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AFTER RECORDING RETURN TO:
BRMK Lending, LLC
1420 5th Avenue Suite 2000
Seattle, WA 98101

13904445 B: 11313 P: 3279 Total Pages: 5
03/04/2022 03:44 PM By: ggasca Fees: \$40.00
AMEND- AMENDMENT
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: MOUNTAIN VIEW TITLE - OGDEN
5732 S 1475 E STE 100OGDEN, UT 844037006

Document Title: Second Amendment to Deed of Trust Security Agreement and Fixture Filing with Assignment of Leases and Rents
Reference Number(s) of Document Assigned or Released: 13412799, Book 11030, Page 6820
Grantor(s): Lusso Apartments, LLC, a Utah limited liability company
Grantee: BRMK LENDING, LLC, a Delaware limited liability company

**SECOND AMENDMENT TO DEED OF TRUST,
SECURITY AGREEMENT AND FIXTURE FILING WITH
ASSIGNMENT OF LEASES AND RENTS**

THIS SECOND AMENDMENT TO DEED OF TRUST (the "Second Amendment") is made this 4 day of March, 2022, between Lusso Apartments, LLC, a Utah limited liability company, as "Grantor," whose address is 111 East Broadway, Suite 380, Salt Lake City, UT 84111, to Mountain View Title & Escrow, Inc., "Trustee", 5732 South 1475 East #100, Ogden, UT 84403 for the benefit of BRMK LENDING, LLC, a Delaware limited liability company or assigns, "Beneficiary," whose address is 1420 5th Avenue, Suite 2000, Seattle, WA 98101, on the following terms:

1. The Real Property encumbered by this Second Amendment and the original Deed of Trust and First Amendment to Deed of Trust is as described property located in Salt Lake County, Utah:

See Attached "Exhibit A" For Legal Description.

PHYSICAL ADDRESS:

1010 West Learned Avenue, Salt Lake City, UT 84116
1025 West North Temple, Salt Lake City, UT 84116

ASSESSOR'S TAX PARCEL NO.: NEW SERIAL NUMBER: PARCLE 1:
08-35-377-019 AND PARCEL 2: 08-35-377-017 (for 08-35-377-010; 08-35-377-015; 08-35-377-011; 08-35-377-004; 08-35-377-005; 08-35-377-006; 08-35-377-008; 08-35-377-009)

2. The original Deed of Trust is recorded under Salt Lake County Entry File No. 13412799, Book 11030, Page 6820 (the "Deed of Trust")

3. The face amount of the Promissory Note secured by the Deed of Trust has been increased to \$31,432,993.00. Therefore, the amount secured by the Deed of Trust is hereby increased to \$31,432,993.00.

4. The purpose of this Second Amendment is to amend the amount secured by the Deed of Trust to \$31,432,993.00, together with such other and further additional advances as may be made by Beneficiary to Grantor. In all other respects the original Deed of Trust shall remain in full force and effect, and unchanged.

Signature Page to Follow

GRANTOR:

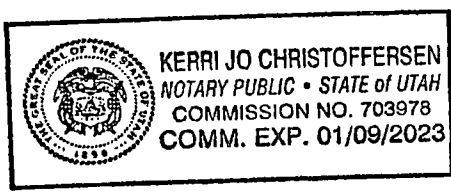
Lusso Apartments, LLC, a Utah limited liability company

By: [Signature] Member
Donovan Gilliland, Member

STATE OF Utah)
COUNTY OF Wasatch) §

I certify that I know or have satisfactory evidence that Donovan Gilliland is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Member of Lusso Apartments, LLC, a Utah limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

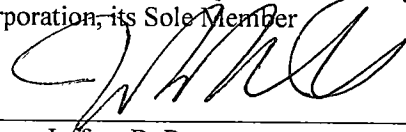


[Signature]
Print Name: Kerri Jo Christoffersen
NOTARY PUBLIC in and for the State of Utah, residing at: [Address]
My appointment expires: 1/9/23

BENEFICIARY

BRMK LENDING, LLC, a Delaware limited liability company

By: Broadmark Realty Capital Inc., a Maryland corporation, its Sole Member



By _____
Name: Jeffrey B. Pyatt
Title: President and Chief Executive Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that JEFFREY B. PYATT is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President and Chief Executive Officer of BROADMARK REALTY CAPITAL INC., the Sole Member of BRMK LENDING, LLC, to be the free and voluntary act and deed of such limited liability company, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on February 1, 2022.



(Signature of Notary)
KATHERINE BONET

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington
My Appointment Expires: 8-13-2023

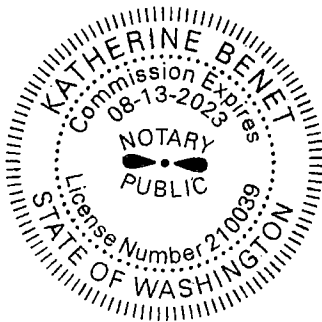


Exhibit "A"
Legal Description

PARCEL 1:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 2, BOTHWELL AND MCCONAUGHY SUBDIVISION; NORTH 89°59'47" WEST 136.59 FEET; NORTH 00°00'49" WEST 198.13 FEET; SOUTH 89°59'47" EAST 136.59 FEET; SOUTH 00°00'49" EAST 198.13 FEET TO THE BEGINNING (BEING ALL OF LOTS 1, 2, 3, 5 & 6) BLOCK 2, BOTHWELL AND MCCONAUGHY SUBDIVISION.)

PARCEL 2:

BEGGINING AT THE SOUTHEAST CORNER OF LOT 19, BLOCK 2, BOTHWELL AND MCCONAUGHY SUBDIVISION; NORTH 89°59'02' WEST 179.62 FEET; SOUTH 00°00'49' EAST 66.00 FEET; NORTH 89°59'47' WEST 2.00; NORTH 00°00'49' WEST 354.44; 89; SOUTH 89°59'02' EAST 181.62 FEET; SOUTH 00°00'49' EAST 288.40 FEET TO THE BEGINNING. (BEING A PART OF LOTS 10 THRU 19, BLOCK 2, BOTHWELL AND, MCCONAUGHY SUBDIVISION.)

NEW SERIAL NUMBER: PARCLE 1: 08-35-377-019 AND PARCEL 2: 08-35-377-017

Property Address: 1010 West Learned Avenue, Salt Lake City, UT 84116
1025 West North Temple, Salt Lake City, UT 84116