

Entry 2018006123
Book 1578 Pages 14-15 \$17.00
30-Aug-18 09:36
BRENDA MCDONALD
RECORDER, UINTAH COUNTY, UTAH
RAY QUINNEY & NEBEKER, P.C.
36 S STATE STREET, SALT LAKE CITY, UTAH 84111
Rec By: Dana Brown, Deputy Recorder
Electronic Recording

WHEN RECORDED, RETURN TO:

Michael D. Mayfield (Utah Bar No. 8237)
RAY QUINNEY & NEBEKER P.C.
36 South State Street, Suite 1400
Salt Lake City, Utah 84111

AMENDMENT TO TRUST DEED

Ent 2018006123
Book 1578 Pg 14

This Amendment to Trust Deed is executed as of the 24th day of August, 2018.

A. The undersigned, as Trustor, executed that certain Construction and Term Loan Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing, dated January 11, 2013, in favor of Zions First National Bank (now known as ZB, N.A. dba Zions First National Bank) ("Zions Bank"), as Trustee and Beneficiary, which was recorded on January 17, 2013, as Entry No. 2013000505 in Book 1313 at Page 609 *et seq.* of the Official Records of the Uintah County, State of Utah Recorder (the "Trust Deed"), and encumbers the property located in Uintah County, Utah, more particularly described in Exhibit "A" attached hereto and incorporated herein.

B. Pursuant to agreement of even date herewith, Trustor has agreed to modify the terms of the Trust Deed, as stated herein.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, as Trustor under the Trust Deed hereby declares as follows:

1. Section 2.1.1 of the Trust Deed is hereby amended to read as follows:

2.1.1 Note. The payment and performance of each and every agreement and obligation under the Note, as modified by that Term Promissory Note dated August __, 2018, in the stated principal amount of \$3,552,600.00, executed by Trustor, as maker, in favor of Beneficiary ("Note A"), and that Promissory Note dated August __, 2018, in the stated principal amount of \$1,878,810.00, executed by Trustor, as maker, in favor of Beneficiary ("Note B"), including without limitation, the payment of principal and interest under the Note, as modified by Note A and Note B. Notwithstanding anything to the contrary contained in this Trust Deed, none of the Real Property pledged as Collateral for the Loan secures payment and performance under the Environmental Indemnity or the Continuing Guaranty.

2. All references to "the Note" in the Trust Deed shall hereafter refer collectively to the Note, as modified by Note A and Note B described in this Amendment to Trust Deed, and to all other notes or indebtedness owed by Trustor to Beneficiary referencing an intent to be secured by the Trust Deed.

Except as specifically modified herein, all terms of the Trust Deed, and all documents incorporated herein by reference, remain in full force and effect.

IN WITNESS WHEREOF, Trustor has executed this Amendment to Trust Deed as of the date first above written.

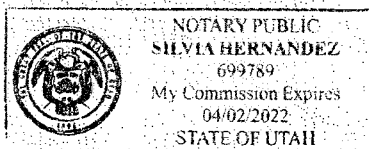
SIGNATURE OF TRUSTOR:

SILVER PINES CONDOMINIUMS 2 LLC
a Utah limited liability company

By: 
Harold B. Irving, Manager

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

The forgoing instrument was acknowledged before me this 24 day of August, 2018, by Harold B. Irving, Manager of Silver Pines Condominiums 2 LLC, a Utah limited liability company.




Notary Public

EXHIBIT "A"

This Parcel includes the 5.21 acre parcel plus the Q, R, S, T & U Units.

Commencing at a point located N87°57'39"E along the 1/16th section line, 1099.04 feet from the Northwest Corner of the Southwest ¼ of the Northeast ¼ of Section 26, Township 4 South, Range 21 East, Salt Lake Meridian; thence N87°57'39"E along said 1/16th line, 286.43 feet; thence S1°59'43"E 1325.23 feet to the South section line which bears S88°10'40"W; thence S88°10'40"W along said section line, 68.30 feet; thence N1°59'43"W along the 1/16th line, 99.00 feet; thence N80°11'46"W 85.50 feet; thence S89°18'14"W 201.30 feet; thence N56°11'46"W 104.60 feet; thence N35°07'21"W 45.09 feet; thence N10°44'15"W 53.22 feet; thence N79°56'07"W 122.83 feet; thence N73°00'07"W 177.77 feet; thence N67°08'26"W 35.21 feet; thence S81°48'42"W 30.84 feet; thence S19°52'16"W 19.59 feet; thence N54°41'46"W 108.19 feet; thence N20°22'55"E, 153.47 feet; thence S69°37'05"E 81.85 feet; thence 169.18 feet along a 143.00 foot radius concave curve to the North and a chord bearing of N76°29'24"E and a chord length of 159.48 feet and a delta angle of 67.7840°; thence N42°35'53"E, 137.62 feet; thence 111.41 feet along a 143.00 foot radius concave curve to the West and a chord bearing of N20°16'44"E and a chord length of 108.61 feet and a delta angle of 44.6381°; thence N2°02'25"E, 358.93 feet; thence 33.68 feet along a 100.00 foot radius concave curve to the East and chord bearing N7°36'33"E and a chord length of 33.52 feet and a delta angle of 19.2988°; thence N17°15'31"E, 108.70 feet; thence 48.17 feet along a 143.00 foot radius concave curve to the West and a chord bearing of N7°36'33"E and a chord distance of 47.94 feet and a delta angle of 19.2988°; thence N2°02'25"W, 78.95 feet to the point of beginning. Contains 11.700 acres more or less.

Basis of bearing is the North line of the SW 1/4 of the NE 1/4 of Section 26, Township 4 South, Range 21 East, Salt Lake Meridian bears N87°57'39"E.