13482698 12/3/2020 3:27:00 PM \$40.00 Book - 11073 Pg - 429-433 RASHELLE HOBBS Recorder, Salt Lake County, UT COTTONWOOD TITLE BY: eCASH, DEPUTY - EF 5 P.

Tax Serial Number: 22-15-354-040

## **RECORDATION REQUESTED BY:**

Zions Bancorporation, N.A. dba Zions First National Bank Corporate Commercial Lending 1 South Main, Suite 300 Salt Lake City, UT 84133-1109

## WHEN RECORDED MAIL TO:

Zions Bancorporation, N.A. dba Zions First National Bank Enterprise Loan Operations UT RDWG 1970 PO Box 25007 Salt Lake City, UT 84125-0007

123161. WHB

FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated December 3, 2020, is made and executed between Robyn Lichtie, whose address is 6130 South Murdoch Woods Place, Holladay, UT 84121 ("Trustor") and Zions Bancorporation, N.A. dba Zions First National Bank, whose address is Corporate Commercial Lending, 1 South Main, Suite 300, Salt Lake City, UT 84133-1109 ("Lender").

**DEED OF TRUST.** Lender and Trustor have entered into a Deed of Trust dated March 4, 2020 (the "Deed of Trust") which has been recorded in Salt Lake County, State of Utah, as follows:

March 5, 2020 as Entry No. 13210433.

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in Salt Lake County, State of Utah:

See the exhibit or other description document 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 6130 South Murdoch Woods Place, Holladay, UT 84121. The Real Property tax identification number is 22-15-354-040.

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

The principal amount of the Note is increased pursuant to the terms of that certain Eighth Loan Modification Agreement dated of even date herewith reflecting a total principal amount of \$1,900,000.00.

**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.

**DOCUMENT IMAGING.** Lender shall be entitled, in its sole discretion, to image or make copies of all or any selection of the agreements, instruments, documents, and items and records governing, arising from or relating to any of Borrower's loans, including, without limitation, this document and the Related Documents, and Lender may destroy or archive the paper originals. The parties hereto (i) waive any right to insist or require that Lender produce paper originals, (ii) agree that such images shall be accorded the same force and effect as the paper originals, (iii) agree that Lender is entitled to use such images in lieu of destroyed or archived originals for any purpose, including as admissible evidence in any demand, presentment or other proceedings, and (iv) further agree that any executed facsimile (faxed), scanned, or other imaged copy of this document or any Related Document shall be deemed to be of the same force and effect as the original manually executed document.

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 3, 2020.

| TRUSTOP ,   |   |
|---|---|
| x Pohn Lichter  | _   |
| Robyn Lichtie   |   |
|   |   |
|   |   |
| LENDER:   |   |
|   |   |
| ZIONS BANCORPORATION, N.A, DBA ZIONS FIRST  | NATIONAL                                    |
| BANK 1 . / / / / /  | NATIONAL                                    |
| x Tyx Gripfille   | _   |
| Authorized Officer / (/ ()  |   |
| (   |   |
|   |   |
| INDIVIDUAL ACKNOW   | LEDGMENT                                    |
| STATE OF VHIN   | )   |
|   | ) SS  |
| COUNTY OF <u>Salt Lake</u>  | . )   |
|   |   |
| On this day before me, the undersigned Notary Public, | ted the Modification of Deed of Trust, and  |
|   |   |
| But Luka Cours  | Residing                                    |
| BY JULY ( DIVE)   | at Salt Lake County                         |
|   | ,   |
| Notary Public in and for the State<br>of リチネレ   | My commission expires $7 - \psi - 2 - \psi$ |
|   |   |
|   | KRISTA CROOK                                |
|   | NOTARY PUBLIC-STATE OF UTAH                 |
|   | COMMISSION# 712901 COMM. EXP. 07-06-2024    |
| LENDER ACKNOWLE   | EDGMENT COMM. EAP. 07-00-2024               |
| STATE OF Utal   | )   |
| Carl 1-1 0100   | ) SS  |
| COUNTY OF Salt Laice  | . )   |
|   |   |
| On this 3/1 day of Declem   | bu, 20 $u$ , before me, the                 |
| undersigned Notary Public personally appeared A / /   | CV 1924 Ffi the land known to me to         |

|  | authorized agent for Zions Bancorporation, N.A. dba Zions  |
|--|--|
| First National Bank that executed the  | e within and foregoing instrument and acknowledged said  |
| instrument to be the free and voluntary  | act and deed of Zions Bancorporation, N.A. dba Zions   |
|  | by Zions Bancorporation, N.A. dba Zions First National   |
|  | therwise, for the uses and purposes therein mentioned, and   |
|  | zed to execute this said instrument and in fact executed this  |
|  | orporation, N.A. dba Zions First National Bank.  |
| 1 / Daniel St. Zielle Zum  |  |
| By Wan em  | Residing   |
| - The state of the | at Salt Lake County  |
|  | The state of the s |
| Notary Public in and for the State   | My commission  |
| of Utah  | My commission expires 7-4-24   |
| 150  | KRISTA CROOK   |
| le la  | NOTARY PUBLIC-STATE OF UTAH  |
|  | S COMMISSION# 712901   |
|  | 7 <i>/PI</i>   |
|  | COMM. EXP. 07-06-2024  |

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| Lot 4, THE TREES AT MURDOCH WOODS, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder. |  |
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| Tax Id No.: 22-15-354-040   |  |
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