

Tax Serial Number:
21-28-455-045

14046735 B: 11387 P: 8493 Total Pages: 4
11/28/2022 03:58 PM By: CSelman Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: PARAMOUNT TITLE CORPORATION
1326 SOUTH 900 EASTSALT LAKE CITY, UT 84105

RECORDATION REQUESTED BY:
BRIGHTON BANK
City Center Office
311 South State Street
Salt Lake City, UT 84111

WHEN RECORDED MAIL TO:
BRIGHTON BANK
City Center Office
311 South State Street
Salt Lake City, UT 84111

SEND TAX NOTICES TO:
2514 Rental, LLC
3731 West South Jordan Parkway, Suite 112
South Jordan, UT 84009

FOR RECORDER'S USE ONLY

PJC 22-12116

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated November 28, 2022, is made and executed between 2514 Rental, LLC, a Utah Limited Liability Company, whose address is 3731 West South Jordan Parkway, Suite 112, South Jordan, UT 84009 ("Trustor") and BRIGHTON BANK, whose address is City Center Office, 311 South State Street, Salt Lake City, UT 84111 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated December 15, 2021 (the "Deed of Trust") which has been recorded in Salt Lake County, State of Utah, as follows:

Recorded December 15, 2021 in the Salt Lake County Recorder's Office Entry #13847677, in Book 11282, at Page 6869.

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 2514 West 7800 South, West Jordan, UT 84088. The Real Property tax identification number is 21-28-455-045.

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

The Principal amount of this Deed of Trust has been increased to \$5,706,500.00.

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.

**MODIFICATION OF DEED OF TRUST
(Continued)**

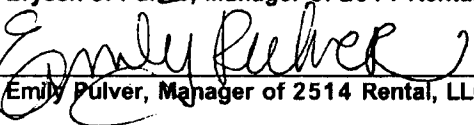
COUNTERPARTS. This agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.

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 NOVEMBER 28, 2022.

TRUSTOR:

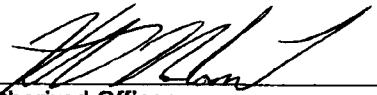
2514 RENTAL, LLC

By: 
Bryson J. Pulver, Manager of 2514 Rental, LLC

By: 
Emily Pulver, Manager of 2514 Rental, LLC

LENDER:

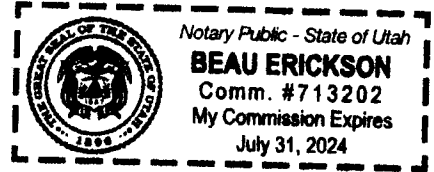
BRIGHTON BANK

X 
Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)



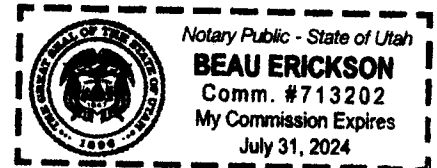
On this 28th day of November, 20 22, before me, the undersigned Notary Public, personally appeared **Bryson J. Pulver, Manager of 2514 Rental, LLC and Emily Pulver, Manager of 2514 Rental, LLC**, and known to me to be members or designated agents of the limited liability company that executed the Modification 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Beau Erickson
Notary Public in and for the State of Utah

Residing at Salt Lake City, Utah
My commission expires July 31, 2024

LENDER ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)



On this 28th day of November, 20 22, before me, the undersigned Notary Public, personally appeared Kent Nelson and known to me to be the _____, authorized agent for **BRIGHTON BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **BRIGHTON BANK**, duly authorized by **BRIGHTON 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 **BRIGHTON BANK**.

By Beau Erickson
Notary Public in and for the State of Utah

Residing at Salt Lake City, Utah
My commission expires July 31, 2024

EXHIBIT "A"

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 7800 SOUTH STREET (SR-48), AS SHOWN ON UTAH DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, STP-HPP-0048(14)9, SHEET NO. RW-10 & RW-11, SAID POINT BEING SOUTH 89°58'10" WEST 1826.13 FEET ALONG THE SECTION LINE AND NORTH 00°01'15" WEST 41.76 FEET FROM THE SOUTHEAST CORNER, SECTION 28, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°01'15" WEST 288.24 FEET TO THE SOUTHERLY LINE OF MARION PLACE SUBDIVISION PHASE 2 RECORDED MARCH 14, 1994, AS ENTRY NO. 5763310, IN BOOK 94-3, AT PAGE 62, AT THE OFFICE OF THE SALT LAKE COUNTY RECORDER;
THENCE NORTH 89°58'10" EAST 176.80 FEET ALONG SAID SOUTHERLY LINE TO THE WESTERLY LINE OF MARION PLACE SUBDIVISION PHASE 3 RECORDED JULY 19, 1994, AS ENTRY NO. 5877791, IN BOOK 94-7, AT PAGE 217, AT THE OFFICE OF THE SALT LAKE COUNTY RECORDER;
THENCE SOUTH 02°46'00" EAST 296.15 FEET ALONG SAID WESTERLY LINE AND AN EXTENSION THEREOF TO SAID NORTHERLY RIGHT OF WAY LINE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING (2) TWO COURSES: 1) NORTHWESTERLY 98.83 FEET ALONG THE ARC OF A 8255.10 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS NORTH 87°35'41" WEST 93.82 FEET; 2) NORTH 87°56'16" WEST 92.31 FEET TO THE POINT OF BEGINNING.

21-28-455-045