



ENT 14570:2015 PG 1 of 6  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2015 Feb 25 2:09 pm FEE 21.00 BY CLS  
RECORDED FOR CT LIEN SOLUTIONS

WHEN RECORDED RETURN TO:

RECORD & RETURN TO  
CT LIEN SOLUTIONS  
P.O. BOX 29071  
Glendale, CA 91209-9071  
46898659-UT49-Utah 13473



## Deed of Trust Amendment

This Deed of Trust Amendment ("Amendment") is dated as of January 26, 2015, between GARFF WADE PROPERTIES, L.L.C. and GARFF-WARNER AUTOMOTIVE GROUP, LLC, whose addresses are 5500 South State Street, Murray, UT 84107 and 76 West 800 South, Salt Lake City, UT 84101, respectively (collectively, the "Trustor"), and JPMorgan Chase Bank, N.A., whose address is 201 South Main Street, Suite 300, Salt Lake City, UT 84111 and its successors and assigns (the "Beneficiary").

The Trustor has previously executed and delivered to Douglas Kroiss, as trustee for the benefit of the Beneficiary, a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, dated January 25, 2005 and recorded on February 7, 2005 in Book 12498:2005, Pages 1-13, Utah County Records (as amended and replaced from time to time, the "Deed of Trust"). The Deed of Trust encumbers the real property, and all the buildings, structures and improvements on it, described as:

Located in the City of Utah, County of Utah, State of Utah:

See Exhibit "A" Attached Hereto and Made a Part Hereof for All Purposes Intended,

(the "Premises").

Commonly known as 195 E. University Parkway, Orem, Utah 84058 and 285 W. University Parkway, Orem, Utah 84058.

The Deed of Trust secures the Liabilities (as defined in the Deed of Trust), including, without limitation, the extension of credit evidenced by a(n) Promissory Note, dated January 25, 2005, payable by GARFF-WARNER AUTOMOTIVE GROUP, LLC and assumed by GARFF WADE PROPERTIES, L.L.C. and GARFF-WARNER AUTOMOTIVE GROUP, LLC by Assumption and Modification Agreement, dated January 7, 2010 to the Beneficiary, in the principal sum of Four Million Three Hundred Sixty Thousand and 00/100 Dollars (\$4,360,000.00) (the "Original Extension of Credit").

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Trustor and the Beneficiary agree as follows:

1. The Deed of Trust is amended to also expressly secure the repayment of an additional extension of credit evidenced by a(n) Term Note, dated January 26, 2015, payable from GARFF WADE PROPERTIES, L.L.C. and GARFF-WARNER AUTOMOTIVE GROUP, LLC to the Beneficiary in the principal sum of Three Million Ninety-One Thousand Seven Hundred Seventy-Two and 21/100 Dollars (\$3,091,772.21), including all extensions and renewals (the "New Extension of Credit").
2. The Deed of Trust continues to secure the Original Extension of Credit and shall also secure the New Extension of Credit.
3. The Trustor will execute and deliver all further instruments, and shall take all other actions, as in the sole opinion of the Beneficiary are necessary or desirable to effect the intent of this Amendment.
4. Except as amended by this Amendment, all terms of the Deed of Trust are confirmed and ratified by the Trustor and the Beneficiary as if they were fully set forth in this Amendment.
5. **Governing Law and Venue.** This Amendment shall be governed by and construed in accordance with the laws of the State of Utah (without giving effect to its laws of conflicts); provided, however, that if the real estate that is the subject of this Amendment is located in another state, the laws of such other state shall govern the validity, enforceability, perfection, priority, construction, effect, enforcement and remedies with respect to this Amendment, but nothing herein shall be construed to provide that the laws of any state other than the State of Utah shall apply to the obligations and indebtedness secured by this Amendment. The Trustor agrees that any legal action or proceeding with respect to any of its obligations under this Amendment may be brought by the Beneficiary in any state or federal court located in the State of Utah, as the Beneficiary in its sole discretion may elect. By the execution and delivery of this Amendment, the Trustor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Trustor waives any claim that the State of Utah is not a convenient forum or the proper venue for any such suit, action or proceeding.
6. **WAIVER OF SPECIAL DAMAGES.** THE TRUSTOR WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE BENEFICIARY IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

**JURY WAIVER.** TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE TRUSTOR AND THE BENEFICIARY (BY THEIR ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE TRUSTOR AND THE BENEFICIARY ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE BENEFICIARY TO PROVIDE THE FINANCING DESCRIBED HEREIN.

**Trustor:**

GARFF WADE PROPERTIES, L.L.C.

By: 

Robert H. Garff  
Printed Name

Manager  
Title

GARFF-WARNER AUTOMOTIVE GROUP, LLC

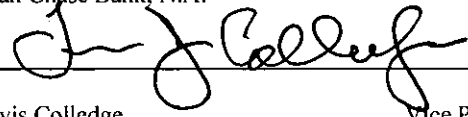
By: 

John K. Garff  
Printed Name

Chief Operating Officer  
Title

**Beneficiary:**

JPMorgan Chase Bank, N.A.

By: 

Travis Colledge  
Printed Name

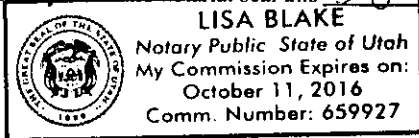
Vice President  
Title

## ACKNOWLEDGMENT OF TRUSTOR

State of Utah )  
County of Salt Lake ) ss

The foregoing instrument was acknowledged before me on January 28, 2015, by John Garff

Given under my hand and notarial seal this 28th day of January, 2015.

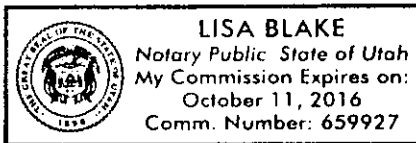


[Signature], Notary Public  
My Commission expires: 10-11-16

State of Utah )  
County of Salt Lake ) ss

The foregoing instrument was acknowledged before me on February 2, 2015, by Robert Garff

Given under my hand and notarial seal this 2nd day of February, 2015.



[Signature], Notary Public  
My Commission expires: 10-11-16

ACKNOWLEDGMENT OF BENEFICIARY

State of Utah )  
 County of Salt Lake ) ss

The foregoing instrument was acknowledged before me on February 3, 2015, by Travis Colledge

Given under my hand and notarial seal this 3 day of February, 2015.

Tina Bourgeois, Notary Public  
 My Commission expires: 10/05/2015



**Exhibit "A"**  
**(Legal Description)**

Parcel No . 1:

Commencing at a point located South 89° 08' 12" East along the Section line 671.43 feet and South 791.68 feet from the North quarter corner of Section 27, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 89° 53' 08" East along a fence 118.57 feet; thence South 89° 36' 34" East along a fence 93.13 feet ; thence South 89° 49' 44" East along a fence 204.45 feet; thence South 04° 05' 45" West 261.55 feet; thence North 89° 59' 06" West 3.00 feet; thence South 06° 53' 54" West 83.54 feet; thence South 84° 19' 11" East 4.70 feet; thence South 01° 51' 54" West 16.78 feet ; thence North 89° 04' 02" West along the North line of 1400 South Street 383.37; thence along the arc of a 56.00 foot radius curve to the left 16.58 feet (chord bears South 82° 27' 07" West 16.52 feet); thence North 01° 46' 55 " East along a fence 358.17 feet to the point of beginning . (19:028 :0075 & 19 :028:0076)