

**AND WHEN RECORDED MAIL TO:**

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

10-089-0076

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 **TRUMAN MARKETING, LLC**, a Utah limited liability company ("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 July 30, 2019, in the maximum principal amount of \$400,000.00, 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 July 30, 2019, executed to J. Martin Tate, attorney licensed with the Utah State Bar ("Trustee"), and of record in Instrument No. E 3175922 B 7314 P 1412-1438, Register's Office for Davis 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 \$455,000.00 (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 \$55,000.00 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 \$455,000.00 which indebtedness matures on July 30, 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.

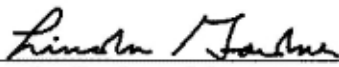
**[Signatures On Next Page]**

*[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:**

**TRUMAN MARKETING, LLC**  
a Utah limited liability company

By:   
Kenneth Truman Thomson, Member

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

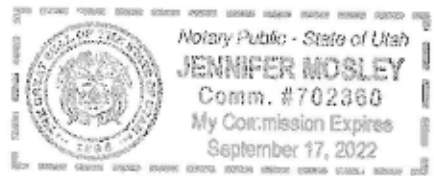
STATE OF UTAH            )  
  )  
COUNTY OF DAVIS        )

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 Member of Truman Marketing, a Utah limited liability company, the within named bargainor, and that he as such Member, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such Member.

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

  
NOTARY PUBLIC

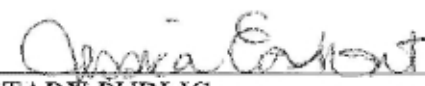
My Commission Expires: 09-17-22



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.

  
NOTARY PUBLIC

My Commission Expires: Dec 17, 2021



## LEGAL DESCRIPTION

All that real property situated at 45 East Gentile Street, Layton, UT 84041, County of Davis, State of Utah, more particularly described as follows:

Beginning at a point North 255.18 feet and East 794.77 feet from the Southwest corner of Section 21, Township 4 North, Range 1 West, Salt Lake Base and Meridian, said point being also South 58°50'30" West 15 feet and North 31°09'30" West 2.0 feet from the northwest corner of the motel building, and running thence North 58°50'30" East 225.95 feet along a line parallel to the Northerly line of said motel building to the Westerly line of a Highway; thence South 42°32'10" East 55.08 feet along the Westerly line of said Highway; thence South 58°50'30" West 236.82 feet; thence North 31°09'30" West 54.0 feet to the point of beginning.

Together with and subject to a right of way over: Beginning at a point North 255.18 feet and East 794.77 feet and North 58°50'30" East 10.0 feet from the Southwest corner of said Section 21, which point is also South 58°50'30" West 5.0 feet and North 31°09'30" West 2.0 feet from the Northwest corner of motel building, and running thence South 31°09'30" East 31.43 feet; thence South 60°16'40" West 119.8 feet, more or less to the East line of Main Street, thence North 32°19' West 10.0 feet along said street line; thence North 60°16'40" West 110.0 feet, more or less along a line 0.5 of a foot Southerly from the Southerly line of a building; thence North 31°09'30" West 21.4 feet; thence North 58°50'30" East 10.0 feet to the point of beginning.

Together with a right of way for ingress and egress on a strip of land 20.0 feet wide running from the South line of said property, Southerly across the adjoining land and continuing Southerly on the existing right of way to Gentle Street.

Tax ID Number: 10-089-0076