

12499953
3/21/2017 4:24:00 PM \$17.00
Book - 10540 Pg - 1027-1029
Gary W. Ott
Recorder, Salt Lake County, UT
FOUNDERS TITLE
BY: eCASH, DEPUTY - EF 3 P.

Tax Serial Number:
27-17-176-018 AND 27-17-176-009

RECORDATION REQUESTED BY:
RELIANCE BANK
COMMERCIAL LOAN DEPARTMENT
10401 CLAYTON ROAD
FRONTENAC, MO 63131

WHEN RECORDED MAIL TO:
RELIANCE BANK
COMMERCIAL LOAN DEPARTMENT
10401 CLAYTON ROAD
FRONTENAC, MO 63131

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated December 15, 2016, is made and executed between JORDAN PARKWAY MEMBERS, LLC, whose address is 7800 FORSYTH BLVD., CLAYTON, MO 63105-3311; A MISSOURI LIMITED LIABILITY COMPANY ("Trustor") and RELIANCE BANK, whose address is COMMERCIAL LOAN DEPARTMENT, 10401 CLAYTON ROAD, FRONTENAC, MO 63131 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated December 31, 2015 (the "Deed of Trust") which has been recorded in SALT LAKE County, State of Utah, as follows:

RECORDED ON DECEMBER 31, 2015 AS INSTRUMENT 12198088 IN BOOK 10392 AT PAGE 4138.

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 3709 3731 W SOUTH JORDAN PKWY, SOUTH JORDAN, UT 84009-5603. The Real Property tax identification number is 27-17-176-018 AND 27-17-176-009.

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

A) LENDER IS PROVIDING BORROWER 'NEW MONIES' TOTALING \$2,751,733, OF WHICH \$9,230.00 IS FOR ASSOCIATED FEES AND COSTS RELATED TO THIS MODIFICATION AND THE REMAINING \$2,742,503.00 SHALL BE DISBURSED BY LENDER DIRECTLY TO BORROWER AS FURTHER OUTLINED WITHIN THE LOAN DOCUMENTS,

B) THE PRINCIPAL AMOUNT OF THE NOTE IS NOW \$5,984,341.45, AND

C) THE MATURITY DATE OF THE NOTE IS NOW DECEMBER 10, 2021.

ALL OTHER TERMS AND CONDITIONS ARE UNCHANGED AND REMAIN THE SAME

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 endorser 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 15, 2016.

TRUSTOR:

JORDAN PARKWAY MEMBERS, LLC
By: 
DONALD L. FERGUSON, MANAGER of JORDAN PARKWAY MEMBERS, LLC

MODIFICATION OF DEED OF TRUST
(Continued)

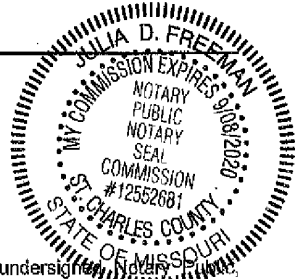
LENDER:

RELIANCE BANK

X [Signature]
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Missouri)
) SS
COUNTY OF St. Louis)

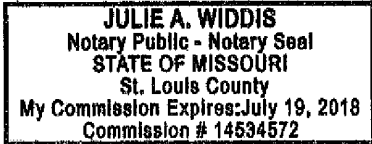


On this 20th day of December, 20 16, before me, the undersigned Notary Public, personally appeared DONALD L. FERGUSON, MANAGER of JORDAN PARKWAY MEMBERS, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged 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 [Signature] Residing at 7800 Forsyth, St. Louis MO 63005
Notary Public In and for the State of Missouri My commission expires 9-8-20

LENDER ACKNOWLEDGMENT

STATE OF Missouri)
) SS
COUNTY OF St. Louis)



On this 20th day of December, 20 16, before me, the undersigned Notary Public, personally appeared Patrick Shuff and known to me to be the Authorized Officer, authorized agent for RELIANCE BANK that executed the within and foregoing Instrument and acknowledged said Instrument to be the free and voluntary act and deed of RELIANCE BANK, duly authorized by RELIANCE 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 RELIANCE BANK.

By [Signature] Residing at 10401 Clayton Rd, Frontenac, MO 63131
Notary Public In and for the State of Missouri My commission expires July 19, 2018

EXHIBIT A

PARCEL 1:

Lot 2 of that certain ALBERTSON'S 10400 SOUTH STREET SUBDIVISION, recorded September 5, 2002, in Book 2002, at Page 243, as Instrument No. 8343187, in the Recorder's Office in Salt Lake County, Utah. Situate in South Jordan City, Salt Lake County, Utah.

Less and Excepting: A parcel of land in fee for the widening of the existing highway State Route 151 known as Project No. 0151, being part of an entire tract of property situate in Lot 2, Albertson's 10400 South Subdivision, a subdivision situate in the SE1/4 NW1/4 of Section 17, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows: Beginning at the Northeast corner of said Lot 2; and running thence South 6.25 feet along an Easterly boundary line of said Lot 2, to a point 58.90 feet perpendicular distant Southerly from the centerline of said project, opposite approximate Engineer's Station 100+95.40; thence North 86°03'17" West 92.04 feet to the Northerly boundary line of said Lot 2; thence South 89°57'00" East 91.82 feet along said Northerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

AND

Lot 3 of that certain ALBERTSON'S 10400 SOUTH STREET SUBDIVISION, recorded September 5, 2002, in Book 2002, at Page 243, as Instrument No. 8343187, in the Recorder's Office in Salt Lake County, Utah. Situate in South Jordan City, Salt Lake County, Utah.

PARCEL 1A:

Those rights appurtenant to Parcel 1 created and defined by those certain Covenants, Conditions, Restrictions and/or Easements recorded September 10, 2002 as Entry No. 8348596 in Book 8646 at Page 4461 of Official Records, as amended by that certain First Amendment to Declaration of Restrictions and Easements recorded July 3, 2008 as Entry No. 10470785 in Book 9624 at Page 81 of Official Records and further defined by that certain Affidavit recorded October 16, 2008 as Entry No. 10542805 in Book 9651 at Page 7181 of Official Records.

The following is shown for information purposes only; Tax ID Nos. 27-17-176-018 and 27-17-176-009