

**Tax Serial Number:**  
26-25-176-021-0000

**RECORDATION REQUESTED BY:**

BANK OF UTAH  
OGDEN LOAN CENTER CRE  
2605 WASHINGTON BLVD  
OGDEN, UT 84401

13000777  
5/31/2019 4:34:00 PM \$140.00  
Book - 10787 Pg - 4343-4347  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
NATIONAL TITLE AGCY OF UT INC  
BY: eCASH, DEPUTY - EF 5 P.

**WHEN RECORDED MAIL TO:**

BANK OF UTAH  
OGDEN LOAN CENTER CRE  
2605 WASHINGTON BLVD  
OGDEN, UT 84401

**SEND TAX NOTICES TO:**

BANK OF UTAH  
OGDEN LOAN CENTER CRE  
2605 WASHINGTON BLVD  
OGDEN, UT 84401

**FOR RECORDER'S USE ONLY**

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 30, 2019, is made and executed between Anthem Sky Townhomes, LLC dba Autumn Sky Townhomes, LLC, whose address is 5151 South 900 East Suite 200, Salt Lake City, UT 84117 ("Trustor") and BANK OF UTAH, whose address is OGDEN LOAN CENTER CRE, 2605 WASHINGTON BLVD, OGDEN, UT 84401 ("Lender").

**DEED OF TRUST.** Lender and Trustor have entered into a Deed of Trust dated April 21, 2017 (the "Deed of Trust") which has been recorded in Salt Lake County, State of Utah, as follows:

Recorded on 04-26-2017; as Entry No. 12522761; in Book No. 10551; on Page No. 2746-2756 in the Office of the Salt Lake County Recorder.

**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 12457 South 6000 West, Herriman, UT 84096. The Real Property tax identification number is 26-25-176-021-0000.

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

Increasing maximum credit amount from \$3,500,000.00 to a maximum credit amount of \$4,000,000.00 effective as of 05-30-2019.

**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.

**COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument and all of which shall constitute a single agreement. The signature of a party to any counterpart shall be sufficient to legally bind such party and it shall not be necessary for all parties to sign all counterparts. Lender may remove the signature pages from one or more counterparts and attach the same to any other counterpart for the purpose of having a single document containing the signatures of all parties. Any party may effect the execution and delivery of this Agreement by signing the same and sending a signed copy thereof to Lender or its attorney by facsimile, e-mail, or other form of electronic transmission (each an "Electronic Transmission"). Any signed document sent by Electronic Transmission, including the signature thereon, shall be treated in all respects as an original instrument bearing an original signature. Any party sending a signed copy hereof by Electronic Transmission shall also send the original thereof to Lender within five (5) days thereafter, but failure to do so shall not invalidate or otherwise affect the validity, legality or enforceability of the document sent by Electronic Transmission.

**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 MAY 30, 2019.**

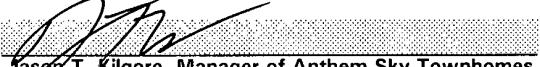
MODIFICATION OF DEED OF TRUST  
(Continued)

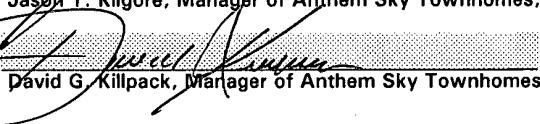
Loan No: 8308

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TRUSTOR:

ANTHEM SKY TOWNHOMES, LLC

By:   
Jason T. Kilgore, Manager of Anthem Sky Townhomes, LLC

By:   
David G. Killpack, Manager of Anthem Sky Townhomes, LLC

LENDER:

BANK OF UTAH

  
X  
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

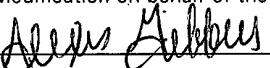
STATE OF Utah

)  
SS

COUNTY OF Wasatch

)

On this 31 day of May, 20 19, before me, the undersigned Notary Public, personally appeared Jason T. Kilgore, Manager of Anthem Sky Townhomes, 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   
Notary Public in and for the State of Utah

ALEXIS GIBBONS  
Notary Public - State of Utah  
Comm. No. 690985  
My Commission Expires on  
Sep 16, 2020

Residing at Ogden  
My commission expires Sept. 16, 2020

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 8308

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah )  
COUNTY OF Webster )  
 ) SS  
 )



ALEXIS GIBBONS  
Notary Public - State of Utah  
Comm. No. 690985  
My Commission Expires on  
Sep 16, 2020

On this 31 day of May, 20 19, before me, the undersigned Notary Public, personally appeared David G. Killpack, Manager of Anthem Sky Townhomes, 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 Alexis Gibbons  
Notary Public in and for the State of Utah

Residing at Ogden  
My commission expires Sept. 16, 2020

LENDER ACKNOWLEDGMENT

STATE OF Utah )  
COUNTY OF Webster )  
 ) SS  
 )



ALEXIS GIBBONS  
Notary Public - State of Utah  
Comm. No. 690985  
My Commission Expires on  
Sep 16, 2020

On this 31 day of May, 20 19, before me, the undersigned Notary Public, personally appeared Suee Diamond and known to me to be the 610, authorized agent for BANK OF UTAH that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of BANK OF UTAH, duly authorized by BANK OF UTAH 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 BANK OF UTAH.

By Alexis Gibbons  
Notary Public in and for the State of Utah

Residing at Ogden  
My commission expires Sept. 16, 2020

**Exhibit "A"**  
**Legal Description**

**PARCEL 1:**

Beginning at a point being South 89°52'44" East 2070.11 feet along the section line and North 2899.16 feet from the Southwest corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence Southwesterly 75.69 feet along the arc of a 290.00 foot radius curve to the left (center bears South 29°26'03" East and the chord bears South 53°05'19" West 75.48 feet with a central angle of 14°57'16"); thence Southwesterly 26.67 feet along the arc of a 50.00 foot radius curve to the right (center bears North 44°23'20" West and the chord bears South 60°53'29" West 26.35 feet with a central angle of 30°33'36"); thence South 76°10'17" West 20.76 feet; thence Southwesterly 33.92 feet along the arc of a 100.00 foot radius curve to the right (center bears North 13°49'43" West and the chord bears South 85°53'22" West 33.76 feet with a central angle of 19°26'11"); thence North 84°23'32" West 149.54 feet; thence Northwesterly 18.94 feet along the arc of a 100.00 foot radius curve to the left (center bears South 05°36'28" West and the chord bears North 89°49'01" West 18.91 feet with a central angle of 10°50'58"); thence South 84°45'30" West 101.34 feet; thence Southwesterly 231.06 feet along the arc of a 620.00 foot radius curve to the left (center bears South 13°22'23" East and the chord bears South 65°57'02" West 229.72 feet with a central angle of 21°21'10"); thence South 25°12'41" West 44.29 feet; thence South 39°33'15" West 68.75 feet; thence Southwesterly 40.69 feet along the arc of a 50.00 foot radius curve to the right (center bears North 50°26'45" West and the chord bears South 62°51'55" West 39.57 feet with a central angle of 46°37'18"); thence South 86°10'34" West 211.29 feet; thence South 77°36'41" West 131.94 feet; thence North 88°56'39" West 76.38 feet; thence North 72°04'04" West 88.24 feet; thence North 63°03'51" West 113.09 feet; thence North 44°55'04" East 709.13 feet; thence North 89°55'04" East 703.51 feet; thence Southeasterly 298.18 feet along the arc of a 923.00 foot radius curve to the left (center bears North 77°29'07" East and the chord bears South 21°46'10" East 296.88 feet with a central angle of 18°30'34") to the point of beginning.

Less and Except any portion lying within the bounds of AUTUMN SKY TOWNHOMES PHASE 1.

**PARCEL 2:**

All of Units T-101 thru T-147, AUTUMN SKY TOWNHOMES PHASE 1, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

Less and Except Units T-101, T-102, T-130, T-131, T-132, T-133, T-138, T-144, T-145, T-146 and T-147.

**PARCEL 3:**

Autumn Sky Townhomes Phase 1 Common Area described as follows:

Beginning at a point being South 89°52'44" East 2070.11 feet along the section line and North 2899.16 feet from the Southwest corner of Section 25, Township 3 South, Range 2 West, Salt Lake

Base and Meridian, (said Southwest corner of Section 25 being South 00°04'36" West 5289.65 feet from the Northwest corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian); and running thence Southwesterly 75.69 feet along the arc of a 290.00 foot radius curve to the left (center bears South 29°26'03" East and the chord bears South 53°05'19" West 75.48 feet with a central angle of 14°57'16"); thence Southwesterly 26.67 feet along the arc of a 50.00 foot radius curve to the right (center bears North 44°23'20" West and the chord bears South 60°53'29" West 26.35 feet with a central angle of 30°33'36"); thence South 76°10'17" West 20.76 feet; thence Southwesterly 33.92 feet along the arc of a 100.00 foot radius curve to the right (center bears North 13°49'43" West and the chord bears South 85°53'22" West 33.76 feet with a central angle of 19°26'11"); thence North 84°23'32" West 149.54 feet; thence Northwesterly 18.94 feet along the arc of a 100.00 foot radius curve to the left (center bears South 05°36'28" West and the chord bears North 89°49'01" West 18.91 feet with a central angle of 10°50'58"); thence South 84°45'30" West 101.34 feet; thence Southwesterly 231.06 feet along the arc of a 620.00 foot radius curve to the left (center bears South 13°22'23" East and the chord bears South 65°57'02" West 229.72 feet with a central angle of 21°21'10"); thence South 25°12'41" West 38.72 feet; thence North 33°24'47" West 101.97 feet; thence North 23°25'15" West 40.62 feet; thence North 33°24'47" West 102.43 feet; thence North 44°56'43" East 76.78 feet; thence North 00°03'17" West 71.44 feet; thence Northwesterly 33.40 feet along the arc of a 128.50 foot radius curve to the right (center bears North 09°53'09" East and the chord bears North 72°40'07" West 33.30 feet with a central angle of 14°53'29"); thence North 65°13'23" West 1.74 feet; thence Southwesterly 26.81 feet along the arc of a 22.00 foot radius curve to the left (center bears South 24°46'37" West and the chord bears South 79°51'40" West 25.18 feet with a central angle of 69°49'54"); thence North 42°42'13" West 40.03 feet; thence Northeasterly 62.43 feet along the arc of a 80.00 foot radius curve to the left (center bears North 45°03'17" West and the chord bears North 22°35'18" East 60.86 feet with a central angle of 44°42'49"); thence North 00°13'54" East 18.18 feet; thence North 02°36'31" East 5.01 feet; thence Northwesterly 17.47 feet along the arc of a 23.00 foot radius curve to the left (center bears South 89°56'43" West and the chord bears North 21°49'09" West 17.06 feet with a central angle of 43°31'44"); thence North 89°55'18" East 45.45 feet; thence South 00°04'56" East 1.00 feet; thence North 89°55'18" East 619.08 feet; thence Southeasterly 298.13 feet along the arc of a 923.00 foot radius curve to the left (center bears North 77°28'58" East and the chord bears South 21°46'14" East 296.84 feet with a central angle of 18°30'24") to the point of beginning.

Less and Excepting therefrom Units T-101 thru T-147, AUTUMN SKY TOWNHOMES PHASE 1, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

**Tax ID Nos.** 26-25-151-135-0000, 26-25-151-136-0000, 26-25-177-007-0000, 26-25-177-008-0000, 26-25-177-009-0000, 26-25-177-010-0000, 26-25-177-012-0000, 26-25-177-013-0000, 26-25-177-014-0000, 26-25-177-015-0000, 26-25-177-016-0000, 26-25-177-021-0000, 26-25-177-022-0000, 26-25-177-023-0000, 26-25-177-024-0000, 26-25-177-025-0000, 26-25-177-026-0000, 26-25-177-027-0000, 26-25-177-028-0000, 26-25-177-029-0000, 26-25-177-030-0000, 26-25-177-031-0000, 26-25-177-032-0000, 26-25-177-033-0000, 26-25-177-034-0000, 26-25-177-035-0000, 26-25-177-036-0000, 26-25-177-037-0000, 26-25-177-038-0000, 26-25-177-039-0000, 26-25-177-040-0000, 26-25-177-041-0000, 26-25-177-042-0000, 26-25-177-043-0000, 26-25-177-044-0000, 26-25-177-045-0000, 26-25-177-046-0000, 26-25-177-047-0000, 26-25-177-002-0000, 26-25-177-003-0000, 26-25-177-011-0000