

Tax Serial Number:
30-05-126-002

RECORDATION REQUESTED BY:

First Merchants Bank
Commercial Lending Office
10 Washington Street
Monroe, MI 48161

WHEN RECORDED MAIL TO:

First Merchants Bank
ATTN: Loan Operations - Documents
P. O. Box 7011
Muncie, IN 47308

13509862
12/23/2020 09:22 AM \$40.00
Book - 11086 Pg - 4056-4057
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
FIRST MERCHANT BANK
PO BOX 549
DALEVILLE IN 47334
BY: DSA, DEPUTY - MA 2 P.

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated November 20, 2020, is made and executed between Alta Photohaus, LLC, a Michigan limited liability company, whose address is 399 Detroit Ave, Monroe, MI 48162 ("Trustor") and First Merchants Bank, whose address is Commercial Lending Office, 10 Washington Street, Monroe, MI 48161 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated February 24, 2017 (the "Deed of Trust") which has been recorded in Salt Lake County, State of Utah, as follows:

Real estate Deed of Trust dated February 24/2017 and recorded February 28, 2017 as instrument number 12485693 and modified August 27, 2018 and recorded September 4, 2018 as instrument number 12841797 in the office of the recorder of Salt Lake County, Utah to Monroe Bank & Trust NKA First Merchants Bank.

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

A part of the Northwest Quarter of protracted Section 5, Township 3 South, Range 3 East, Salt Lake Meridian, Salt Lake County, Utah.

Beginning at a point which is South 21 degree 03 minutes West 1,177.18 from the North Quarter corner of said Section; thence North 82 degrees 02 minutes East 59.90 feet; thence South 14 degrees 41 minutes West 90.13 feet; thence South 74 degrees 18 minutes West 70.61 feet; thence North 17 degrees 49 minutes East 102.93 feet to the point of beginning.

The Real Property or its address is commonly known as 10231 E Little Cottonwood Canyon, Alta, UT 84092. The Real Property tax identification number is 30-05-126-002.

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

The word "Note" means the promissory note dated November 20, 2020 in the original principal amount of \$1,336,442.00 from Borrower/Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is November 24, 2025.

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.

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 NOVEMBER 20, 2020.

TRUSTOR:

ALTA PHOTOHAUS, LLC

By: 
Andre M Sottile, Member of Alta Photohaus, LLC

MODIFICATION OF DEED OF TRUST
(Continued)

LENDER:

FIRST MERCHANTS BANK

X [Signature]
Wendy Timmins, Vice President

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Michigan)
) SS
COUNTY OF Monroe)

NICOLE ANGELO
Notary Public - State of Michigan
County of Monroe
My Commission Expires Oct 14, 2024
Acting in the County of Monroe

On this 20 day of November, 20 20, before me, the undersigned Notary Public, personally appeared Andre M Sottile, Member of Alta Photohaus, 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 Nicole Angelo Residing at _____
Notary Public in and for the State of Michigan My commission expires 10/14/2024

LENDER ACKNOWLEDGMENT

STATE OF Michigan)
) SS
COUNTY OF Monroe)

NICOLE ANGELO
Notary Public - State of Michigan
County of Monroe
My Commission Expires Oct 14, 2024
Acting in the County of Monroe

On this 20 day of November, 20 20, before me, the undersigned Notary Public, personally appeared Wendy Timmins and known to me to be the Vice President, authorized agent for First Merchants Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of First Merchants Bank, duly authorized by First Merchants 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 First Merchants Bank.

By Nicole Angelo Residing at Monroe
Notary Public in and for the State of Michigan My commission expires 10/14/2024