

mtc 246820

WHEN RECORDED MAIL TO:

Zions First National Bank
Real Estate Banking Group
One South Main Street, Suite 470
Salt Lake City, UT 84133

12461011
1/25/2017 10:53:00 AM \$20.00
Book - 10523 Pg - 5102-5105
Gary W. Ott
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 4 P.

**MODIFICATION OF TERM LOAN TRUST DEED, ASSIGNMENT
OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

THIS MODIFICATION OF TERM LOAN TRUST DEED, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING dated this 4th day of January 2017 ("Modification"), is made and executed between **DUMAR, LLC**, a Utah limited liability company ("Trustor"), **ZB, N.A. dba ZIONS FIRST NATIONAL BANK** ("Trustee") and **ZB, N.A. dba ZIONS FIRST NATIONAL BANK**, ("Beneficiary").

THAT WHEREAS, the Beneficiary and Dumar, LLC, a Utah limited liability company ("Borrower") entered into a loan evidenced by a Term Loan Agreement dated August 24, 2015 ("Original Loan Agreement"), whereby Beneficiary agreed to make a loan to Borrower ("Original Loan"), dated August 24, 2015, evidenced by, among other things, a Promissory Note dated August 24, 2015 ("Original Note");

AND WHEREAS, the Beneficiary and Borrower agreed under certain terms and conditions to restructure the Original Loan Agreement, Original Loan, Original Note and original loan documents, including without limitation, to decrease the principal amount of the Original Loan to One Million Six Hundred Seventy-Four Thousand Dollars (\$1,674,000.00) in accordance with a Loan Modification Agreement and a Substitute Promissory Note dated the October 8, 2015;

AND WHEREAS, the Trustor executed in favor of Beneficiary, a Term Loan Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing, dated August 24, 2015, which was not recorded; and amended and restated by Amended and Restated Term Loan Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing, dated October 8, 2015, and recorded on October 15, 2015, as entry number 1215817, in Book 10370 at Pages 5994-6020 (the "Deed of Trust") in Salt Lake County, State of Utah, covering the following described property:

Lots 2 through 5, Academy Office Park, according to the official plat map recorded in the Office of the Salt Lake County Recorder, State of Utah.

AND WHEREAS, after the date of the recording of the Deed of Trust, the legal description of said property was modified,

AND WHEREAS, the Beneficiary and Trustor hereto desire to modify and supplement said Deed of Trust to contain the current legal description.

NOW WHEREFORE, in exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Borrower and Beneficiary hereby agree to modify the Deed of Trust as follows:

ARTICLE 1 GRANT AND CONVEYANCE

1.1 General Grant. The Trustor hereby assigns, grants, bargains, sells, conveys, warrants, and transfers to Trustee in trust, for the benefit of Beneficiary, with the power of sale, and right of entry and possession, the following described real property.

1.1.1 Real Property. All of the right, title, interest and estate of Trustor, now owned or hereafter acquired, in and to the real property located Salt Lake County, State of Utah, as more particular described as follows:

The North 224.62 feet of Lot 2A, All of Lots 3A, 4A and 5A, Academy Office Park Amended - Amending Lots 1 thru 5 of Academy Office Park, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

Less and excepting therefrom the following described parcel:

A parcel of land in fee for the construction of a highway known as Project No. S-0154(70)1, being part of Lots 2A, 3A, 4A and 5A of the Academy Office Park Amended subdivision, recorded as Entry No. 12352399, Book 2016P, Page 210, in the Salt Lake County Recorder's Office, a subdivision in Lot 3 of Section 1, Township 4 South, Range 1 West, Salt Lake Base & Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Northeast corner of said Lot 5A in the southerly right of way line of the existing 13490 South Street which corner is 95.10 feet North 89°58'34" West (94.48 feet N.89°58'27"W. by record) along the north line of said Section 1 and 646.36 feet South (643.60 feet by record) from the North Quarter Corner of said Section 1, said corner is also approximately 52.50 feet perpendicularly distant southerly from the 600 West Street Control Line opposite engineer station 378+93.74; and running thence South 00°02'15" West (S.00°03'47"W. by record) 0.50 feet along the easterly line of said Lot 5A to a line parallel with and 53.00 feet perpendicularly distant southerly from said control line; thence North 89°49'22" West 851.71 feet along said parallel line to a point in the westerly line of Lot 2A; thence North 00°56'16" East (N.00°58'47"E. by record) 0.50 feet along said westerly lot line to said southerly right of way line; thence South 89°49'22" East 851.70 feet (S.89°49'48"E. 852.17 feet by record) along said southerly right of way line to the point of beginning.

(Tax Serial Nos. for 2017 will be 33-01-128-002 (Lot 2A); 33-01-128-004 (3A); 33-01-128-005; and 33-01-128-006. Tax Serial Nos. for 2016 are 33-01-126-004; 33-01-126-005; 33-01-126-006; and 33-01-126-007.)

IT IS FURTHER AGREED, Trustor agrees to perform all the covenants, agreements, and obligations of the Deed of Trust and to be bound by all the covenants

and conditions of the Deed of Trust as though the Deed of Trust had originally been made, executed, and delivered by Trustor. Except as expressly modified above, the terms of the Deed of Trust shall remain unchanged and in full force and effect, except that portion of the Trust Estate in the Deed of Trust that has been released as Collateral.

Consent by Beneficiary to this Modification does not waive Beneficiary's right to require strict performance of the Deed of Trust as changed above nor obligate Beneficiary to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the Note or other credit agreement (as defined in the Deed of Trust) secured by the Deed of Trust.

It is the intention of Beneficiary 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 Beneficiary 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 Beneficiary 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.

IN WITNESS WHEREOF, Beneficiary, Trustee and Trustor acknowledges having read all the provisions of this Modification and agrees to its terms. And the Parties hereto have executed this Modification on the Date set forth above.

TRUSTOR:

DUMAR, LLC,

By: 

Its: managing member

BENEFICIARY AND TRUSTEE:

ZB, N.A. dba ZIONS FIRST NATIONAL BANK

X 

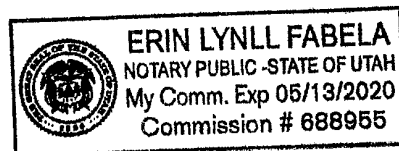
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On this 3rd day of January, 2017, before me, the undersigned Notary Public, personally appeared Duane Shan, and known to me to be the managing member of Ata Dumar LLC, a Utah limited liability company, and known to me to be a member or designated agent of the limited liability company that executed the instrument and acknowledged this instrument 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 instrument and in fact executed the instrument on behalf of the limited liability company.

Erin Lynll Fabela
NOTARY PUBLIC



LENDER ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On this 4th day of January, 2017, before me, the undersigned Notary Public, personally appeared Jason ShurHeff and known to me to be the Vice President, authorized agent for ZB, N.A., dba 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 ZB, N.A., dba 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 ZB, N.A., dba ZIONS FIRST NATIONAL BANK.

[Signature]
NOTARY PUBLIC

