

WHEN RECORDED RETURN TO:

Wholesale Lending Services - Collateral
IL1-0054

10 S. Dearborn, Floor L2S

Chicago, IL 60603-2300

APN(s): ~~58-040-0191~~ 49-938-0002

190990 · RCP



Deed of Trust Amendment

This Deed of Trust Amendment ("Amendment") is dated as of July 7, 2022, between Zabriskie Properties #6, LLC, a Utah limited liability company, whose address is 778 N 320 W, American Fork, UT 84003 (the "Trustor"), and JPMorgan Chase Bank, N.A., whose address is 1115 S 800 E, Floor 01, Orem, UT 84097 and its successors and assigns (the "Beneficiary").

The Trustor has previously executed and delivered to JPMorgan Chase Bank, NA, as trustee for the benefit of the Beneficiary, a Deed of Trust, Assignment of Leases and Rents, Sec, dated January 5, 2022 and recorded on January 10, 2022 as Entry No. 3507:2022, Utah County Records (as amended and replaced from time to time, the "Deed of Trust"). The Deed of Trust encumbers the real property, and all the buildings, structures and improvements on it, described as:

Located in the City of Eagle Mountain, County of Utah, State of Utah:

See Exhibit "A" Attached Hereto and Made a Part Hereof for All Purposes Intended,

(the "Premises").

Commonly known as 3563 E Ranches Pkwy, Eagle Mountain, Utah 84005.

The Deed of Trust secures the Liabilities (as defined in the Deed of Trust), including, without limitation, the extension of credit evidenced by a TERM NOTE, dated January 5, 2022, payable by Zabriskie Properties #6, LLC to the Beneficiary, in the principal sum of Seven Hundred Thirty-Four Thousand Five Hundred and 00/100 Dollars (\$734,500.00) (the "Original Extension of Credit").

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Trustor and the Beneficiary agree as follows:

1. This modification is to correct the date of the Term Note Date to January 5, 2022 and in the principal amount to \$734,500.00.
2. The Trustor will execute and deliver all further instruments, and shall take all other actions, as in the sole opinion of the Beneficiary are necessary or desirable to effect the intent of this Amendment.
3. Except as amended by this Amendment, all terms of the Deed of Trust are confirmed and ratified by the Trustor and the Beneficiary as if they were fully set forth in this Amendment.

4. Governing Law and Venue. This Amendment shall be governed by and construed in accordance with the laws of the State of Utah; EXCEPT THAT, NOTWITHSTANDING ANY PROVISION OF THIS AMENDMENT TO THE CONTRARY, MATTERS REGARDING INTEREST TO BE CHARGED BY THE BANK AND THE EXPORTATION OF INTEREST SHALL BE GOVERNED BY FEDERAL LAW (INCLUDING WITHOUT LIMITATION 12 U.S.C. SECTIONS 85 AND 1831u) AND THE LAW OF THE STATE OF OHIO, WHERE THE MAIN OFFICE OF THE BANK IS LOCATED. The Trustor agrees that any legal action or proceeding with respect to any of its obligations under this Amendment may be brought by the Beneficiary in any state or federal court located in the State of Utah, as the Beneficiary in its sole discretion may elect. By the execution and delivery of this Amendment, the Trustor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Trustor waives any claim that the State of Utah is not a convenient forum or the proper venue for any such suit, action or proceeding. The extension of credit that is the subject of this Amendment is being made by the Bank in Ohio.

5. WAIVER OF SPECIAL DAMAGES. THE TRUSTOR WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE BENEFICIARY IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.


PURSUANT TO UTAH CODE ANNOTATED SECTION 25-5-4, TRUSTOR IS NOTIFIED THAT THIS AMENDMENT OR THE OTHER RELATED 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.

Trustor:

Zabriskie Properties #6, LLC

By: 


Jody Zabriskie Manager
Printed Name Title

By: 

Brian D Zabriskie Manager
Printed Name Title

Beneficiary:

JPMorgan Chase Bank, N.A.

By: 

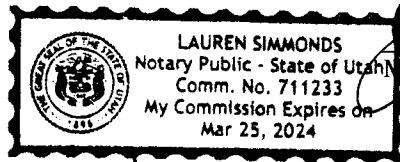
Ryan Sorenson VP/EM II
Printed Name Title

ACKNOWLEDGMENT

State of Utah)
County of Utah) ss

The foregoing instrument was acknowledged before me on July 11th, 2022, by Brian D. Zabriskie

Given under my hand and notarial seal this 11th day of July, 2022.

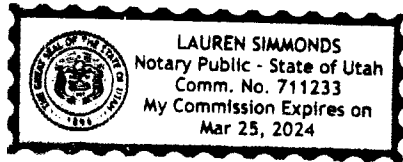


Lauren Simmonds, Notary Public
My Commission expires: MARCH 25, 2024

State of Utah)
County of Utah) ss

The foregoing instrument was acknowledged before me on July 11th, 2022, by Jody Zabriskie

Given under my hand and notarial seal this 11th day of July, 2022.



Lauren Simmonds, Notary Public
My Commission expires: MARCH 25, 2024

**EXHIBIT A
LEGAL DESCRIPTION**

Lot 2, PARKWAY CROSSROADS PLAT "A" FIRST AMENDMENT, according to the official plat thereof as recorded in the office of the Utah County Recorder, State of Utah on December 1, 2020 as Entry No. 190394:2020 Map #17404.