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This instrument prepared by and after  
recording return to:  
Anne Fortney  
U.S. Bank National Association  
Collateral Department  
P.O. Box 5308  
Portland, OR 97228-5308

12540044  
05/23/2017 10:45 AM \$16.00  
Book - 10559 Pg - 9696-9699  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
US BANK (P)  
PO BOX 5308  
PORTLAND OR 97228  
BY: CBA, DEPUTY - MA 4 P.

Tax Parcel No. 27-10-377-011-0000

### AMENDMENT TO DEED OF TRUST (UTAH)

This Amendment to Deed of Trust (the "**Amendment**"), is made and entered into by Paul W Driggs (the "**Trustor**", whether one or more) and U.S. Bank National Association (the "**Beneficiary**") as of the date set forth below.

#### RECITALS

- A. Trustor or its predecessor in interest executed a Deed of Trust, for the benefit of Beneficiary or its predecessor in interest, originally dated or amended or restated as of February 29, 2008 (as amended and/or restated, the "**Deed of Trust**"). The "Land" (defined in the Deed of Trust) subject to the Deed of Trust is legally described in **Exhibit A** attached hereto.
- B. The Deed of Trust was originally recorded in the office of the County Recorder for Salt Lake County, Utah, on March 4, 2008, as Entry No. 10363802, Book 9577, Page 9467-9476.
- C. Trustor has requested certain modifications to the Deed of Trust as described below.
- D. Beneficiary has agreed to such modifications, but only upon the terms and conditions outlined in the Amendment.

#### TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, Trustor and Beneficiary agree as follows:

**References to Trustor and Beneficiary.** As used herein, (a) the term "Trustor" shall mean the same party as may be referred to as the "Trustor" or "Grantor", or by other similar terminology, in the Deed of Trust; and (b) the term "Beneficiary" shall mean the same party as may be referred to as the "Beneficiary", "Bank" or "Lender", or by other similar terminology, in the Deed of Trust.

**Change in Note/Deed of Trust Amount.** All references in the Deed of Trust to a note or notes dated February 29, 2008 in the principal amount(s) of \$182,000.00 are hereby replaced with references to the following:

Note(s) originally dated or amended or restated as of May 1, 2017 in the stated or amended principal amount(s) of \$214,394.66 (separately and collectively, the "**Note**").

**Maturity of Deed of Trust.** Any reference in the Deed of Trust to a maturity date of the Deed of Trust is hereby deleted, it being the intent of the parties hereto that the Deed of Trust have no stated maturity date. The foregoing statement does not affect maturity of the Obligations under the Loan Documents.

**Maximum Lien Amount.** Notwithstanding anything to the contrary herein, the maximum indebtedness secured by the Deed of Trust shall not exceed at any one time the sum of principal in the amount of \$214,394.66, plus all interest thereon, plus all protective advances and advances in performance of Trustor's obligations under the Deed of Trust, plus all costs, expenses and attorneys' fees incurred in connection with or relating to (a) the collection of the Obligations, (b) the sale of the Mortgaged Property pursuant to the Deed of Trust, and/or (c) the enforcement and/or

foreclosure of the Deed of Trust. While the amount of indebtedness secured hereby may be limited by this paragraph, the Deed of Trust secures all of the Obligations and shall not be released or reconveyed until all Obligations have been fully and finally repaid and all obligations of Beneficiary to make further advances secured by the Deed of Trust have been terminated.

**Compliance with Laws & Restrictions.** All existing Improvements and any Improvements hereafter placed on the Land are and will be located within the boundary lines of the Land. All appurtenant easement areas are and shall remain free from encroachments. The Mortgaged Property complies with, and will continue to comply with, all laws applicable to the Mortgaged Property, including without limitation all applicable building, zoning, subdivision and land use statutes, ordinances, codes, rules, regulations and orders and all covenants and agreements of record. Trustor will not, and will not permit any tenant or other occupant of the Mortgaged Property to, use the Mortgaged Property in any manner that violates any state or federal law. No further permits, licenses, approvals, variances, public hearings or governmental orders or consents are necessary for the operation of the Mortgaged Property for its intended purposes or for the construction of any planned Improvements. This provision is in addition to and not in limitation of any existing provisions in the Deed of Trust.

**Fees and Expenses.** Trustor will pay all fees and expenses (including attorneys' fees) in connection with the preparation, execution and recording of the Amendment.

**Effectiveness of Prior Document.** Except as provided in the Amendment, all terms and conditions contained in the Deed of Trust remain in full force and effect in accordance with their terms, including any reference in the Deed of Trust to other indebtedness and/or future advances or credit secured by the Deed of Trust; and nothing herein will affect the priority of the Deed of Trust. All warranties and representations contained in the Deed of Trust are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.

**Amended Note Controls.** In the event of any inconsistency between the Note and any related loan agreement, as amended, and the Deed of Trust, as amended, the terms of the amended Note and any such related loan agreement shall control.

**No Waiver of Defaults; Warranties.** The Amendment shall not be construed as or be deemed to be a waiver by Beneficiary of existing defaults by Trustor whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of the Amendment.

**Counterparts.** The Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

**Receipt of Copy.** Trustor hereby acknowledges the receipt of a copy of the Amendment to Deed of Trust together with a copy of each promissory note secured hereby.

**Electronic Records.** Beneficiary may, on behalf of Trustor, create a microfilm or optical disk or other electronic image of the Amendment. Beneficiary may store the electronic image of such Amendment in its electronic form and then destroy the paper original as part of Beneficiary's normal business practices, with the electronic image deemed to be an original.

**Authorization.** Trustor represents and warrants that the execution, delivery and performance of the Amendment and the documents referenced to herein are within the organizational powers (as applicable) of Trustor and have been duly authorized by all necessary organizational action.

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT.**

**Attachments.** All documents attached hereto, including any appendices, schedules, riders, and exhibits to the Amendment, are hereby expressly incorporated by reference.

IN WITNESS WHEREOF, the undersigned has/have executed the Amendment on the date shown in the notarial acknowledgment, effective as of May 1, 2017.

TRUSTOR

Paul W. Driggs  
Name: Paul W Driggs

BENEFICIARY:

U.S. Bank National Association

By: Anne Fortney

Name and Title: Anne Fortney, Officer

TRUSTOR ADDRESS: 10168 S Redwood Road, South Jordan, UT 84095

BENEFICIARY ADDRESS: 555 SW Oak, Portland, OR 97204

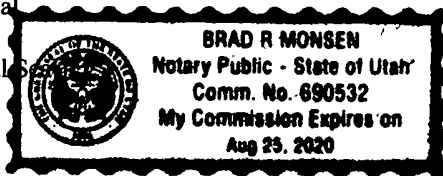
#### TRUSTOR NOTARIZATION

STATE OF Utah )  
 ) ss.

COUNTY OF Salt Lake

This instrument was acknowledged before me on May 9 2017, by Paul W Driggs, a married individual

(Notarial Seal)



Brad R. Monsen  
Printed Name: Brad R. Monsen  
Notary Public, State of: Utah  
My commission expires: Aug 25, 2020

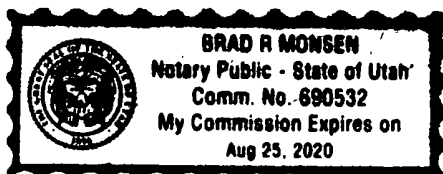
#### BENEFICIARY (BANK) NOTARIZATION

STATE OF Utah )  
 ) ss.

COUNTY OF Salt Lake

This instrument was acknowledged before me on May 9 2017, by Anne Fortney, as Officer of U.S. Bank National Association.

(Notarial Seal)



Brad R. Monsen  
Printed Name: Brad R. Monsen  
Notary Public, State of: Utah  
My commission expires: Aug 25, 2020

**EXHIBIT A TO AMENDMENT TO DEED OF TRUST**  
**(Legal Description)**

Trustor: Paul W Driggs

Trustee: U.S. Bank National Association

Beneficiary: U.S. Bank National Association

**Legal Description of Land:**

Beginning at a point which is 165.00 feet North and 33.00 feet West from the South Quarter Corner of Section 10, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence 125.40 feet North; thence 117.50 feet West; thence 125.40 feet South; thence 117.50 feet East to the point of beginning.

Less and Excepting therefrom the following described parcel deeded to South Jordan City.

Beginning at a point being North 165.00 feet and West 33.00 feet from the South Quarter Corner of Section 10, Township 3 South, Range 1 West, Salt Lake Base and Meridian, thence West 20.00 feet, thence North 125.40 feet along a line being parallel to and 53.00 feet West from the centerline of Redwood Road; thence East 20.00 feet; thence South 125.40 feet to the point of beginning.

Also known as: 10168 S Redwood Rd, South Jordan, Utah