

11773615  
12/11/2013 1:35:00 PM \$12.00  
Book - 10198 Pg - 4015-4016  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FOUNDERS TITLE  
BY: eCASH, DEPUTY - EF 2 P.

RECORDATION REQUESTED BY:

Crown Bank  
Minneapolis Office  
601 Marquette Avenue #125  
Minneapolis, MN 55402

WHEN RECORDED MAIL TO:

Crown Bank  
Minneapolis Office  
601 Marquette Avenue #125  
Minneapolis, MN 55402

F-71284  
Tax ID No. 16-30-305-011

FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated December 9, 2013, is made and executed between SOUTH LAKE VILLA INVESTMENTS LP A UTAH LIMITED PARTNERSHIP ("Trustor") and Crown Bank, whose address is Minneapolis Office, 601 Marquette Avenue #125, Minneapolis, MN 55402 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated April 30, 2007 (the "Deed of Trust") which has been recorded in SALT LAKE County, State of Utah, as follows:

ELECTRONICALLY RECORDED BY FOUNDERS TITLE COMPANY ON MAY 1, 2007 AS ENTRY NO. 10084947.

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

BEGINNING AT A POINT 12.45 FEET NORTH 356.97 FEET EAST OF THE NORTHWEST CORNER OF LOT 3, BLOCK 32, 10 ACRE PLAT "A", BIG FIELD SURVEY, AND RUNNING THENCE EAST 350 FEET, THENCE SOUTH 187.71 FEET, THENCE WEST 150 FEET, THENCE SOUTH 62.42 FEET, THENCE WEST 186.785 FEET, THENCE NORTH 62.42 FEET, THENCE WEST 13.215 FEET, THENCE NORTH 187.71 FEET BACK TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as 3131 SOUTH 500E, SALT LAKE CITY, UT 84115.

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

THE DEED OF TRUST IS BEING INCREASED FROM \$1,500,000.00 TO \$2,000,000.00.

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 DECEMBER 9, 2013.

TRUSTOR:

SOUTH LAKE VILLA INVESTMENTS LP

By: 

BRIAN SELLERS, General Partner of SOUTH LAKE VILLA INVESTMENTS LP

LENDER:

CROWN BANK

X

\_\_\_\_\_  
Authorized Officer

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 5070305

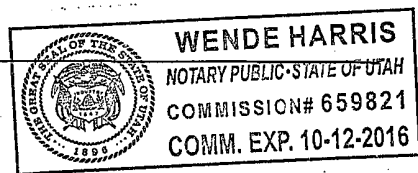
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PARTNERSHIP ACKNOWLEDGMENT

STATE OF UTAH )  
 ) SS  
COUNTY OF SALT LAKE )

On this 10th day of December, 20 13, before me, the undersigned Notary Public, personally appeared BRIAN SELLERS, General Partner of SOUTH LAKE VILLA INVESTMENTS LP, and known to me to be a partner or designated agent of the partnership that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership 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 partnership.

By *Wende Harris* Residing at Salt Lake City, Utah  
Notary Public in and for the State of Utah My commission expires 10-12-2016



LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, authorized agent for Crown Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Crown Bank, duly authorized by Crown 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 Crown Bank.

By \_\_\_\_\_ Residing at \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_ My commission expires \_\_\_\_\_