

13231764
3/31/2020 3:58:00 PM \$40.00
Book - 10919 Pg - 7850-7856
RASHELLE HOBBS
Recorder, Salt Lake County, UT
PROVO ABSTRACT
BY: eCASH, DEPUTY - EF 7 P.

Space Above This Line for Recording Data

#42483-2

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 30th day of March, 2020, between Quail Ridge Bluffdale Development, LLC ("Borrower") and Zion Commercial Investment, LLC ("Lender"), amends and supplements (1) the All-Inclusive Trust Deed, or Security Deed (the "Security Instrument") dated July 2, 2018 and recorded as Entry #: 12805778 in Book # 10691 on page #3198-3202, of the of the Official Records of Salt Lake County, Utah, and (2) the All-Inclusive Promissory Note, bearing the same date as, and secured by, said All-Inclusive Deed of Trust, the Security Instrument, which covers the real property described in the Security Instrument and defined therein as the "Property", located at: See attached legal description in Exhibit "A" describing property (approximate mailing address for reference purposes only: 14643 S. Camp Williams Road, Bluffdale, UT 84065) (Related Tax Serial Numbers from subject Deed: 33:10:178:024, 33:10:329:010), the real property described being set forth as follows:

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of March 1, 2020, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 867,720.80, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and extension fees and other amounts capitalized (this amount does not include penalty fees, late fees and/or default interest, which fees and default interest, as they relate only to this past due amount of \$867,720.80, will be waived via this Loan Modification Agreement.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, plus extension fees, plus penalty fees that may accrue to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the rate of twelve percent (**12%**) amortized monthly and due in monthly interest-only payments.

(a) Mortgage will amortize on a monthly interest-only basis with monthly interest-only payments. Said monthly interest-only payments will be due on the 1st of each month starting May 1, 2020. Borrower may elect to choose a negative amortization option wherein monthly interest-only payments will

COURTESY RECORDING

This document is being recorded **solely as a** courtesy for the parties named **herein**. PROVO ABSTRACT COMPANY, INC. **hereby** disclaims any responsibility or liability for inaccuracies thereof.

Page 1 of 6

Ent 13231764 BK 10919 PG 7850

accrue on a monthly basis but will be added to Borrower's principal each month. Borrower acknowledges that since subject mortgage is amortized on a monthly basis, if Borrower chooses to put off a monthly payment (creating negative amortization), the monthly payment due will then be added to the existing loan, which in turn increases both the principal amount of the loan, and the interest accruing each month (i.e., paying interest on accrued interest), and that in order to not increase the principal loan amount and the monthly interest accrual, Borrower must make at least an interest-only monthly payment. The entire principal balance and all accrued but unpaid interest and any extension fees and/or default fees shall be due and payable on August 1, 2020. Principal payments may be made at any time without penalty. Borrower hereby acknowledges this information regarding monthly payments and **negative amortization** 

(b) Unless Borrower has a Waiver from Lender allowing Borrower's monthly payments to accrue as described above in 2. (a), Monthly payments will be due, and borrower promises to make said monthly payments of interest in U.S. currency based on twelve percent (12%) interest-only monthly amortization, beginning on the 1st day of May, 2020, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The monthly interest rate of twelve percent (12%) will remain in effect until principal and interest are paid in full; however, it should be noted that default by Borrower will result in a higher default interest rate as defined by the default terms of said All-Inclusive Promissory Note. If on August 1, 2020 (the "Maturity Date" as defined by Loan Modification Agreement), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on said Maturity Date.

3. Any and all funds that Borrower receives from Bluffdale City related to the reimbursement of development costs of subject property or other such reimbursements until such time as Lender has been paid in full will be reported to Lender within 48 hours and will be applied in full toward development costs, with said funds being applied to an outstanding invoice, which invoice Lender must agree to in writing.

4. By signing this document, Borrower agrees to the past loan and amortization schedules noted herein in Schedule "A" and Schedule "B," showing past due interest and extension fees, but modified to not show default interest or default penalty fees.

5. Borrower is currently attempting to obtain approval from Bluffdale City to allow high-density residential zoning for a portion of land securing subject Deed and/or Note. Borrower agrees that if Bluffdale City has not agreed to high-density zoning by May 1, 2020, Borrower will consult with Lender regarding possible withdrawal of application for high-density zoning and, should Lender request it, withdraw high-density application and sell subject property as single family residential lots. This determination will be made after May 1, 2020.

6. It is agreed that Borrower will pay \$25,000.00 toward future excavation invoice(s) related to subject property, which \$25,000.00 will be Borrower's own funds and will be in addition to any funds obtained from Bluffdale City or from expense reimbursements or bond release(s) related to subject

development. Borrower will have 60 days from date of signing to make said 25,000.00 payment. If Borrower is able to sell one of the subject development's lots for at least \$200,000.00, said \$25,000.00 payment will be returned at the time of said sale. If said sale occurs before Borrower has made said payment, and before payment is due, Borrower's obligation to make payment will be nullified.

7. Since Recording of subject All-Inclusive Trust Deed and All-Inclusive Promissory Note, Quail Ridge Bluffdale Development, LLC membership has changed and now shows the following members: AIC Development, Inc. and Excel Homes Inc. Andrade Christensen is authorized signor for AIC Development, Inc. and Joe Wilkins is signor for Excel Homes, Inc. Quail Ridge Bluffdale Development, Inc. continues as Borrower, and this change to membership is hereby noted and acknowledged.

8. Borrower hereby adds water shares to the collateral securing subject All-Inclusive Trust Deed and related All-Inclusive Promissory Note. Said water shares collateral described as follows: three shares of Utah & Salt Lake Canal Co. stock, Certificate No.: M0039. Said stock certificate issued to Borrower on August 20, 2018. Borrower to also sign a Control Agreement and Acknowledgement of Pledge and Security Interest document. Said water shares will be held as collateral until debt from Quail Ridge Bluffdale Development, LLC has been completely satisfied.

9. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

10. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above: (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

11. Borrower understands and agrees that:

(a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.

(b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

(c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.

(d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

(e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

(f) Borrower authorizes Lender, and Lender's successors and/or assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number or EIN, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relative to subject property and subject Borrower(s) with Third Parties that can assist Lender. Third Parties include any potential investor, lender, insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan. Borrower consents to being contacted by Lender or Third Parties concerning mortgage matters relating to Borrower's loan at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties. Borrower also consents to being contacted by text messaging.

SCHEDULE "A"

INITIAL FUNDING AMOUNT (Monthly Interest-Only Mortgage Amortization at 12%)

07/05/18, Date of Funding, Initial Funding Amount: 772,595.00

08/01/18, interest-only amount due per 772,595.00 (27 days) @ 254.00 = 6858.00

09/01/18, interest-only amount due per 779,453.00 (31 days) @ 256.26 = 7944.06

10/01/18, interest-only amount due per 787,397.06 (30 days) @ 258.87 = 7766.10

11/01/18, interest-only amount due per 795,163.16 (31 days) @ 261.42 = 8104.02

SCHEDULE "A" CONTINUED

12/01/18, interest-only amount due per 803,267.18 (30 days) @ 264.09 = 7922.70
(Payoff Deadline 12/31/18)
01/01/19, interest-only amount due per 811,189.88 (31 days) @ 266.69 = 8267.39
01/11/19, interest-only amount due per 819,457.27 (first 10 days) 269.41 = 2694.10
01/11/19, **Borrower's Payment** via Bluffdale City.....(~~130,670.74~~)
01/11/19, Bal. on 01/11/19: 822,151.37 less pmt on 01/11 of 130,670.74 = **Updated Bal.: 691,480.63**
02/01/19, interest-only amount due per 691,480.63 (20 days) @ 227.34 = 4546.80
03/01/19, interest-only amount due per 696,027.43 (28 days) @ 228.83 = 6407.24
04/01/19, interest-only amount due per 702,434.67 (31 days) @ 230.94 = 7159.14
05/01/19, interest-only amount due per 709,593.81 (30 days) @ 233.29 = 6998.70
06/01/19, interest-only amount due per 716,592.51 (31 days) @ 235.59 = 7303.29
06/01/19 PAYOFF: \$723,895.80
06/01/19 EXTENSION FEE, 3 POINTS: \$21,716.87
06/01/19 BALANCE DUE AFTER EXTENSION FEE: \$745,612.67
07/01/19, interest-only amount due per 745,612.67 (30 days) @ 245.13 = 7353.90
08/01/19, interest-only amount due per 752,966.57 (31 days) @ 247.55 = 7674.05
09/01/19, interest-only amount due per 760,640.62 (31 days) @ 250.07 = 7752.17
10/01/19, interest-only amount due per 768,392.79 (30 days) @ 252.62 = 7578.60
11/01/19, interest-only amount due per 775,971.39 (31 days) @ 255.11 = 7908.41
12/01/19, interest-only amount due per 783,879.80 (30 days) @ 257.71 = 7731.30
01/01/20, interest-only amount due per 791,611.10 (31 days) @ 260.26 = 8068.06
02/01/20, interest-only amount due per 799,679.16 (31 days) @ 262.91 = 8150.21
03/01/20, interest-only amount due per 807,829.37 (29 days) @ 265.59 = 7702.11
03/01/20 PAYOFF ON INITIAL FUNDING AMOUNT: \$815,531.48

SCHEDULE "B"

ADDITIONAL FUNDING AMTS FOR DEVELOPMENT (Mo. Interest-Only Mortgage Amortization, 12%)
09/06/18 Benchmark Engineering, ZCI check # 2330, Invoice #s 13289 (9150.00) & 13356 (2600.00)..... ~~11,750.00~~
10/01/18 Interest on Additional Funding Amount(s).....96.50
10/31/18 Benchmark Engineering, ZCI check # 2366, Met Dale at H.D.....~~6,362.50~~
11/01/18 Interest on Balance.....122.68
12/01/18 Interest on Balance: 18,331.68.....180.90
01/01/19 Interest on Balance: 18,512.58.....188.79
01/11/19 Benchmark Engineering, ZCI check # 2375, Met Dale at H.D.....~~925.00~~
02/01/19 Interest on Balance: 18,701.37 = 190.65, interest on 925.00 for 21 days = 6.30.....196.95
02/01/19 Benchmark Engineering, ZCI check # 2387, Met Dale at H.D ("advance" for staking).....~~2,000.00~~
03/01/19 Interest on Balance: 21,823.32 (19,823.32 [18,701.37 + 196.95 + 925.00] + 2000.00).....200.76
04/01/19 Interest on Balance of 22,024.08.....224.44
04/25/19 South Valley Sewer District, Bond (bond labeled non-refundable), ZCI chk#2454.....~~18,810.00~~
04/25/19 South Valley Sewer District, Fees, ZCI Chk# 2455.....~~2,384.00~~
05/01/19 Interest on Balance: 22,248.52 = 219.30 + interest on 21,194 from 4/25 = 41.82.....261.12
05/02/19 South Jordan Canal, chk #2456.....~~2500.00~~
06/01/19 Interest on Balance: 43,703.64 = 445.47 + Interest on 2500.00 from 5/2/19 = 24.60.....470.07
07/01/19 Interest on Balance (43,703.64 + 445.47 + 2500.00 + 24.60): 46,673.71.....460.20
08/01/19 Interest on Balance 47,133.91.....480.50
08/15/19 Pmt to Benchmark Eng & Land Surveying via ZCI chk # 2497 for Invoice # 14709 "Site Meetings".....~~225.00~~
09/01/19 Interest on Balance from 08/01/19, 47,614.41: 485.15, + interest on 225.00 from 8/15/19: 1.19.....486.34

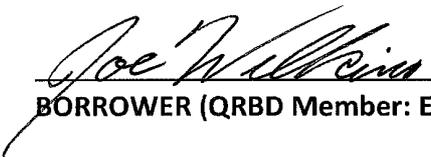
SCHEDULE "B" CONTINUED

10/01/19 Interest on Balance 48,325.75.....	476.70
11/01/19 Interest on Balance 48,802.45.....	497.24
12/01/19 Interest on Balance 49,299.69.....	486.30
01/01/20 Interest on Balance 49,785.99.....	507.47
02/01/20 Interest on Balance 50,293.46.....	512.43
03/01/20 Interest on Balance 50,805.89.....	484.30
03/07/20 2% Origination Fee per agreement on Additional Funding Amounts for Development.....	899.13
03/01/20 PAYOFF FOR ADDITIONAL FUNDING AMOUNTS FOR DEVELOPMENT: 52,189.32	



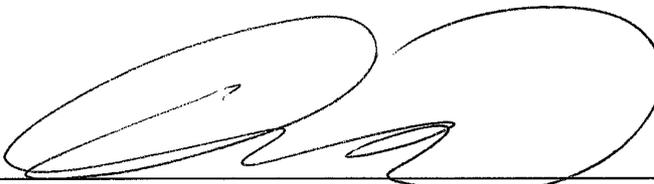
BORROWER (QRBD Member: AIC Development, Inc., by Andrade Christensen)

March 31 2020
 DATE



BORROWER (QRBD Member: Excel Homes, Inc., by Joe Wilkins)

3/31/2020
 DATE



LENDER (Zion Commercial Investment, LLC, by Byron Conrad)

03-31-20
 DATE

County of Utah)

) ss.

State of Utah)

On the **31st** day of **March, 2020**, before me, Dallas Todd, a notary public, personally appeared Joe Wilkins, Andrade Christensen, Byron Conrad the signers of the within instrument who duly acknowledged before me that they executed the same.

My Commission Expires: 4/11/2020

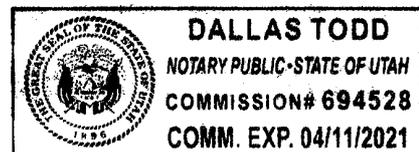


Exhibit "A"

Parcel #1: Beginning South 1787.69 feet and West 149.47 feet and South 12° 34' 38" West 201.46 feet and South 30° 20' 25" West 184.13 feet and South 19° 51' 57" West 115.74 feet and South 06° 23' 27" West 66.03 feet from the North quarter corner of Section 10, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence South 82° 48' West 325.84 feet to the East line of Camp Williams Road; thence South 04° 31' 05" East 116.05 feet; thence South 19° 08' West 385.24 feet, more or less; thence North 82° 41' 26" East 105.62 feet; thence South 08° 33' 37" East 105.47 feet; thence South 88° 55' 28" West 93.36 feet; thence North 84° 32' 23" West 56.54 feet; thence South 19° 08' West 2.98 feet, more or less; thence South 62° 31' 13" East 140.37 feet; thence South 51° 35' 09" East 56.78 feet; thence South 27° 30' 29" East 22.12 feet; thence North 80 feet; thence East 331.03 feet, more or less, to center line of canal; thence North 21° 17' 56" West 230.13 feet along said center line; thence North 11° 58' 29" East 126.76 feet; thence North 05° 25' 40" East 104.46 feet, more or less; thence East 228.79 feet, more or less; thence North 02° 51' 26" West 50.06 feet, more or less; thence West 220.48 feet, more or less, to center line of canal; thence North 06° 38' 11" East 160.34 feet, more or less; thence South 82° 48' West 15.87 feet, more or less, to the beginning.

LESS AND EXCEPTING: A parcel of land located in the Southwest quarter of Section 10, Township 4 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point which is South 00° 04' 16" West along the mid-section line 3,042.86 feet and West 321.48 feet from a found brass cap monument marking the North quarter corner of said Section 10, said point being the real point of beginning; thence South 89° 52' 08" West 222.00 feet; thence North 37° 00' 00" West 137.31 feet; thence East 277.42 feet; thence South 14° 00' 00" East 112.49 feet to the point of beginning.

ALSO LESS AND EXCEPTING any portion of the herein described property lying within the bounds of Camp Williams Road as conveyed to State Road Commission of Utah by that certain Warranty Deed recorded October 9, 1967 as Entry No. 2218211 in Book 2597 at Page 402 of official records.

ALSO LESS AND EXCEPTING that portion conveyed to the City of Bluffdale by that certain Warranty Deed recorded January 9, 2019 as Entry No. 12915908 in Book 10744 at Page 6358 of official records.

Parcel #1(a): A 12 foot wide access easement over and along an existing driveway for the purpose of ingress and egress, said access easement located in the Southwest quarter of Section 10, Township 4 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point which is South 00° 04' 16" West along the mid-section line 2,966.95 feet and West 601.16 feet from a found brass cap monument marking the North quarter corner of said Section 10, said point being the real point of beginning; thence North 81° 20' 00" West 202.95 feet to a point on the Easterly right of way line of Redwood Road; thence South 19° 03' 43" West 12.20 feet along said right of way line; thence South 81° 20' 00" East 217.44 feet; thence North 37° 00' 00" West 17.17 feet to the point of beginning.

Parcel #2: Beginning South 00° 04' 16" West 3042.86 feet and West 321.48 feet and South 89° 52' 08" West 222 feet from the North quarter corner of Section 10, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence West 70.71 feet, more or less; thence North 80 feet; thence East 10.16 feet, more or less; thence South 37° East 100.90 feet, more or less, to the beginning.

Parcel #3: Beginning South 00° 04' 16" West 3042.86 feet and West 321.48 feet from the North quarter corner of Section 10, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence North 14° West 82.92 feet, more or less; thence East 57.17 feet, more or less; thence Southeasterly 85.12 feet, more or less, along canal to a point 63.82 feet, more or less, East of the point of beginning; thence West 63.82 feet, more or less, to the beginning.