

WHEN RECORDED RETURN TO:
ZIONS BANCORPORATION, N.A.
Subordination Department
P.O. Box 30160,
Salt Lake City, UT 84130-0160
101 0001010003211719
APN 09-31-312-011-0000

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03/25/2022 11:18 AM By: ggasca Fees: \$40.00
SUPPLM- SUPPLEMENT, ETC.
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: WASATCH TITLE INSURANCE AGENCY, LLC
3980 SOUTH 700 EASTSALT LAKE CITY, UT 84107

**SUPPLEMENTAL DEED OF TRUST
& AMENDMENT TO
HOME EQUITY CREDIT LINE AGREEMENT AND DISCLOSURE**

This SUPPLEMENTAL DEED OF TRUST & AMENDMENT TO HOME EQUITY CREDIT LINE AGREEMENT AND DISCLOSURE is executed December 15, 2021, by and among BRIAN C. REUBEN AND JENNIFER REUBEN, HUSBAND AND WIFE AS JOINT TENANTS (the "Trustor") and BRIAN C. REUBEN, JENNIFER REUBEN, (the "Borrower") and ZIONS BANCORPORATION, N.A. DBA ZIONS BANK, successor by name change/merger to ZIONS BANK (the "Lender" and "Beneficiary").

WHEREAS, Borrower and Lender entered into that entered into that certain Home Equity Credit Line Agreement and Disclosure ("Credit Agreement") dated 9/30/2021 which provided for Lender to establish a credit line for Borrower of \$400,000.00 (the "Credit Limit"); and

WHEREAS, Trustor executed and delivered that certain Trust Deed dated 9/30/2021, which was recorded 10/27/2021 as Instrument No 13808608, in the office of the County Recorder/Clerk/Public Trustee of SALT LAKE County, UTAH (the "Trust Deed") which secures a Credit Agreement in the maximum principal amount of \$400,000.00 Dollars which covers real property locate in SALT LAKE County, State of UTAH, specifically described in the following attachment; specifically with

APN#: 09-31-312-011-0000
Address: 239 N EASTCAPITOL ST, SALT LAKE CITY, UT 84103, and

WHEREAS, Borrower(s) have requested that Lender modify the amount of the Credit Limit as hereinafter described and Lender has agreed to such request.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Trust Deed and Credit Agreement are hereby amended as follows:

1. The Credit Limit is modified from \$400,000.00 Dollars to \$332,141.00 Dollars.

Dispute Resolution. This section contains an arbitration clause, jury waiver, and a class action waiver. READ IT CAREFULLY. This dispute resolution provision shall supersede and replace any prior "Jury Waiver," "Judicial Reference," "Class Action Waiver," "Arbitration," "Dispute Resolution," or similar alternative dispute agreement or provision between or among the parties.

AGREEMENT TO ARBITRATE DISPUTES. The following section is an agreement to arbitrate disputes between the parties that may arise from this Agreement or any aspect of our business relationships (“Arbitration Clause”). Each party agrees that it, he or she shall have the right, but not the obligation, to require any Dispute between us be resolved by arbitration. “Dispute” means any claim, dispute or controversy by either party against the other arising from or relating in any way to this Agreement, any other agreement between us, or any aspect of our business relationships whether or not related to the subject matter of this Agreement. Disputes include, but are not limited to, claims, disputes or controversies that arise from deposit accounts, applications for or denials of credit, promises and representations we make to each other, the adequacy of disclosures we make to each other, compliance with applicable laws and/or regulations, the performance and enforcement of any and all obligations we have to each other, alleged torts, and matters involving either of our employees, agents, affiliates, or assigns. However, Disputes do not include the validity, enforceability, meaning, or scope of this Arbitration Clause. The arbitrator shall have no authority to determine the validity, enforceability, meaning and scope of this Arbitration Clause and those matters may be determined only by a court. Because it is both of our intention that Disputes be resolved in arbitration, if either of us elects to arbitrate a Dispute, we both agree that if a third party (such as a credit reporting agency, merchant accepting a credit card, junior lienholder or title company) is a party to any Dispute between us, we each will consent to including the third party in the arbitration proceeding and resolving the Dispute with the third party through arbitration. **BY AGREEING TO RESOLVE FUTURE DISPUTES IN ARBITRATION, THE PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT.**

A demand for arbitration may be made either before or after a lawsuit or other legal proceeding (a “Lawsuit”) begins. If a Lawsuit has begun, a party shall be entitled to move the court for an order compelling arbitration and staying or dismissing the Lawsuit pending arbitration (an “Arbitration Order”). Such motion shall be made within 30 days following the service of a complaint, third-party complaint, cross-claim or counterclaim or any answer thereto, any amendment to any of the above served in the Lawsuit, or a ruling or entry of an order in the Lawsuit that has the effect of invalidating any jury trial waiver agreement (any of the foregoing, an “Arbitration Event”). Each party agrees that a party that commenced or participated in the Lawsuit may demand arbitration of a Dispute after an Arbitration Event, and that the commencement or participation in the Lawsuit shall not operate as a waiver of the right to compel arbitration. After entry of an Arbitration Order, the non-moving party shall commence arbitration. The moving party shall, at its discretion, also be entitled to commence arbitration but is under no obligation to do so, and the moving party shall not in any way be adversely prejudiced by electing not to commence arbitration.

Arbitration under this provision shall be conducted before a single arbitrator through either the National Arbitration Forum (“NAF”) or JAMS, as selected by the initiating party, in accordance with the rules of NAF or JAMS (the “Administrator”). However, if the parties agree, a licensed attorney may be selected by the parties to conduct the arbitration without an Administrator. If NAF and JAMS both decline to administer arbitration of the Dispute, and if the parties are unable to mutually agree upon a licensed attorney to act as arbitrator without an Administrator, then either party may file a Lawsuit and move for an Arbitration Order and designation of an administrator. The arbitrator, howsoever appointed, shall have expertise in the subject matter of the Dispute. Venue for the arbitration proceeding shall be as stated elsewhere in this Agreement with respect to any judicial proceedings between the parties. Absent such a provision, the arbitration shall be conducted at a location determined by mutual agreement of the parties or by the Administrator if no agreement can be reached. The arbitrator shall apply the law of the state specified in the agreement giving rise to the Dispute. In any arbitration commenced by a consumer regarding a consumer Dispute, Lender or Bank shall pay one half of the Administrator’s initial filing fee, up to \$500. If Lender or Bank commences arbitration or is the moving party obtaining an Arbitration Order, Lender or Bank shall pay all Administrator and arbitrator fees, regardless of whether or not the consumer is the prevailing party in such arbitration, unless such Dispute involves a claim for damages by a consumer and is found by the arbitrator to be frivolous. For this paragraph, “consumer Dispute” shall mean a Dispute involving credit or services provided by Lender or Bank, primarily for personal, family or household purposes, in which the claim for damages is less than \$75,000.

The Administrator and the arbitrator shall have the authority, to the extent practicable, to take any reasonable action to require the arbitration proceeding to be completed within 180 days of commencing the arbitration. The arbitrator: (i) will render a decision and any award applying applicable law; (ii) will hear and rule on appropriate dispositive motions for judgment on the pleadings, for failure to state a claim, or for full or partial summary judgment; (iii) will give effect to any statutory or contractual limitations period (e.g., any statute of limitations) in determining any Dispute or defense; (iv) shall have the authority to impose sanctions on any party that fails to comply with time periods imposed by the Administrator or the arbitrator, including, without limitation, the sanction of entering a final award against the party that fails to comply; (v) shall have authority to award costs and fees (including attorneys' fees and costs, arbitration administration fees and costs, and arbitrator(s)' fees) to the extent permitted by law; (vi) shall recognize and honor claims of privilege recognized at law; and (vii) with regard to motions and the arbitration hearing, shall apply the Federal Rules of Evidence. The doctrines of compulsory counterclaim, res judicata, and collateral estoppel shall apply to any arbitration proceeding hereunder.

Commencement of an arbitration by any party shall not prevent any party from at any time (i) seeking and obtaining from a court of competent jurisdiction (notwithstanding ongoing arbitration) provisional or ancillary remedies including but not limited to injunctive relief, temporary restraining orders, property preservation orders, foreclosure, sequestration, eviction, attachment, replevin, garnishment, and/or the appointment of a receiver; or (ii) availing itself of any self-help remedies such as setoff and repossession rights or non-judicial foreclosure of collateral. The exercise of such rights shall not constitute a waiver of the right to submit any Dispute to arbitration.

Judgment upon an arbitration award may be entered in any court having jurisdiction except that, if the arbitration award exceeds \$200,000, any party shall be entitled to a de novo appeal of the award before a panel of three arbitrators. To allow for such appeal, if the award (including Administrator, arbitrator, and attorney's fees and costs) exceeds \$200,000, the arbitrator will issue a written, reasoned decision supporting the award, including a statement of authority and its application to the Dispute. A request for de novo appeal must be filed with the arbitrator within 30 days following the date of the arbitration award; if such a request is not made within that time period, the arbitration award shall become final and binding. On appeal, the arbitrators shall review the award de novo, meaning that they shall reach their own findings of fact and conclusions of law rather than deferring in any manner to the original arbitrator. Appeal of an arbitration award shall be pursuant to the rules of the Administrator; if the Administrator has no such rules, then the JAMS arbitration appellate rules shall apply.

To request information on how to submit an arbitration claim, or to request a copy of an Administrator's rules or fee schedule, please contact the Administrators as follows: JAMS: 1920 Main St., Suite 300, Irvine, CA 92614, Phone: (949) 224-1810, Fax: (949) 224-1818, E-mail: info@jamsadr.com, Website: www.jamsadr.com; NAF: National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405-0191, Phone (800) 474-2371, E-Mail: info@adrforum.com, Website: www.adrforum.com.

Arbitration under this provision concerns a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. If the terms of this Arbitration Clause vary from the Administrator's rules, this Clause shall control. This Arbitration Clause shall survive any termination, amendment, or expiration of this Agreement, or any other relationship between the parties. This Arbitration Clause shall supersede any prior arbitration agreement between or among the parties.

JURY TRIAL WAIVER. Each party waives its, his or her respective rights to have Disputes resolved by a jury trial. Any Dispute that is not resolved by arbitration shall be resolved by a judge sitting without a jury.

CLASS ACTION WAIVER. By accepting this Agreement, each party agrees to waive the right to initiate or participate in a class action, representative action, private attorney-general litigation or consolidated arbitration related to this Agreement or any of the relationships between us. Each party agrees that it, he or she will not request, and that no arbitrator or court may order, permit or certify, a class action, representative action, private attorney-general litigation or consolidated arbitration in connection with any Dispute. No arbitrator or court may consolidate or join a Dispute with the claims or disputes of others, unless each party hereto consents to such joinder in writing.

Reliance. Each party (i) certifies that no one has represented to such party that the other party would not seek to enforce jury and class action waivers in the event of suit, and (ii) acknowledges that it and the other party have been induced to enter into this Agreement by, among other things, the mutual waivers, agreements, and certifications in this section.

WAIVER OF DEFENSES AND RELEASE OF CLAIMS. The undersigned hereby (i) represents that neither the undersigned nor any affiliate or principal of the undersigned has any defenses to or setoffs against any Indebtedness or other obligations owing by the undersigned, or by the undersigned's affiliates or principals, to Lender or Lender's affiliates (the "Obligations", nor any claims against Lender or Lender's affiliates for any matter whatsoever, related or unrelated to the Obligations, and (ii) releases Lender and Lender's affiliates, officers, directors, employees and agents from all claims, causes of action, and costs, in law or equity, known or unknown, whether or not matured or contingent, existing as of the date hereof that the undersigned has or may have by reason of any matter of any conceivable kind or character whatsoever, related or unrelated to the Obligations, including the subject matter of this Agreement.

Except as amended herein, all the obligations, terms and conditions of the Trust Deed and Credit Agreement remain in full force and effect and are applicable to the provisions hereof.

IN WITNESS WHEREOF, Borrower, Trustor and Lender have executed this Supplemental Deed of Trust & Amendment to Home Equity Credit Line Agreement and Disclosure as the date of the date and year first above written.

TRUSTOR:

BORROWER:



BRIAN C. REUBEN



JENNIFER REUBEN

LENDER:

ZIONS BANCORPORATION, N.A. dba ZIONS BANK successor by name change/merger to ZIONS BANK



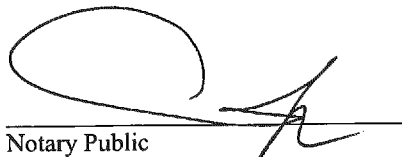
MARK HEWITT
VICE PRESIDENT

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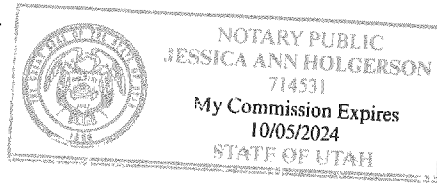
STATE OF UTAH
COUNTY OF SALT LAKE

On December 15, 2021, before me Jessica Ann Holgerson a Notary Public in and for said County and State, personally appeared, MARK HEWITT, VICE PRESIDENT of ZIONS BANCORPORATION, N.A., successor by name change/merger to ZIONS BANK, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in their authorized capacity, and that his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public

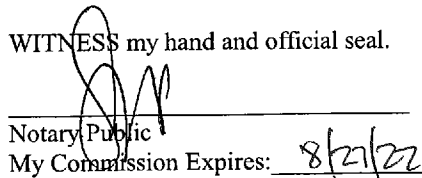


STATE OF UTAH

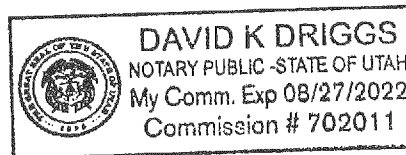
COUNTY OF SALT LAKE :SS

On 3/14/22 before me DAVID K. DRIGGS a Notary Public in and for said County and State, personally appeared BRIAN C. REUBEN AND JENNIFER REUBEN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in their authorized capacity(ies), and that his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public
My Commission Expires: 8/27/22



SCHEDULE A

This SCHEDULE A is attached to and by this reference is made a part of the Deed of Trust, dated September 30, 2021, and executed in connection with a loan or other financial accommodations between ZIONS BANCORPORATION, N.A. DBA ZIONS FIRST NATIONAL BANK and BRIAN C REUBEN.

THAT CERTAIN PIECE OR PARCEL OF LAND, AND THE BUILDINGS AND IMPROVEMENTS

THEREON, KNOWN AS: 239 N EASTCAPITOL ST

IN THE TOWN OF: SALT LAKE CITY

COUNTY OF: SALT LAKE

AND STATE OF: UT

LEGAL DESCRIPTION:

BEGINNING AT A POINT 72.86 FEET EAST FROM THE NORTHWEST CORNER OF LOT 3, BLOCK 1, PLAT "K", SALT LAKE CITY SURVEY; AND RUNNING THENCE EAST 205.29 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 15 FEET, A DISTANCE OF 36.52 FEET; THENCE SOUTH 49°30' WEST 44.79 FEET THENCE WEST 117.96 FEET MORE OR LESS TO THE WEST LINE OF SAID LOT 2, BLOCK 1, PLAT "K"; THENCE SOUTH 44.50 FEET; THENCE WEST 63 FEET; THENCE NORTH TO THE POINT OF BEGINNING.