



W3053520

AND WHEN RECORDED MAIL TO:

Bell Rock Income Fund 1, LLC
6628 E. Baseline Rd. Ste 101
Mesa, AZ 85206

02-193-0017

E# 3053520 PG 1 OF 5
Leann H. Kilts, WEBER COUNTY RECORDER
11-May-20 0219 PM FEE \$40.00 DEP TN
REC FOR: CAPSTONE TITLE AND ESCROW, INC.
ELECTRONICALLY RECORDED

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT (FIRST LIEN POSITION)

THIS FIRST AMENDMENT TO DEED OF TRUST (“Amendment”) dated and effective the 27th day of March, 2020 (“Effective Date”) between and among **BELL ROCK INCOME FUND 1, LLC**, a Delaware limited liability company (“Lender” or “Beneficiary”), and **BLUEMOUNTAIN, INC.**, a Utah corporation (“Trustor”).

This document is being recorded solely as a courtesy and an accommodation to the parties named herein. Capstone Title and Escrow hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

WITNESSETH:

WHEREAS, to secure an indebtedness evidenced by a Commercial Promissory Note dated as of September 25, 2019, in the maximum principal amount of \$525,000.00, executed by Trustor to Lender and all renewals, extensions, amendments and modifications thereof (the “Note”), Trustor executed a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (First Lien Position) dated September 25, 2019, executed to J. Martin Tate, attorney licensed with the Utah State Bar (“Trustee”), and of record in Instrument No. E# 3005663, Register’s Office for Weber County, Utah (“Deed of Trust”); and

WHEREAS, Trustor has executed to Lender a Modification and Extension Agreement dated March 27, 2020, which amends and modifies the Note by increasing the principal balance of the Note to \$550,000.00 (the “Modified Note”); and

WHEREAS, the parties hereto desire to amend the Deed of Trust to (i) provide that the Deed of Trust, and all extensions, renewals, amendments and modifications thereof, shall secure the Modified Note; and (ii) add additional indebtedness in the amount of \$25,000.00 to be secured by the Deed of Trust.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The Deed of Trust shall secure (i) the Modified Note in the maximum principal amount of \$550,000.00 which indebtedness matures on June 25, 2020, and any and all extensions, renewals, amendments and modifications thereof. Nothing herein shall otherwise modify the definition of “indebtedness,” all of which remain secured by the Deed of Trust, as amended hereby.

2. The provisions of the Deed of Trust are hereby amended to the extent necessary to conform to the foregoing, but no further or otherwise. In the event of default in payment of the indebtedness secured thereby, or in the event of default in any other provision of the said Modified Note or Deed of Trust, amended hereby, the provisions of said instruments making the whole of the indebtedness due and payable shall be, and continue to be, in full force and effect and the Deed of Trust, as amended hereby, shall be and continue to be a lien upon the real property conveyed in the Deed of Trust. The Deed of Trust shall be and remain in full force and effect with all its covenants and provisions, except as expressly provided herein, the holder of the indebtedness hereby reserving the rights, remedies and privileges, as provided therein, and in the Deed of Trust, as amended hereby.

3. Trustor warrants and covenants that it has neither done, nor permitted to be done, any act, claim, instrument, document, deed of trust, lien, etc. nor has any lien or claim arisen by operation of law that shall be superior in time or right to the security provided by this Amendment since the recording of the Deed of Trust.

4. It is the expressed intention of the parties hereto that the additional indebtedness secured by this Amendment shall relate to and become secured in time and with the same priority as the Deed of Trust and that the additional indebtedness is an extension, renewal, amendment and/or modification of the indebtedness evidenced by the Note.

5. This Amendment shall be binding upon respective heirs, successors and assigns of Trustor.

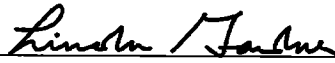
[Signatures On Next Page]

[Signature page of First Amendment to Deed of Trust]

IN WITNESS WHEREOF, the parties have executed this Amendment this 27th day of March, 2020.

LENDER:

BELL ROCK INCOME FUND 1, LLC,
a Delaware limited liability company

By: 
Lincoln Gardner, Manager

TRUSTOR:

BLUEMOUNTAIN, INC.,
a Utah corporation

By: 
Kenneth Truman Thomson, President

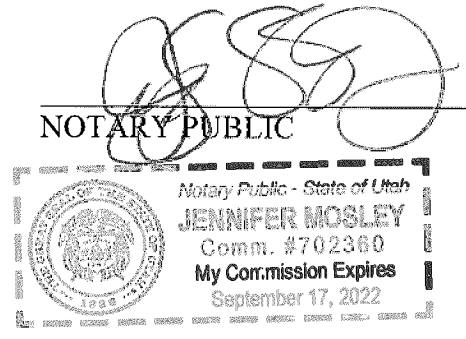
[Notary Acknowledgement Attachment to First Amendment to Deed of Trust]

STATE OF UTAH)
)
COUNTY OF DAVIS)

Before me, the undersigned, of the state and county aforesaid personally appeared Kenneth Truman Thomson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be a President of Bluemountain Inc., a Utah corporation, the within named bargainor, and that he as such President, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such President.

WITNESS my hand and seal at office this 5th day of April, 2020.

My Commission Expires: 09-17-22

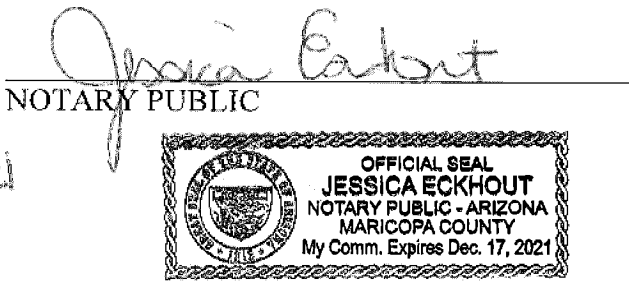


STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

Before me, the undersigned, of the state and county aforesaid, personally appeared Lincoln Gardner, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Manager of Bell Rock Income Fund 1, LLC, a Delaware limited liability company, the within named bargainor, and that he as such Manager executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Manager.

WITNESS my hand, at office, this 27 day of March, 2020.

My Commission Expires: Dec 17, 2021



LEGAL DESCRIPTION

All that real property situated at 1510 Washington Boulevard, Ogden, UT 84404, County of Weber, State of Utah, more particularly described as follows:

Part of Lot 3, Block 66, Plat C, Ogden City Survey, Weber County, Utah:
Beginning at a point 156.68 feet North from the Southwest corner of said Lot 3,
and running thence North 40.5 feet; thence East 66 feet; thence North 17.5 feet;
thence East 74 feet; thence South 58 feet; thence West 140 feet to beginning.

Tax ID Number: 02-053-0017