

PROVO LAND TITLE  
ORDER 53212-1

Tax Serial Number:  
03:008:0011, 03:008:0012, 03:008:0013

RECORDATION REQUESTED BY:

ROCK CANYON BANK  
Pleasant Grove Office  
475 East State Road  
Pleasant Grove, UT 84062

WHEN RECORDED MAIL TO:

ROCK CANYON BANK  
Pleasant Grove Office  
475 East State Road  
Pleasant Grove, UT 84062



ENT 94887:2013 PG 1 of 4  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2013 Oct 07 4:25 pm FEE 19.00 BY SS  
RECORDED FOR PROVO LAND TITLE COMPANY

FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 2, 2013, is made and executed between AMG ENTERPRISES, INC, whose address is 6 SOUTH 400 WEST, LINDON, UT 84042 ("Trustor") and ROCK CANYON BANK, whose address is Pleasant Grove Office, 475 East State Road, Pleasant Grove, UT 84062 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated September 26, 2008 (the "Deed of Trust") which has been recorded in UTAH County, State of Utah, as follows:

ENTRY NUMBER 106393:2008 RECORDED SEPTEMBER 26, 2008 OFFICE OF UTAH COUNTY RECORDER.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in UTAH County, State of Utah:

See SEE ATTACHED EXHIBIT "A"03:008:, 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 25 WEST STATE ROAD, PLEASANT GROVE, UT 84062. The Real Property tax identification number is 03:008:0011, 03:008:0012, 03:008:0013.

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

PRINCIPAL AMOUNT OF THIS NOTE IS HEREBY INCREASED TO \$670,888.00. .

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 endorers 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)**

Loan No: 2803616002

Page 2

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 OCTOBER 2, 2013.

TRUSTOR:

AMG ENTERPRISES, INC

By: [Signature]  
DUSTIN SWEETEN, President of AMG ENTERPRISES, INC

LENDER:

ROCK CANYON BANK

X [Signature]  
Jacob Hoyt, Loan Officer

**CORPORATE ACKNOWLEDGMENT**

STATE OF Utah  
COUNTY OF Utah

)  
) SS  
)



On this 2<sup>nd</sup> day of October, 2013, before me, the undersigned Notary Public, personally appeared **DUSTIN SWEETEN, President of AMG ENTERPRISES, INC**, and known to me to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By [Signature]  
Notary Public in and for the State of Utah

Residing at Dem  
My commission expires 10-20-2015

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

Loan No: 2803616002

Page 3

**LENDER ACKNOWLEDGMENT**

STATE OF Utah )  
 ) SS  
COUNTY OF Utah )



On this 4th day of October, 20 13, before me, the undersigned Notary Public, personally appeared **Jacob Hoyt** and known to me to be the **Loan Officer**, authorized agent for **ROCK CANYON BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **ROCK CANYON BANK**, duly authorized by **ROCK CANYON 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 **ROCK CANYON BANK**.

By Cindy C. Smith  
Notary Public in and for the State of Utah

Residing at oem

My commission expires 10-20-2015

## EXHIBIT "A"

Order No. 53212-1

Parcel #1:

Beginning at a point on the South right of way for State Street which point is East 436.76 feet and South 1273.58 feet from the point for the North one quarter section corner of Section 29, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence along right of way and fence line South 79 deg. 31' 36" East 68.43 feet to a UDOT r.o.w. cap, thence continue along right of way North 17 deg. 50' 00" East 20.00 feet to a UDOT r.o.w. cap in a fence line, thence along said right of way and fence line South 72 deg. 29' 00" East 97.61 feet, thence South 77.51 feet, thence North 89 deg. 14' 00" West 165.38 feet to a fence line, thence North 00 deg. 39' 55" West 98.09 feet along said fence to the point of beginning.

LESS AND EXCEPTING that portion of land intended to be deeded to Utah Department of Transportation by virtue of a Warranty Deed recorded November 20, 2008 as Entry No. 123951:2008 of official records.

Parcel #2:

Beginning at a point which is East 436.76 feet and South 1273.58 feet and South 00 deg. 39' 55" East 98.09 feet from the point for the North one quarter section corner of Section 29, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence South 89 deg. 14' 00" East 215.95 feet, thence South 112.41 feet to a fence line, thence North 89 deg. 36' 41" West 214.61 feet along a fence line, thence North 00 deg. 39' 55" West 113.85 feet along a fence line and the extension thereof to the point of beginning.

Parcel #3:

Beginning at a point which is East 603.27 feet and South 1373.87 feet from the point for the North one quarter section corner of Section 29, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence North 77.51 feet to the South r.o.w. of State Street, thence along said r.o.w. South 72 deg. 29' 00" East 180.08 feet, thence South 00 deg. 01' 56" West 37.07 feet, thence North 89 deg. 29' 00" West 121.15 feet, thence North 12.24 feet, thence North 89 deg. 14' 00" West 50.57 feet to the point of beginning.

TOGETHER WITH a 25.00 foot easement for ingress and egress being 12.50 feet on each side of the following described centerline; beginning at a point on the South right of way for State Street which point is East 844.60 feet and South 1372.52 feet from the point for the North one quarter section corner of Section 29, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence South 30 deg. 00' 00" West 19.56 feet; thence North 89 deg. 14' 00" West 370.00 feet.