

11769456  
12/3/2013 3:12:00 PM \$18.00  
Book - 10196 Pg - 7487-7491  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 5 P.

Tax Serial Number:  
21-13-176-019

RECORDATION REQUESTED BY:  
ZIONS FIRST NATIONAL BANK  
HOLLADAY FINANCIAL CENTER  
4641 SOUTH 2300 EAST  
SALT LAKE CITY, UT 84117

WHEN RECORDED MAIL TO:  
Zions First National Bank  
Loan Servicing Group - UT RDWG 0187  
2460 South 3270 West  
West Valley City, UT 84119

377440-A AH

FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST



\*00000000000009004073511292013\*

THIS MODIFICATION OF DEED OF TRUST dated November 29, 2013, is made and executed between TRAVEL 1, LC, a Utah limited liability company, whose address is 5588 SOUTH GREEN STREET SUITE 300, MURRAY, UT 84123-5798 ("Trustor") and ZIONS FIRST NATIONAL BANK, whose address is HOLLADAY FINANCIAL CENTER, 4641 SOUTH 2300 EAST, SALT LAKE CITY, UT 84117 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated September 8, 2006 (the "Deed of Trust") which has been recorded in SALT LAKE County, State of Utah, as follows:

Recorded October 2, 2006 as Entry No. 9863037 in the Salt Lake County Recorder's office, State of Utah.

**MODIFICATION OF DEED OF TRUST  
(Continued)**

Loan No: 9004

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**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in SALT LAKE County, State of Utah:

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 5588 SOUTH GREEN STREET, MURRAY, UT 84123. The Real Property tax identification number is 21-13-176-019.

**MODIFICATION.** Lender and Trustor hereby modify the Deed of Trust as follows:

**The original Promissory Note dated January 4, 2013 is hereby renewed and new funds advanced by Lender to Borrower pursuant to that certain Promissory Note dated November 29, 2013, reflecting a current principal due of \$2,000,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidation of, and substitutions for these promissory notes or any loan agreements.**

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED NOVEMBER 29, 2013.**

**TRUSTOR:**

TRAVEL1, LC

By: 

MICHAEL A. CAMERON, Manager of TRAVEL1, LC

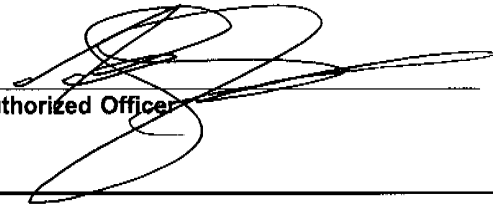
MODIFICATION OF DEED OF TRUST  
(Continued)

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LENDER:

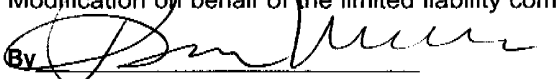
ZIONS FIRST NATIONAL BANK

X   
Authorized Officer

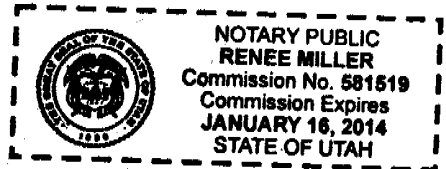
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah )  
 ) SS  
COUNTY OF Salt Lake )

On this 30<sup>th</sup> day of November, 20 13, before me, the undersigned Notary Public, personally appeared **MICHAEL A. CAMERON, Manager of TRAVEL1, LC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By   
Notary Public in and for the State of Utah

Residing at Salt Lake  
My commission expires 1-16-14



MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 9004

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LENDER ACKNOWLEDGMENT

STATE OF Utah )  
 ) SS  
COUNTY OF Salt Lake )

On this 30th day of November, 20 13, before me, the undersigned Notary Public, personally appeared Andy Boyce and known to me to be the ~~Commercial Loan Officer~~ authorized agent for **ZIONS FIRST NATIONAL BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **ZIONS FIRST NATIONAL BANK**, duly authorized by **ZIONS FIRST NATIONAL BANK** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **ZIONS FIRST NATIONAL BANK**.

By [Signature]  
Notary Public in and for the State of Utah

Residing at Salt Lake  
My commission expires 1-16-14

LASER PRO Lending, Ver. 13.2.0.016 Copr. Harland Financial Solutions, Inc. 1997, 2013. All Rights Reserved. - UT C:\COMML\CFILPL\G202.FC TR-149661 PR-ZSCL

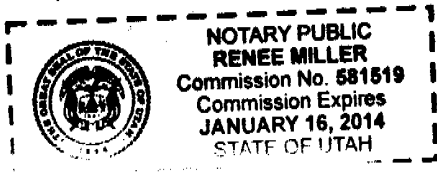


EXHIBIT "A"

BEGINNING AT THE SOUTHEAST CORNER OF PROPERTY CONVEYED TO REBAKE, A UTAH GENERAL PARTNERSHIP, BY WARRANTY DEED RECORDED JULY 11, 1980 AS ENTRY NO. 3452623 IN BOOK 5122 AT PAGE 164 OF OFFICIAL RECORDS, SAID POINT BEING ON THE WEST LINE OF A MONUMENTED FRONTAGE STREET (GREEN STREET), 500.7 FEET SOUTH AND 582 FEET WEST AND SOUTH 4°23'25" WEST 539.3 FEET FROM THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 4°23'25" WEST ALONG THE WEST LINE OF GREEN STREET, 283.02 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF PROPERTY CONVEYED TO WJH INVESTMENT COMPANY, A LIMITED PARTNERSHIP, BY WARRANTY DEED RECORDED AUGUST 2, 1979 AS ENTRY NO. 3316392 IN BOOK 4914 AT PAGE 318 OF OFFICIAL RECORDS; THENCE ALONG THE NORTH LINE OF SAID WJH PROPERTY, SOUTH 89°25'00" WEST 317 FEET, MORE OR LESS; THENCE NORTH 1'13" WEST 281 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE SAID REBAKE PARCEL; THENCE SOUTH 89°45'30" EAST 343.54 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.