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4/30/2020 11:56:00 AM \$40.00  
Book - 10936 Pg - 5537-5540  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
JONATHAN RUDD ATTY  
BY: eCASH, DEPUTY - EF 4 P.

**Tax Serial Number:**  
**27-03-401-052**

**RECORDATION REQUESTED BY:**  
SUNWEST BANK  
LOAN PRODUCTION OFFICE - SALT LAKE CITY  
10011 S. CENTENNIAL PARKWAY, SUITE 420  
SANDY, UT 84070

**WHEN RECORDED MAIL TO:**  
SUNWEST BANK  
Note Department  
2050 MAIN STREET, SUITE 300  
IRVINE, CA 92614

**SEND TAX NOTICES TO:**  
BONHAM DAVIS WAREHOUSE, LLC  
1553 WEST 9000 SOUTH  
WEST JORDAN, UT 84070

**FOR RECORDER'S USE ONLY**

## **MODIFICATION OF DEED OF TRUST**

**THIS MODIFICATION OF DEED OF TRUST dated April 27, 2020, is made and executed between BONHAM DAVIS WAREHOUSE, LLC, a Utah limited liability company, whose address is 1553 WEST 9000 SOUTH, WEST JORDAN, UT 84070 ("Trustor") and SUNWEST BANK, whose address is LOAN PRODUCTION OFFICE - SALT LAKE CITY, 10011 S. CENTENNIAL PARKWAY, SUITE 420, SANDY, UT 84070 ("Lender").**

**DEED OF TRUST.** Lender and Trustor have entered into a Deed of Trust dated August 5, 2019 (the "Deed of Trust") which has been recorded in SALT LAKE County, State of Utah, as follows:

**Recording Date: August 9, 2019 at the Office: Salt Lake County Recorder's Office as Instrument Number 13048984.**

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in SALT LAKE County, State of Utah:

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 1553 WEST 9000 SOUTH, WEST JORDAN, UT 84088. The Real Property tax identification number is 27-03-401-052.

**MODIFICATION.** Lender and Trustor hereby modify the Deed of Trust as follows:

**The Principal Amount of the Note is being increased from \$7,180,500.00 to \$8,201,200.00.**

The following definition of Note hereby supersedes and replaces the existing definition:

**Note.** The word "Note" means all the promissory notes executed by BONHAM DAVIS WAREHOUSE, LLC in the principal amounts of \$7,180,500.00 dated August 5, 2019 and \$1,020,700.00 dated April 27, 2020, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

The following is hereby added to the Modification of Deed of Trust:

**CROSS-COLLATERALIZATION.** In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one of more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED APRIL 27, 2020.**

MODIFICATION OF DEED OF TRUST  
(Continued)

TRUSTOR:

BONHAM DAVIS WAREHOUSE, LLC

By: Brad Bonham  
BRAD E. BONHAM, Member/Manager of BONHAM DAVIS WAREHOUSE, LLC

By: [Signature]  
MATTHEWS, DAVIS, Member/Manager of BONHAM DAVIS WAREHOUSE, LLC

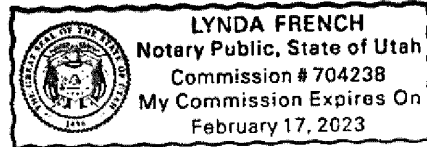
LENDER:

SUNWEST BANK

[Signature]  
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah )  
 ) SS  
COUNTY OF Salt Lake )



On this 28th day of April, 20 20, before me, the undersigned Notary Public, personally appeared **BRAD E. BONHAM, Member/Manager of BONHAM DAVIS WAREHOUSE, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

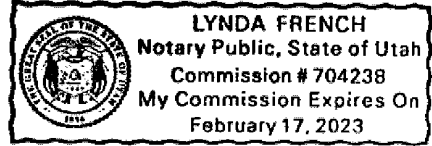
By: [Signature]  
Notary Public in and for the State of Utah

Residing at 8629 S. Duck Ridge Way West Jordan 84081  
My commission expires 02/17/2023

MODIFICATION OF DEED OF TRUST  
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah )  
 )  
COUNTY OF Salt Lake ) SS  
 )



On this 28th day of April, 2020, before me, the undersigned Notary Public, personally appeared **MATTHEW S. DAVIS**, Member/Manager of **BONHAM DAVIS WAREHOUSE, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

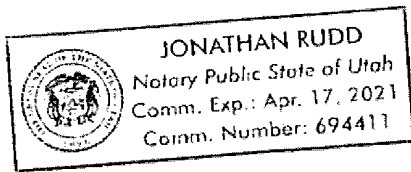
By Lynda French Residing at 8629 S. Duck Ridge Way, West Jordan 84081  
Notary Public in and for the State of Utah My commission expires 02/17/2023

LENDER ACKNOWLEDGMENT

STATE OF Utah )  
 )  
COUNTY OF Salt Lake ) SS  
 )

On this 29 day of April, 2020, before me, the undersigned Notary Public, personally appeared Chad Carter and known to me to be the President, authorized agent for **SUNWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **SUNWEST BANK**, duly authorized by **SUNWEST BANK** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **SUNWEST BANK**.

By [Signature] Residing at Salt Lake  
Notary Public in and for the State of Utah My commission expires 4/17/21



**EXHIBIT A**

**FILE #JR20-375A**

Real property in the City of West Jordan, County of Salt Lake, State of Utah, described as follows:

**Parcel 1:**

Lot 1, SHOPKO 9000 SOUTH STREET SUBDIVISION, according to the official plat thereof on file and of record recorded December 14, 2006 as Entry No. 9940027 in Book 2006P at Page 381 in the office of the Salt Lake County Recorder.

**Parcel 1A:**

Together with non-exclusive easement rights created by Amended and Restated Declaration of Restrictions and Grant of Easements recorded June 05, 1987 Instrument No. 4470260 in Book 5927 at Page 840, First Amendment recorded July 18, 1988 as Instrument No. 4650833 in Book 6047 at Page 2288, Second Amendment recorded November 09, 1994 Instrument No. 5963096 in Book 7052, at Page 1649, Third Amendment recorded May 01, 2000 Instrument No. 7629216 in Book 8358 at Page 8483 and Fourth Amendment recorded December 15, 2006 Instrument No. 9942421 in Book 9395 at Page 6362 of the official records.

Tax Serial Number: 27-03-401-052