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Leann H. Kilts, WEBER COUNTY RECORDER
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REC FOR: COTTONWOOD TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

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141566-DTF

**Modification of Healthcare Deed of Trust, Assignment of Leases,
Rents and Revenue and Security Agreement**

by and between

OGDEN RP SNF, LLC,
a Utah limited liability company

and

BERKADIA COMMERCIAL MORTGAGE LLC,
a Delaware limited liability company

Pine View Transitional Rehab
South Ogden, Weber County, Utah
FHA Project No. 105-22061

**MODIFICATION OF HEALTHCARE DEED OF TRUST, ASSIGNMENT OF LEASES,
RENTS AND REVENUE AND SECURITY AGREEMENT**

THIS MODIFICATION OF HEALTHCARE DEED OF TRUST, ASSIGNMENT OF LEASES, RENTS AND REVENUE AND SECURITY AGREEMENT ("Modification") is entered into this ^{30th} day of March, 2021, by and between **OGDEN RP SNF, LLC**, a Utah limited liability company, whose business address is 140 N. Union Avenue, Suite 230, Farmington, UT 84025 ("Borrower"), and **BERKADIA COMMERCIAL MORTGAGE LLC**, a Delaware limited liability company, whose address is 323 Norristown Road, Suite 300, Ambler, PA 19002 (the "Lender").

RECITALS:

A. Lender is the owner and holder of that certain Healthcare Facility Note executed by Borrower to and in favor of Lender, dated July 1, 2015, in the original principal amount of FOUR MILLION SIX HUNDRED SIXTY-SIX THOUSAND EIGHT HUNDRED AND 00/100THS DOLLARS (\$4,666,800.00) (the "Note").

B. Repayment of the Note is secured by (i) that certain Healthcare Deed of Trust, Assignment of Leases, Rents and Revenue and Security Agreement (Utah) from Borrower to and in favor of Lender dated July 1, 2015, and recorded on July 27, 2015 in the Land Records of Weber County, Utah (the "**Land Records**") in Instrument No. 2747677, as effected by that certain Assignment and Assumption of Loan Documents dated December 21, 2020 and recorded in the Land Records on December 28, 2020 in Instrument No. 3113252 ("**Assignment and Assumption**") (together, the "**Mortgage**"), and (ii) by certain other documents and certificates executed by Borrower to and in favor of Lender and/or the Secretary of Housing and Urban Development ("HUD").

C. Borrower also executed in favor of HUD that certain Healthcare Regulatory Agreement – Borrower (Form HUD-92466-ORCF) dated July 1, 2015, and recorded on July 27, 2015 in Instrument No. 2747678 in the Land Records (the "Regulatory Agreement"). The Regulatory Agreement governs the ownership, use and development of that certain real property and improvements known as "Pine View Transitional Rehab" in South Ogden, Weber County, Utah, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Project"), on such terms and conditions as more particularly set forth in the Regulatory Agreement.

D. Borrower and Lender have determined it is beneficial to amend and modify the Note and Mortgage to reflect the reduction of the interest rate stated therein, on the terms and conditions hereinafter set forth. After application of the March 1, 2021, payment, the existing loan balance totals \$4,236,021.70.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The foregoing recitals are true and correct and incorporated into this Modification as if set forth herein in their entirety.

2. The Note and Mortgage are hereby modified and amended to delete all references to the interest rate of Three and 35/100ths per centum (3.35%) per annum, and to substitute therefor the interest rate of Two and 60/100ths per centum (2.60%) per annum, to be effective as of May 1, 2021.

3. The Note and Mortgage, as modified and amended by this Modification, are each hereby ratified and confirmed, and shall be and remain in full force and effect in accordance with their respective terms. Except as expressly set forth in this Modification and the First Allonge to Note, executed concurrently, the Note and Mortgage are not otherwise modified or amended, and no novation or discharge of the indebtedness of the Borrower to Lender evidenced by the Note is intended by this Modification.

4. This Modification shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties to this Modification.

5. This Modification is to be construed and enforced in accordance with the laws of the State of Utah.

6. Nothing in this Modification shall waive, compromise, impair or prejudice any right HUD may have to seek judicial recourse of any breach of the Regulatory Agreement, which breach may have occurred prior to or may occur subsequent to the date of this Modification. In the event that HUD initiates an action for breach of the Regulatory Agreement and recovers funds, either on HUD's own behalf or on behalf of the Project or the Borrower, those funds may be applied, at the discretion of HUD, to payment of the delinquent amounts due under the Note or the Mortgage or as a partial prepayment of the Note.

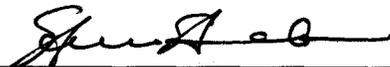
[DOCUMENT EXECUTION OCCURS ON FOLLOWING PAGES]

**SIGNATURE PAGE TO MODIFICATION OF HEALTHCARE DEED OF TRUST,
ASSIGNMENT OF LEASES, RENTS AND REVENUE AND SECURITY AGREEMENT**

IN WITNESS WHEREOF, Borrower has executed this Modification as of the date and year first above written.

BORROWER:

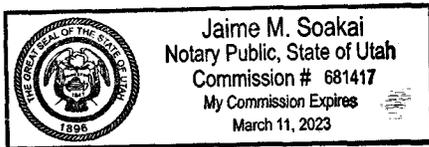
OGDEN RP SNF, LLC,
a Utah limited liability company

By: 
Steve Starks
Authorized Representative

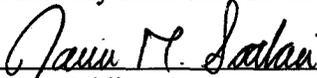
State of UTAH

County of SALT LAKE

The foregoing instrument was acknowledged before me this 26th day of MARCH, 2021 by Steve Starks, the Authorized Representative of Ogden RP SNF, LLC, a Utah limited liability company, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



Witness my hand and official seal.


Notary Public
My commission expires: 03-11-2023

**SIGNATURE PAGE TO MODIFICATION OF HEALTHCARE DEED OF TRUST,
ASSIGNMENT OF LEASES, RENTS AND REVENUE AND SECURITY AGREEMENT**

IN WITNESS WHEREOF, Lender has executed this Modification as of the date and year first above written.

LENDER:

BERKADIA COMMERCIAL MORTGAGE LLC,
a Delaware limited liability company

By: Angela Gordon
Angela Gordon
Authorized Representative

State of Missouri

City of St. Louis

The foregoing instrument was acknowledged before me this 4th day of March, 2021 by Angela Gordon, the Authorized Representative of Berkadia Commercial Mortgage LLC, a Delaware limited liability company whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Deanna R. Matthews
Notary Public

My commission expires: 02-09-2025

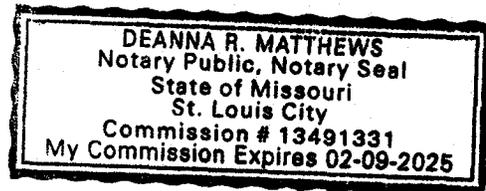


EXHIBIT A

LEGAL DESCRIPTION

All of Lot 5, Granite Pointe Phase 1, South Ogden City, Weber County, Utah, according to the Official Plat thereof recorded January 19, 2000 as Entry No. 1685049 in Book 51 at Page 35 of Official Weber County Records.