

13980394 B: 11354 P: 501 Total Pages: 5
07/05/2022 04:25 PM By: slang Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: FIRST AMERICAN - ST. GEORGE MAIN
50 EAST 100 SOUTHST. GEORGE, UT 84770

363-5949076

Tax Serial Number:

16-06-253-017; 16-06-253-018; 16-06-253-019

RECORDATION REQUESTED BY:

Zions Bancorporation, N.A. dba Zions First National Bank
Southern UT Commercial Banking Center
40 East St. George Blvd.
St. George, UT 84770

WHEN RECORDED MAIL TO:

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

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 12, 2022, is made and executed between HB Real Properties, LLC, a Utah limited liability company, whose address is 249 South 400 East, Salt Lake City, UT 84111 ("Trustor") and Zions Bancorporation, N.A. dba Zions First National Bank, whose address is Southern UT Commercial Banking Center, 40 East St. George Blvd., St. George, UT 84770 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated February 19, 2019 (the "Deed of Trust") which has been recorded in Salt Lake County, State of Utah, as follows:

Recorded March 12, 2019 as Entry No. 12947960.

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 249 S 400 E, Salt Lake City, UT 84111. The Real Property tax identification number is 16-06-253-017; 16-06-253-018;

MODIFICATION OF DEED OF TRUST

CL Transaction No: ZFN-3333503-M (Continued)

Page 2

16-06-253-019.

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 Change in Terms Agreement of even date herein, reflecting a total principal amount of \$3,250,000.00.

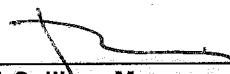
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender 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 MAY 12, 2022.

TRUSTOR:

HB REAL PROPERTIES LLC

By:  MANAGING MEMBER
David Colling, Manager of HB Real Properties LLC

MODIFICATION OF DEED OF TRUST

CL Transaction No: ZFN-3333503-M (Continued)

Page 3

LENDER:

ZIONS BANCORPORATION, N.A. DBA ZIONS FIRST NATIONAL BANK

X [Signature]
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)
) SS
COUNTY OF WASHINGTON)

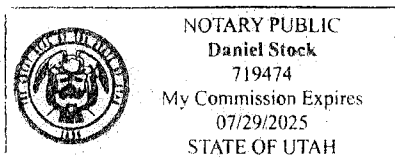
On this 5th day of July, 20 22, before me, the undersigned Notary Public, personally appeared **David Colling, Manager of HB Real Properties LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the 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 [Signature]

Residing at St George, UT

Notary Public in and for the State of UT

My commission expires July 29, 2025



MODIFICATION OF DEED OF TRUST

CL Transaction No: ZFN-3333503-M (Continued)

Page 4

LENDER ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF WASHINGTON) SS

On this 5th day of July, 20 22, before me, the undersigned Notary Public, personally appeared William Jones and known to me to be the Vice President, authorized agent for **Zions Bancorporation, N.A. dba Zions First National Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Zions Bancorporation, N.A. dba Zions First National Bank**, duly authorized by **Zions Bancorporation, N.A. dba Zions First National 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 **Zions Bancorporation, N.A. dba Zions First National Bank**.

By [Signature]
Notary Public in and for the State of UT

Residing at St GEORGE, UT
My commission expires July 29, 2025

LaserPro, Ver. 21.3.0.041 Copr. Finastra USA Corporation 1997, 2022. All Rights Reserved.
- UT C:\COMML\CFILPL\IG202.FC TR-332770 PR-IPCT

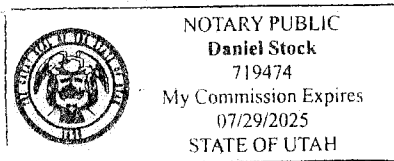


EXHIBIT "A "

Escrow No. **363-5949076 (JB)**

A.P.N.: **16-06-253-017; 16-06-253-018; 16-06-253-019**

PARCEL 1:

COMMENCING AT THE NORTHWEST CORNER OF LOT 3, BLOCK 48, PLAT "B", SALT LAKE CITY SURVEY, AND RUNNING THENCE EAST 20 RODS; THENCE SOUTH 5 RODS; THENCE WEST 20 RODS; THENCE NORTH 5 RODS TO THE POINT OF BEGINNING.

PARCEL 2:

COMMENCING 5 RODS SOUTH OF THE NORTHWEST CORNER OF LOT 3, BLOCK 48, PLAT "B", SALT LAKE CITY SURVEY, AND RUNNING THENCE SOUTH 2.5 RODS; THENCE EAST 10 RODS; THENCE NORTH 2.5 RODS; THENCE WEST 10 RODS TO THE PLACE OF BEGINNING.

PARCEL 3:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 3, BLOCK 48, PLAT "B", SALT LAKE CITY SURVEY, AND RUNNING THENCE NORTH 2.5 RODS; THENCE EAST 10 RODS; THENCE SOUTH 2.5 RODS; THENCE WEST 10 RODS TO THE PLACE OF BEGINNING.