

This Instrument Prepared By & Return To:
Richard E.M. Nichol, Jr.
Evans Petree, PC
1715 Aaron Brenner Drive, Suite 800
Memphis, TN 38120
34-04-476-001

127852 - DTF

13321958
7/8/2020 9:56:00 AM \$40.00
Book - 10975 Pg - 2557-2560
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 4 P.

THIRD MODIFICATION TO DEED OF TRUST

THIS THIRD MODIFICATION TO DEED OF TRUST (the "Agreement") made and entered into as of this 29th day of June, 2020, by and between **Phillip E. Harker and Nicole C. Harker, Trustees of the Harker Family Revocable Trust, dated February 15, 2002** ("Grantors"), with a mailing address of 14038 South Mule Deer Drive, Draper, Utah, 84020; **Pinnacle Bank** ("Beneficiary"), and **Cottonwood Title Insurance Agency, Inc.** ("Trustee") with a mailing address of 1966 East 6400 South, Suite 120, Salt Lake City, Utah 84121.

WITNESSETH:

WHEREAS, Grantor executed that certain Deed of Trust dated October 31, 2019, and filed at **Book 10855 Page 3633** in the Salt Lake County Recorder's Office (the "Original Deed of Trust") to secure indebtedness in the amount of Three Hundred Forty-Eight Thousand Dollars (\$348,000.00) (the "Original Note"); and

WHEREAS, Grantor executed that certain First Modification to Deed of Trust dated December 4, 2019, and filed at **Book 10889 Page 7441** in the Salt Lake County Recorder's Office (the "First Modification") to secure indebtedness in the amount of Three Hundred Sixty-Eight Thousand Four Hundred Dollars (\$368,400.00) (the "Draper Note"); and

WHEREAS, Grantor executed that certain Second Modification to Deed of Trust dated January 22, 2020, and filed at **Book 10889 Page 7859** in the Salt Lake County Recorder's Office (the "Second Modification") to secure indebtedness in the amount of Four Hundred Three Thousand Six Hundred Dollars (\$403,600.00) (the "Cordova Note"); and

WHEREAS, Grantor has guaranteed additional financial accommodation from Beneficiary and Beneficiary has agreed to provide such accommodations provided that Trustor execute this Agreement which shall amend the Original Deed of Trust; and

NOW, THEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledge, the parties agree as follows:

1. Modification of Deed of Trust. The Deed of Trust is hereby modified and amended to increase the maximum principal indebtedness secured thereby to One Million Five Hundred Two Thousand Six Hundred Dollars (\$1,502,600.00) as evidenced by that certain Original Note referenced in the Original Deed of Trust, that certain Draper Note referenced in the First Modification, that certain Cordova Note referenced in the Second Modification, and that certain additional promissory note in the amount of Three Hundred Eighty-Two Thousand Six Hundred Dollars (\$382,600.00) dated of even date herewith and having a maturity date of June 29, 2030, made payable by SRH Germantown, LLC, a Tennessee limited liability company; SRH East

Memphis, LLC, a Tennessee limited liability company; and SR Enterprise, LLC, a Tennessee limited liability company, as Borrowers, to Pinnacle Bank, as Beneficiary (the "Germantown Note"), which indebtedness has been guaranteed by Grantors pursuant to those Unconditional Guarantees of even date herewith.

2. Deed of Trust. It is agreed that the lien of the Deed of Trust (as herein amended) shall retain its priority against the Real Property described on **Exhibit A** and secure payment of the indebtedness evidenced by the Original Note, the Draper Note, the Cordova Note, and any and all renewals and extensions thereof.

3. Additional Modifications. All terms and provisions contained in the Deed of Trust and any other Loan Documents which are inconsistent with the provisions of this Agreement, are hereby modified and amended to conform hereto; and as so modified and amended, each and all of said instruments and documents are hereby ratified, approved and confirmed in all respects.

4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, next of kin, successors, assigns, transferees and grantees.

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

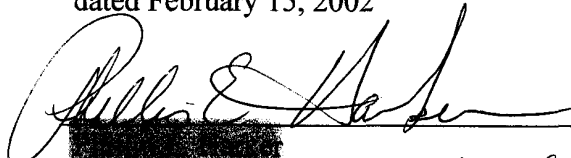
b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrowers, or defeat any claim of SBA with respect to this Loan.


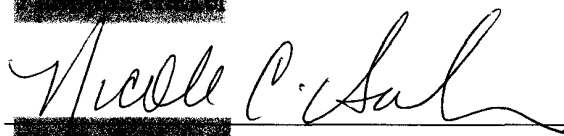
Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.


[Signature Page Follows]

Signature Page to Third Modification

The Harker Family Revocable Trust,
dated February 15, 2002



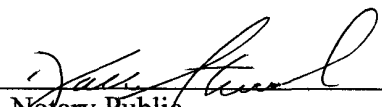





STATE OF UTAH

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 6.29, 2020, by Phillip E. Harker and Nicole C. Harker, Trustees of the Harker Family Revocable Trust, dated February 15, 2002.



Notary Public

My Commission Expires: 3.31.2024

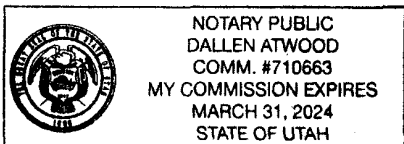


EXHIBIT "A"
PROPERTY DESCRIPTION

Lot 16, CORNER CANYON VISTA SUBDIVISION, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office.

Parcel Identification Number 34-04-476-001

Street Address: 14038 South Mule Deer Drive, Draper, Utah 84020