

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Gilmore & Bell, PC
15 West South Temple, Suite 1450
Salt Lake City, Utah 84111
Attn: Ryan R. Warburton

ENT 15261:2018 PG 1 of 4
Jeffery Smith
Utah County Recorder
2018 Feb 14 04:28 PM FEE 18.00 BY MG
RECORDED FOR Founders Title Company - Layton
ELECTRONICALLY RECORDED

**AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (the "**Amendment**") is made this 4 day of ~~October~~^{December}, 2017, by MOUNTAINVILLE ACADEMY, a Utah non-profit corporation, whose address is 195 South Main Street, Alpine, Utah 84004, as trustor/grantor ("**Borrower**") and U.S. BANK NATIONAL ASSOCIATION, whose address is 170 South Main Street, 2nd Floor, Salt Lake City, Utah 84101 ("**Lender**").

RECITALS:

A. Utah Charter School Finance Authority as Issuer, (the "Issuer") has issued its \$13,455,000 Charter School Revenue Refunding Bonds (Mountainville Academy) Series 2015 (the "Bonds"). The Bonds are secured in part by that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated July 1, 2015, from Borrower to Issuer, recorded July 7, 2015 in the official records of Utah County, Utah as Instrument No. 60531:2015 (the "**Original Deed of Trust**"). The interest of the Issuer was assigned to Lender by that certain Assignment of Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated July 1, 2015, recorded July 7, 2015 in the official records of Utah County, Utah as Instrument No. 260539:2015 (the "**Assignment** ") (the Original Deed of Trust together the Assignment are collectively referred to herein as the "**Deed of Trust**").

B. Lender and Borrower desire to modify and amend the legal description contained in the Deed of Trust to include additional land recently acquired by the Borrower as set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises and understandings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Modification of Deed of Trust. The Deed of Trust is hereby modified as follows:

(a) Exhibit "A": the stated legal description in Exhibit "A" of the Deed of Trust is hereby changed in its entirety to the Following:

Parcel 1:

Lots 1 and 2, Dry Creek Square Second Amended Subdivision, Alpine, Utah, according to the official plat thereof on file in the Office of the Utah County Recorder.

Tax Parcel No. 37-256-0001 & 37-256-0002

Parcel 2:

Beginning at a point being North 367.47 feet and West 641.09 feet from the Northeast Corner of Section 25, Township 4 South, Range 1 East, Salt Lake Base and Meridian, said point of beginning also being East 16.18 feet and South 263.85 feet from the Northwest Corner of Block 1, Plat A, Alpine City Survey, and running thence South 0°20'09" West along an existing wall; thence South 89°20'49" East 71.49 feet along an existing wall; thence South 10°47'06" West 3 feet to the North line of Lot 1, Plat "A" Dry Creek Square Second Amended; thence North 86°47'40" West 67.44 feet along the North line of said Lot 1; thence North 79°11'00" West 18.90 feet along the North line to the East line of said Lot 1; thence North 192.70 feet along the East line to the Northeast Corner of Said Lot 1; thence North 89°24'40" East 16.18 feet to the point of beginning.

Tax Parcel No. 02-001-0003

2. No Impairment of Lien or Note. The property described in the Deed of Trust shall remain subject to the lien, charge and encumbrance of the Deed of Trust, and nothing herein contained or done pursuant hereto shall affect or be construed to affect the lien, charge, or encumbrance of the Deed of Trust. Nothing herein contained or done pursuant hereto shall affect or be construed to affect the priority of the Deed of Trust over other liens, charges, or encumbrances, or to release or affect the liability of any party or parties who would now or may hereafter be liable under or on account of the Note or the Deed of Trust. Nothing contained in this Amendment shall in any manner or way constitute or be deemed to be a release or impairment of the indebtedness evidenced by the Note or otherwise affect or impair the enforceability of the Note or the liens, assignments, rights and security interests securing the Note.

3. Representations and Warranties. Borrower hereby represents and warrants to Lender that it has full power and authority to execute, deliver and perform its obligations under this Second Amendment and all other instruments delivered to Lender in connection herewith, and this Second Amendment and all such other instruments are binding upon, and enforceable against Borrower in accordance with its terms.

4. Effect on Deed of Trust. Except as the Deed of Trust has been modified hereby, the Deed of Trust is unmodified and shall remain in full force and effect.

5. Counterparts. This Second Amendment may be executed in one or more counterparts, the signature pages for which when attached together shall constitute one agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the day and year first written above.

BORROWER:

MOUNTAINVILLE ACADEMY, as Borrower

By: *Jack M. Garzella*
Name: JACK M GARZELLA
Title: Board Chair

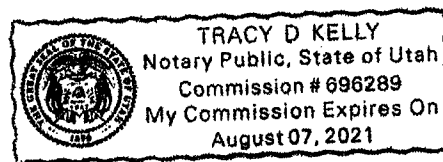
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

This instrument was acknowledged before me on this 4 day of ~~October~~ ^{December} 2017, by *Jack Garzella*, who is the Chair of the Board of Trustees of Mountainville Academy, a Utah non-profit corporation.

Tracy D. Kelly
NOTARY PUBLIC
Residing at Salt County, Utah

My Commission Expires:

8/7/2021



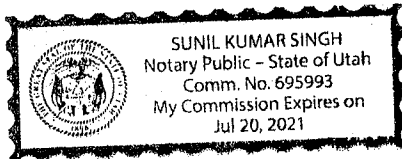
LENDER:

U.S. BANK NATIONAL ASSOCIATION

By: Kim R. Galbraith
Its: Vice President

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

This instrument was acknowledged before me on this 29 day of December, 2017, by Kim R. Galbraith, who is the Vice President of U.S. Bank National Association.



[Signature]
NOTARY PUBLIC
Residing at _____ County, Utah

My Commission Expires:
