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ENT 10168:2016 PG 1 of 4
JEFFERY SMITH
UTAH COUNTY RECORDER
2016 Feb 05 3:54 pm FEE 16.00 BY EQ
RECORDED FOR CT LIEN SOLUTIONS

WHEN RECORDED RETURN TO:

RECORD & RETURN TO 13473
CT LIEN SOLUTIONS
P.O. BOX 28071
Glendale, CA 91209-9071
52417245-UT49-Utah



Deed of Trust Amendment

This Deed of Trust Amendment ("Amendment") is dated as of December 7, 2015, between GARFF PROPERTIES, LLC, whose address is 597 East 1000 South, American Fork, UT 84003 (the "Trustor"), and JPMorgan Chase Bank, N.A., whose address is 201 N. Central Ave., Floor 26, Phoenix, AZ 85004-0073 and its successors and assigns (the "Beneficiary").

The Trustor has previously executed and delivered to JPMorgan Chase Bank, N.A., as trustee for the benefit of the Beneficiary, a Deed Of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement, dated December 7, 2005 and recorded on December 20, 2005 in Book 146956:2005, Page Pages 1-13, Utah County Records (as amended and replaced from time to time, the "Deed of Trust"). The Deed of Trust encumbers the real property, and all the buildings, structures and improvements on it, described as:

Located in the City of American Fork, County of Utah, State of Utah:

All of Site 2, AMERICAN FORK AUTO MALL, American Fork, Utah,
according to the official plat thereof, on file and of record in the office of
the Utah County Recorder

(the "Premises").

Commonly known as 597 East 1000 South, American Fork, Utah 84003.

The Trustor and Beneficiary desire to amend the Deed of Trust to secure additional obligations of the Trustor to the Beneficiary, and to amend and restate the description of the Liabilities secured by the Deed of Trust.

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Trustor and the Beneficiary agree as follows:

1. The Deed of Trust is hereby amended by amending and restating that certain paragraph of the Deed of Trust which defines the term "Liabilities" in the Deed of Trust, including, without limitation, all subparagraphs thereof, in its entirety and by replacing it with the following.

The term "Liabilities" means all indebtedness, liabilities and obligations of every kind and character of each "Borrower" (hereinafter defined) to the Beneficiary, whether the indebtedness, liabilities and obligations are individual, joint or several, contingent or otherwise, now or hereafter existing, including, without limitation, all liabilities, interest, costs and fees, arising under or from any note, open account, overdraft, credit card, lease, Rate Management Transaction, letter of credit application, endorsement, surety agreement, guaranty, acceptance, foreign exchange contract or depository service contract, whether payable to the Beneficiary or to a third party and subsequently acquired by the Beneficiary, any monetary obligations (including interest) incurred or accrued during the pendency of any bankruptcy, insolvency, receivership or other similar proceedings, regardless of whether allowed or allowable in such proceeding, and all renewals, extensions, modifications, consolidations, rearrangements, restatements, replacements or substitutions of any of the foregoing. The Trustor and the Beneficiary specifically contemplate that Liabilities include indebtedness hereafter incurred by the Borrower to the Beneficiary. The term "Liabilities" includes, without limitation, the following:

- (1) That certain Term Note dated as of December 7, 2015, in the original principal amount of Four Million Sixty-One Thousand Four Hundred Ninety-Nine and 00/100 Dollars (\$4,061,499.00), executed and delivered by Garff Properties, LLC (the "Borrower") to the Beneficiary, which Term Note evidences a renewal, extension and modification of Liabilities in the principal amount of \$5,120,000.00 previously secured by this Deed of Trust and further evidences a renewal, extension and modification of Liabilities in the principal amount of \$5,120,000.00 previously secured by this Deed of Trust; and
- (2) The performance of all of the promises and agreements contained in this Deed of Trust.

2. Trustor hereby MORTGAGES, GRANTS, CONVEYS AND WARRANTS to the Beneficiary all of the Beneficiary's right, title and interest, now owned or hereafter acquired, in the Premises, to secure all of the "Liabilities" (as the definition of that term has been amended by this Deed of Trust Amendment).

3. The Trustor will execute and deliver all further instruments, and shall take all other actions, as in the sole opinion of the Beneficiary are necessary or desirable to effect the intent of this Amendment.

4. Except as amended by this Amendment, all terms of the Deed of Trust are confirmed and ratified by the Trustor and the Beneficiary as if they were fully set forth in this Amendment.

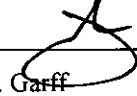
5. Governing Law and Venue. This Amendment shall be governed by and construed in accordance with the laws of the State of Utah (without giving effect to its laws of conflicts); provided, however, that if the real estate that is the subject of this Amendment is located in another state, the laws of such other state shall govern the validity, enforceability, perfection, priority, construction, effect, enforcement and remedies with respect to this Amendment, but nothing herein shall be construed to provide that the laws of any state other than the State of Utah shall apply to the obligations and indebtedness secured by this Amendment. The Trustor agrees that any legal action or proceeding with respect to any of its obligations under this Amendment may be brought by the Beneficiary in any state or federal court located in the State of Utah, as the Beneficiary in its sole discretion may elect. By the execution and delivery of this Amendment, the Trustor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Trustor waives any claim that the State of Utah is not a convenient forum or the proper venue for any such suit, action or proceeding.

6. WAIVER OF SPECIAL DAMAGES. THE TRUSTOR WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE BENEFICIARY IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

JURY WAIVER. TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE TRUSTOR AND THE BENEFICIARY (BY THEIR ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE TRUSTOR AND THE BENEFICIARY ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE BENEFICIARY TO PROVIDE THE FINANCING DESCRIBED HEREIN.

Trustor:

GARFF PROPERTIES, LLC

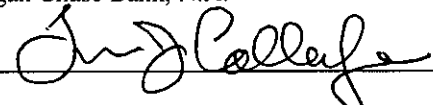
By:  _____

John K. Garff
Printed Name

Manager
Title

Beneficiary:

JPMorgan Chase Bank, N.A.

By:  _____

Travis Colledge
Printed Name

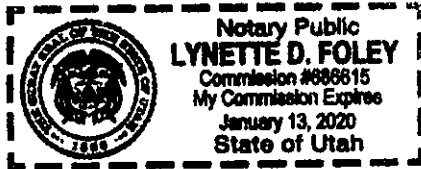
Vice President
Title

State of Utah)
County of Salt Lake) ss

The foregoing instrument was acknowledged before me on Jan 28, 2016, by John K. Garth

Given under my hand and notarial seal this 28 day of January, 2016.

Lynette D. Foley, Notary Public
My Commission expires: 1-13-2020



State of Utah)
County of Salt Lake) ss

The foregoing instrument was acknowledged before me on Jan 28, 2016, by Travis J. Colledge
~~Karen Higbee~~

Given under my hand and notarial seal this 28th day of January, 2016.

[Signature], Notary Public
My Commission expires: Sep 27, 2016

