weber County, Utah (“Deed of Trust”); and

WHEREAS, Trustor has executed to Lender a Modification and Extension Agreement dated March 27, 2020, which amends and modifies the Note by increasing the principal balance of the Note to \$1,700,000.00 (the “Modified Note”); and

WHEREAS, the parties hereto desire to amend the Deed of Trust to (i) provide that the Deed of Trust, and all extensions, renewals, amendments and modifications thereof, shall secure the Modified Note; and (ii) add additional indebtedness in the amount of \$200,000.00 to be secured by the Deed of Trust.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The Deed of Trust shall secure (i) the Modified Note in the maximum principal amount of \$1,700,000.00 which indebtedness matures on August 2, 2020, and any and all extensions, renewals, amendments and modifications thereof. Nothing herein shall otherwise modify the definition of “indebtedness,” all of which remain secured by the Deed of Trust, as amended hereby.

2. The provisions of the Deed of Trust are hereby amended to the extent necessary to conform to the foregoing, but no further or otherwise. In the event of default in payment of the indebtedness secured thereby, or in the event of default in any other provision of the said Modified Note or Deed of Trust, amended hereby, the provisions of said instruments making the whole of the indebtedness due and payable shall be, and continue to be, in full force and effect and the Deed of Trust, as amended hereby, shall be and continue to be a lien upon the real property conveyed in the Deed of Trust. The Deed of Trust shall be and remain in full force and effect with all its covenants and provisions, except as expressly provided herein, the holder of the indebtedness hereby reserving the rights, remedies and privileges, as provided therein, and in the Deed of Trust, as amended hereby.

3. Trustor warrants and covenants that it has neither done, nor permitted to be done, any act, claim, instrument, document, deed of trust, lien, etc. nor has any lien or claim arisen by operation of law that shall be superior in time or right to the security provided by this Amendment since the recording of the Deed of Trust.

4. It is the expressed intention of the parties hereto that the additional indebtedness secured by this Amendment shall relate to and become secured in time and with the same priority as the Deed of Trust and that the additional indebtedness is an extension, renewal, amendment and/or modification of the indebtedness evidenced by the Note.

5. This Amendment shall be binding upon respective heirs, successors and assigns of Trustor.

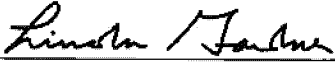
[Signatures On Next Page]

[Signature page of First Amendment to Deed of Trust]

IN WITNESS WHEREOF, the parties have executed this Amendment this 27th day of March, 2020.

LENDER:

BELL ROCK INCOME FUND 1, LLC,
a Delaware limited liability company

By: 
Lincoln Gardner, Manager

TRUSTOR:

BLUEMOUNTAIN, INC.,
a Utah corporation


By: 
Kenneth Truman Thomson, President

[Notary Acknowledgement Attachment to First Amendment to Deed of Trust]

STATE OF UTAH)
)
COUNTY OF DAVIS)

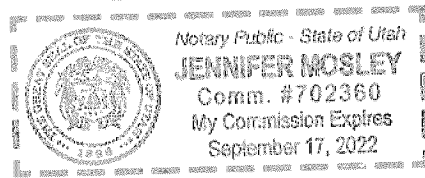
Before me, the undersigned, of the state and county aforesaid personally appeared Kenneth Truman Thomson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be a President of Bluemountain Inc., a Utah corporation, the within named bargainor, and that he as such President, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such President.

WITNESS my hand and seal at office this 5th day of April, 2020.



NOTARY PUBLIC


My Commission Expires: 09-17-22



STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

Before me, the undersigned, of the state and county aforesaid, personally appeared Lincoln Gardner, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Manager of Bell Rock Income Fund 1, LLC, a Delaware limited liability company, the within named bargainor, and that he as such Manager executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Manager.

WITNESS my hand, at office, this 27 day of March, 2020.



NOTARY PUBLIC

My Commission Expires: Dec 17, 2021



Legal Description

All that real property situated at 5780 South 1900 West, Roy, UT 84067 and 5800 South 1900 West, Roy, UT 84067, County of Weber, State of Utah, more particularly described as follows:

PARCEL 1:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°27'51" WEST ALONG SECTION LINE 1320.36 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24, THENCE SOUTH 00°27'51" WEST ALONG SECTION LINE 189.75 FEET (SOUTH BY RECORD) AND SOUTH 89°32'09" EAST 50.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING LOCATED ON THE EAST LINE OF 1900 WEST STREET, THENCE SOUTH 89°32'09" EAST 307.46 FEET TO THE WEST LINE OF THE RIGHT OF WAY OF THE INTERSTATE HIGHWAY NO. 15 AS DESCRIBED ON SHEETS 3 AND 4 OF STATE HIGHWAY PROJECT NUMBER 115-8(6) 334, MAPS OF FILE AT THE REGION 1 OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION, SAID RIGHT OF WAY LINE HAVING BEEN CALCULATED 150 FEET OFFSET WESTERLY FROM THE CENTERLINE OF THE IMPROVEMENTS AS MEASURED ON THE GROUND AND ROTATED TO MATCH FREEWAY PARK SUBDIVISION, A PLAT RECORDED AT THE OFFICE OF THE WEBER COUNTY RECORDER, AS SHOWN HEREON, THENCE SOUTH 10°42'22" WEST 101.62 FEET (SOUTH 10°42' WEST 101.77 FEET BY RECORD) THENCE NORTH 89°32'09" WEST 289.39 FEET (WEST 356 FEET, MORE OR LESS) TO THE EAST LINE OF SAID 1900 WEST STREET AND THENCE NORTH 00°27'51" EAST ALONG SAID EAST LINE 100.00 FEET (NORTH BY RECORD) TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°27'51" WEST ALONG SECTION LINE 1320.36 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24, THENCE SOUTH 00°27'51" WEST ALONG SECTION LINE 189.75 FEET (SOUTH BY RECORD) AND SOUTH 89°32'09" EAST 50.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING LOCATED ON THE EAST LINE OF 1900 WEST STREET, THENCE NORTH 00°27'51" EAST ALONG SAID EAST LINE 30.00 FEET,

THENCE SOUTH 89°32'09" EAST 100.00 FEET, THENCE SOUTH 00°27'51" WEST 30.00 FEET, AND THENCE NORTH 89°32'09" WEST 100.00 FEET TO SAID EAST LINE AND THE TRUE POINT OF BEGINNING.

PARCEL 3:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°27'51" WEST ALONG SECTION LINE 1320.36 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24, THENCE SOUTH 89°32'09" EAST 200.00 FEET ALONG THE SIXTEENTH SECTION LINE TO THE TRUE POINT OF BEGINNING, SAID SIXTEENTH SECTION LINE WAS RETRACED PERPENDICULAR TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24 CONSISTENT WITH SURVEYS IN THE AREA, THENCE SOUTH 89° 32'09" EAST ALONG SAID SIXTEENTH LINE 173.00 FEET TO THE WEST LINE OF THE OLD UNION PACIFIC RAILROAD COMPANY RIGHT OF WAY, RETRACED 48.00 FEET OFFSET WESTERLY FROM THE CENTERLINE OF THE TRACKS AS MEASURED ON THE GROUND AND SHOWN HEREON, SEE THAT CERTAIN RECORD OF SURVEY PERFORMED BY PINNACLE ENGINEERING JUNE 2008 FOR TOM AND LINDSAY LARSEN TO BE RECORDED AT THE OFFICE OF THE WEBER COUNTY SURVEYOR: THENCE SOUTH 00°18'41" WEST ALONG SAID RIGHT OF WAY LINE 189.75 FEET TO A POINT OF RECORD 189.75 FEET SOUTH OF THE QUARTER OF QUARTER SECTION LINE, THENCE NORTH 89°32'09" WEST PARALLEL WITH SAID SIXTEENTH LINE OR SAID QUARTER OF QUARTER SECTION LINE 223.51 FEET TO A POINT OF RECORD 150 FEET EAST OF SECTION LINE, THENCE NORTH 00°27'51" EAST PARALLEL WITH SECTION LINE 30.00 FEET, THENCE NORTH 89°32'09" WEST PARALLEL WITH SAID SIXTEENTH LINE 100.00 FEET TO THE EAST LINE OF 1900 WEST STREET A 100 FOOT WIDE STREET, THENCE NORTH 00°27'51" EAST ALONG SAID EAST LINE 17.75 FEET, THENCE SOUTH 89°32'09" EAST 150.00 FEET, AND THENCE NORTH 00° 27'51" EAST PARALLEL WITH SECTION LINE 142.00 FEET TO THE TRUE POINT OF BEGINNING.

Tax ID Numbers: 09-142-0032; 09-142-0034; and 09-142-0035
