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10/22/2015 9:45:00 AM \$41.00
Book - 10372 Pg - 4138-4146
Gary W. Ott
Recorder, Salt Lake County, UT
FOUNDERS TITLE
BY: eCASH, DEPUTY - EF 9 P.

Recorded at the request of
And when recorded return to:

Deborah L. Best
Jameson, Babbitt, Stites & Lombard, PLLC
801 Second Avenue., Suite 1000
Seattle, WA 98104

1-87783

THIS SPACE FOR RECORDER'S USE ONLY

**FIRST AMENDMENT TO
MULTIFAMILY DEED OF TRUST,
ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS FIRST AMENDMENT TO MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "**Amendment**") is entered into as of the 21st day of October, 2015 by and between NEVINS/ADAMS-40, L.P., a Utah limited partnership ("**Borrower**"), and FANNIE MAE, a corporation duly organized under the Federal National Mortgage Association Charter Act, as amended, 12 U.S.C. Section 1716 *et seq.* and duly organized and existing under the laws of the United States, as lender by assignment ("**Lender**").

RECITALS:

WHEREAS, Borrower and CBRE Multifamily Capital, Inc., as initial lender, entered into that certain Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of October 31, 2014 and recorded October 31, 2014 as Entry No. 11938706, Book/Page 10271/6350 in the Official Records of Salt Lake County, State of Utah (the "**Deed of Trust**");

WHEREAS, the Deed of Trust was assigned to Lender by that certain Assignment of Multifamily Deed of Trust dated as of October 31, 2014 and recorded October 31, 2014 Entry No. 11938707, Book/Page 10271/6373 in the Official Records of Salt Lake County, State of Utah; and

WHEREAS, Borrower has requested, and Lender has agreed to, an amendment to Exhibit A to the Deed of Trust as further set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, the parties hereby agree as follows:

1. The Recitals above are a part of this Amendment. Unless otherwise expressly defined or otherwise provided for in this Amendment, capitalized terms shall have the meanings provided for such terms in the Deed of Trust.

2. The Deed of Trust hereby is amended to delete the "Exhibit A – Description of Land" attached to such recorded Deed of Trust and to substitute in place thereof "Amended Exhibit A – Description of Land" attached to this Amendment.

3. Borrower hereby represents, warrants, acknowledges, confirms and agrees that the Deed of Trust is a valid, binding, and enforceable instrument securing Borrower's obligations under the Deed of Trust. Lender shall not be obligated to make any further advances of the Mortgage Loan.

4. Borrower hereby re-certifies, ratifies and confirms the representations, warranties and covenants contained in the Deed of Trust, as amended hereby. Borrower agrees that this Amendment is not intended to and shall not cause a novation with respect to any or all of Borrower's obligations under the Deed of Trust. It is further understood and agreed by all of the parties hereto, that except as expressly provided herein, this Amendment is not in any way intended to affect any of the terms, conditions or priority of said Deed of Trust or the obligations secured thereby.

5. Borrower acknowledges and warrants that Lender has acted in good faith and has conducted in a commercially reasonable manner its relationship with Borrower in connection with this Amendment and generally in connection with the Deed of Trust and the Indebtedness, and Borrower hereby waives and releases any claims to the contrary.

6. Borrower shall pay at the time this Amendment is executed and delivered all fees, commissions, costs, charges, taxes and other expenses incurred by Lender and its counsel

in connection with this Amendment, including, but not limited to, reasonable fees and expenses of Lender's counsel and all recording fees, taxes and charges.

7. This Amendment may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute but one and the same instrument.

[Signatures appear on following pages]

IN WITNESS WHEREOF, Borrower and Lender have signed and delivered this Amendment as of the date set forth above.

BORROWER:

NEVINS/ADAMS-40, L.P., a Utah limited partnership

By: Nevins/Adams Properties, Inc., a California corporation
Its: General partner

By: [Signature]
Henry M. Nevins
Its: President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Barbara

On 10/5/15 before me, Gail M. Martin-White, Notary Public (here insert name and title of officer), personally appeared Henry M. Nevins, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

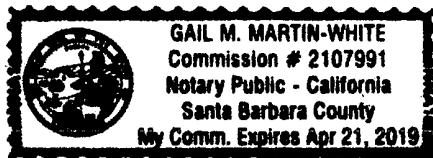
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature Gail M. Martin-White

(Seal)

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LENDER:

FANNIE MAE

By: *Michael W. Dick*
Name: Michael W. Dick
Title: Asst. Vice President

~~STATE OF~~ District of Columbia)
) ss.
~~COUNTY OF~~ _____)

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

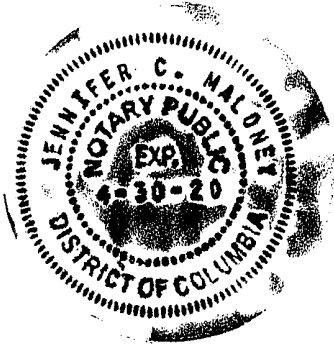
On this 8th day of ~~July~~ October, 2015 before me personally appeared Michael W. Dick, to me personally known to be the Assistant Vice President of FANNIE MAE, a corporation duly organized under the Federal National Mortgage Association Charter Act, as amended, 12 U.S.C. Section 1716 *et seq.* and duly organized and existing under the laws of the United States, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN under my hand and official seal this 8th day of ~~July~~ October, 2015.

WITNESS my hand and official seal.

Jennifer C. Maloney
Name: JENNIFER C. MALONEY
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires April 30, 2020

My commission expires: _____



[signature page 2 of 2]

AMENDED EXHIBIT "A"
DESCRIPTION OF LAND

PARCEL 1:

Beginning on the North line of North Temple Street at a point South 0°11'08" East along the Section line 1,827.25 feet, more or less, and North 89°58'38" East 972.665 feet from the West Quarter corner of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, said point of beginning being also North 89°58'38" East 972.665 feet and North 0°11'08" West 65.40 feet from the Salt Lake City Survey monument at North Temple and the West line of said Section 34, and running thence North 0°11'08" West 1,560.55 feet to the South line of Morton Meadows Plat "C"; thence South 89°51'50" East along said line 434.06 feet; thence South 0°04'28" West 798.72 feet to the Southwest corner of Morton Meadows Plat "B"; thence South 89°51'50" East 111.54 feet to the East Line of Chas S. Desky's Fifth Addition; thence South 0°08'36" East along said East line 628.81 feet to the centerline of a 13 foot wide alley in Block 1 of said addition; thence South 89°58'38" West 226.875 feet; thence South 0°08'36" East 131.50 feet to the North line of North Temple Street; thence South 89°58'38" West 314.53 feet to the point of beginning.

Less and Excepting that portion of subject property conveyed to the Utah Transit Authority by that certain Special Warranty Deed recorded January 31, 2011 as Entry No. 11125470 in Book 9901 at Page 9574 of Official Salt Lake County, Utah Records, described as a parcel of land in fee, being part of an entire tract of property, incident to the construction of the "Airport Light Rail Transit Project", a Utah Transit Authority project, known as "ALRT", situate in the SW1/4SW1/4 of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and described as follows:

Beginning at the Southwest corner of said entire tract and the northerly right of way line of North Temple Street, which point is 972.665 feet N.89°58'38"E. and 65.40 feet N.00°11'08"W. from the Salt Lake Survey Monument at North Temple and the West line of Section 34 (said point of beginning also being 1,827.25 feet S.00°11'08"E. along the section line and 972.665 feet N.89°58'38"E. from the West Quarter corner of said Section 34); thence N.00°11'08"W. 8.70 feet along the westerly boundary line of said entire tract; thence S.87°32'12"E. 183.09 feet; thence N.89°55'19"E. 131.64 feet; thence S.00°08'36"E. 0.89 feet along an easterly boundary line of said entire tract to said northerly right of way line; thence S.89°58'38"W. 314.53 feet along said right of way line and the southerly boundary line to the point of beginning.

The following is shown for information purposes only: Tax ID No. 08-34-303-020

PARCEL 2:

The West 20 feet of Lot 4 and all of Lots 5 through 8, Block 1, Charles S. Desky's 5th Addition. Together with 1/2 vacated alley on the North.

Less and Excepting from Parcel 1 that portion conveyed to the Utah Transit Authority by that certain Warranty Deed recorded March 30, 2010 as Entry No. 10924299 in Book 9814 at Pages

2316-2317 of Official Records, to-wit: A parcel of land in fee, being part of an entire tract of property, situate in part of Block 1 of the Charles S. Desky's Fifth Addition, a subdivision in the SE1/4SW1/4 of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, incident to the construction of the "Airport Light Rail Transit Project", a Utah Transit Authority project, known as "ALRT", and described as follows:

Beginning at a point in the northerly right of way line of North Temple Street and the Southwest corner of Block 1 of said subdivision; thence N. 00°08'36"W. 1.00 feet (Record North) along the westerly boundary line of said Block 1; thence N.89°55'19"E. 140.19 feet; thence S. 00°08'36"E. 1.15 feet at a point 87.37 feet West from the Southeast corner of Block 1; thence S.89°59'07"W. 140.19 feet (Record West 128.375) along said northerly right of way line to the point of beginning.

The following is shown for information purposes only: Tax ID No. 08-34-377-010

PARCEL 3:

All of Lots 1, 2 and 3, and the East 5 feet of Lot 4, together with the South 6 1/2 feet of vacated alley on the North thereof, of Block 1 of Charles S. Desky's Fifth Addition.

Less and Excepting from Parcel 2 that portion conveyed to the Utah Transit Authority by that Warranty Deed recorded March 30, 2010 as Entry No. 10924301 in Book 9814 at Pages 2320-2321 of Official Records, to-wit: A parcel of land in fee, being part of an entire tract of property, situate in part of Block 1 of the Charles S. Desky's Fifth Addition, a subdivision in the SE1/4SW1/4 of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, incident to the construction of the "Airport Light Rail Transit Project", a Utah Transit Authority project, known as "ALRT", and described as follows:

Beginning at a point in the northerly right of way line of North Temple Street and the Southeast corner of Block 1 of said subdivision; thence S.89°59'07"W. 87.37 feet (Record West 80 feet) along said northerly right of way line; thence N.00°08'36"W. 1.15 feet; thence N.89°55'19"E. 87.37 feet to the easterly boundary line of said Block 1; thence S.00°08'36"E. 1.25 feet (Record South) to the point of beginning.

The following is shown for information purposes only: Tax ID No. 08-34-377-011

PARCEL 4:

Beginning on the North line of North Temple Street at a point South 0°11'08" East along the section line 1,827.25 feet, more or less, and North 89°58'38" East 1,287.195 feet from the West Quarter Corner of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, said point of beginning being also North

89°58'38" East 1,287.148 feet and North 0°08'36" West 65.40 feet from the Salt Lake City Survey Monument at North Temple and the West line of said Section 34 and running thence North 0°08'36" West 131.50 feet; North 89°58'38" East 16.5 feet; South 0°08'36" East 131.50

feet; South 89°58'38" West 16.5 feet to the point of beginning. Said parcel being the South 131.50 feet of the East Half of Winifred Street.

The following is shown for information purposes only: Tax ID No. 08-34-303-023