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ADAM GARDINER
Recorder, Salt Lake County, UT
BACKMAN TITLE SERVICES
BY: eCASH, DEPUTY - EF 6 P.

This instrument was prepared by, and
After recordation should be returned to:

④ Greer, Herz & Adams, LLP
Attn: Emily T. Krone
2525 South Shore Blvd., Suite 203
League City, Texas 77573

Assessor's Parcel No. 15-18-202-012

5-699271

**MODIFICATION OF DEED OF TRUST, SECURITY AGREEMENT
AND FINANCING STATEMENT AND OTHER LOAN DOCUMENTS**

This Modification of Deed of Trust, Security Agreement and Financing Statement and Other Loan Documents (this "Modification") is made as of the 2nd day of Oct, 2017 ("Effective Date") by and between 1605 GRAMERCY LLC, a Utah limited liability company (hereinafter termed "Maker") and AMERICAN NATIONAL INSURANCE COMPANY, a Texas insurance company (hereinafter termed "Noteholder").

WHEREAS, on or about June 3, 2014, Noteholder made a loan (the "Loan") to Maker in the original principal amount of \$6,800,000.000 as evidenced by that one certain Promissory Note in the original principal amount of \$6,800,000.00 (as amended, the "Note") dated as of June 3, 2014, and secured inter alia by (1) that one certain Deed of Trust, Security Agreement and Financing Statement (the "Original Deed of Trust") dated June 3, 2014 and filed for record on June 3, 2014, under Instrument No. 11859453, in official county Recorder, Salt Lake County, Utah (the "Real Property Records") from Maker to the trustee named therein for the benefit of Noteholder encumbering those certain parcels of real property and the improvements thereon located in the County of Salt Lake, State of Utah more particularly described therein (the "Mortgaged Property"), and (2) that one certain Absolute Assignment of Leases and Rents (the "Original Assignment of Rents") dated as of June 3, 2014 from Maker for the benefit of Noteholder and recorded June 3, 2014, under Instrument No. 11859454, in the Real Property Records; and

WHEREAS, the Note, the Original Deed of Trust, the Original Assignment of Rents and any and all other documents evidencing, securing or relating to the Note, together with any and all renewals, extensions, modifications, increases and rearrangements of any of the foregoing, are sometimes collectively referred to herein as the "Original Loan Documents" and are incorporated herein by references for all purposes; and

WHEREAS, the parties hereto agree and acknowledge that as of the Effective Date, the Loan has been fully funded; and

WHEREAS, since the closing of the Loan, the lot line of the Original Mortgaged Property was adjusted pursuant to that certain Exchange of Title and Quitclaim Agreement dated October 19, 2016, by and between Maker and YESCO Properties LLC, filed for record on November 21, 2016, under Instrument No. 12417559, in the Real Property Records, which lot line adjustment was approved pursuant to that certain Notice of Lot Line Adjustment Approval dated October 4, 2016, by the Salt Lake City Planning Division, filed for record on November 21, 2016 under Instrument No. 12417558, in the Real Property Records, resulting in additional Collateral, as defined in the Deed of Trust, for the Loan; and

WHEREAS, the parties hereto desire to make modifications and amendments to certain of the other Original Loan Documents all in accordance with the terms and conditions provided for herein.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Maker and Noteholder hereby agree as follows:

AGREEMENT

1. **Modification of Original Deed of Trust.** Exhibit "A" to the Original Deed of Trust is deleted in its entirety and replaced with **Exhibit "1"** which is attached hereto and incorporated herein by reference.

2. **Modification of Original Loan Documents.** Except as otherwise provided for herein, the parties hereto agree that the Original Loan Documents (including, without limitation, the Note and the Original Assignment) are hereby modified and amended as is necessary to provide that the "Mortgaged Property" as provided for and defined therein shall be modified to be that which is attached hereto as **Exhibit "1"**, and, further, incorporate any and all of the other modifications and amendments as may be necessary to address any other matters provided for herein.

3. **Further Assurances.** Maker, upon the request of Noteholder, shall execute, acknowledge, deliver, record and/or file such further instruments and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of the Loan Documents, including, without limitation, attending to matters with this Modification and any other amendments or modifications necessary to modify and/or amend any of the remaining Loan Documents.

4. **Limited Effect of Modification.** This Modification shall in no way release or, except as expressly provided in this Modification, modify any of the other terms and conditions of any of the Loan Documents.

5. **Authority.** In order to induce Noteholder to execute this Modification, Maker, represent and warrant that: (a) Maker is validly in existence in accordance with the laws of the

State of Utah; (b) Maker is duly authorized to execute this Modification and all other documents contemplated to be signed by such party in connection with this Modification; and (c) the undersigned, executing on behalf of Maker, has the full right, power and authority to execute this Modification and all other documents contemplated in connection with this Modification, all without the consent, agreement or joinder of any other party.

6. Miscellaneous.

(a) Where appropriate, all references to the singular shall include the plural and vice versa and all references to any gender shall include the others.

(b) In case any one or more of the provisions contained in this Modification shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Modification shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(c) All headings and captions in this Modification are for convenience of reference only and shall not be used in the interpretation of any provisions of this Modification.

(d) Time is of the essence of this Modification.

(e) Any term used but not defined herein shall have the meaning ascribed to such term in the Original Deed of Trust.

(f) This Modification may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Modification.

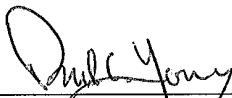
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EXECUTED TO BE EFFECTIVE as of the day and year first above written.

MAKER:

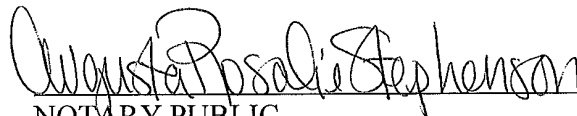
1605 GRAMERCY LLC,
a Utah limited liability company

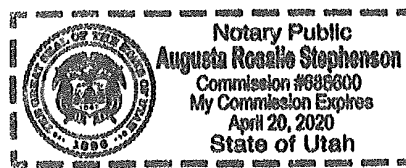
By: YESCO Properties LLC,
a Utah limited liability company,
its Sole Member and Manager

By: 
Name: Paul C. Young
Title: President

STATE OF UTAH §
 §
COUNTY OF SALT LAKE §

On October 2nd, 2017, before me, the undersigned, a Notary Public for said State, personally appeared Paul C. Young, President of YESCO Properties LLC, a Utah limited liability company, the Sole Member and Manager of 1605 GRAMERCY LLC, a Utah limited liability company, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same on behalf of the limited liability company.


NOTARY PUBLIC



NOTEHOLDER:

AMERICAN NATIONAL INSURANCE COMPANY,
a Texas insurance company

ETK

By: *[Signature]*

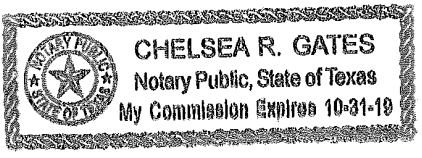
Name: Robert J. Kirchner

Title: Vice President

STATE OF TEXAS §
 § SS
COUNTY OF GALVESTON §

Before me, the undersigned authority, a Notary Public, on this day personally appeared Robert J. Kirchner, Vice President of AMERICAN NATIONAL INSURANCE COMPANY, a Texas insurance company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed and delivered the foregoing instrument for the purposes and consideration therein expressed, and as the act of said insurance company.

Given under my hand and notarial seal this 8 day of March, 2018.



[Signature]
Notary Public, State of Texas

Exhibit "1"

MORTGAGED PREMISES

Beginning at the Northwest corner of Lot 8 of the Nin Tech West II Subdivision Plat;
Thence South 89°57'57" East 1066.63 feet;
Thence South 15° 42'00" East 388.89 feet;
Thence South 74°16'38" West 457.54 feet;
Thence North 44°12'33" West 37 feet;
Thence South 45°47'27" West 139.69 feet;
Thence North 63° 15'15" West 231.52 feet;
Thence 631.90 feet along the arc of a 767 foot radius curve to the Right thru a central angle of
47° 12'13"
(Chord bears North 40° 20'09" West 614.18 feet) to the Point of Beginning.

Contains 10.665 Acres, or 464,584 square feet, more or less.

Tax Parcel No. 15-18-202-012

[Exhibit "1" to Modification of Deed of Trust and Other Loan Documents – 1605 Gramercy LLC]

371206
10500-597

BK 10670 PG 4939