



W2985540

E# 2985540 PG 1 OF 6
Leann H. Kilts, WEBER COUNTY RECORDER
12-Jun-19 0424 PM FEE \$40.00 DEP ZG
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

Tax Serial Number:
18-154-0004

WHEN RECORDED MAIL TO:
First Community Bank Utah, Division of Glacier Bank
Commercial Division
P.O. Box 248
1601 No. Hillfield Road
Layton, UT 84041

113587-TOF

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



000000007400010998073506062019

THIS MODIFICATION OF DEED OF TRUST dated June 6, 2019, is made and executed between Crossroads Nogden BP II, LLC, a Utah limited liability company, whose address is 748 West Heritage Park Blvd., Suite 203, Layton, UT 84041 ("Trustor") and First Community Bank Utah, Division of Glacier Bank, whose address is Commercial Division, P.O. Box 248, 1601 No. Hillfield Road, Layton, UT 84041 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated May 3, 2019 (the "Deed of Trust") which has been recorded in Weber County, State of Utah, as follows:

Recorded May 6, 2019, Entry No. 2978462, at Page 1 of 18, Weber County Recorder.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real

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

Loan No: 7400010998

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property located in Weber County, State of Utah:

All of Lot 604, NORTH POINTE CENTER SUBDIVISION, SIXTH AMENDMENT, according to the official plat thereof, recorded in the office of the County Recorder of Weber County, Utah, on December 28, 2017 as Entry No. 2897475 in Book 82 at Page 58.

The Real Property or its address is commonly known as Unavailable, North Ogden, UT 84414. The Real Property tax identification number is 18-154-0004.

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

THE ABOVE INDEBTEDNESS OF BORROWER IN FAVOR OF LENDER IS HEREBY MODIFIED AS FOLLOWS:

The original loan amount of \$969,500.00 is hereby increased to the new principal amount of \$1,040,000.00.

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 endorsers 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.

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 JUNE 6, 2019.

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

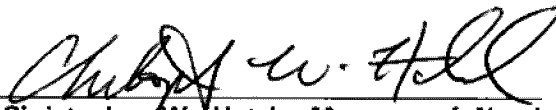
Loan No: 7400010998

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TRUSTOR:

CROSSROADS NOGDEN BP II, LLC

NOGDEN PARTNERS, LLC, Manager of Crossroads Nogden BP II,
LLC

By: 
Christopher W. Hatch, Manager of Nogden Partners,
LLC

TGC CROSSROADS NOGDEN BP, LLC , Manager of Crossroads
Nogden BP II, LLC

By: 
Michael R. Christensen, Manager of TGC Crossroads
Nogden BP, LLC

LENDER:

FIRST COMMUNITY BANK UTAH, DIVISION OF GLACIER BANK

X 
Authorized Officer

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

Loan No: 7400010998

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah)

) SS

COUNTY OF SALT LAKE)

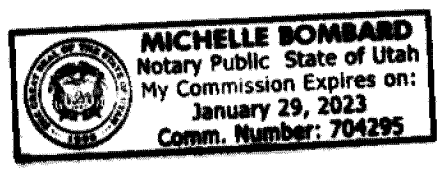
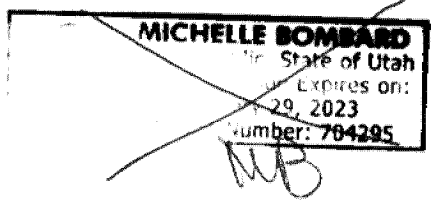
On this 7th day of June, 20 19, before me, the undersigned Notary Public, personally appeared **Christopher W. Hatch, Manager of Nogden Partners, LLC, Manager of Crossroads Nogden BP II, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By *[Signature]*

Residing at Davis County

Notary Public in and for the State of Utah

My commission expires 1-29-2023



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

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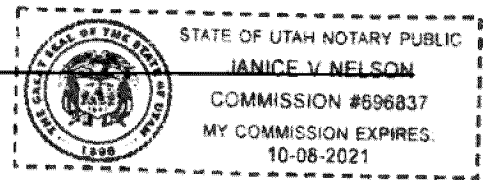
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Davis)

On this 12th day of June, 20 19, before me, the undersigned Notary Public, personally appeared **Michael R. Christensen, Manager of TGC Crossroads Nogden BP, LLC , Manager of Crossroads Nogden BP II, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By *Janice Nelson*
Notary Public in and for the State of Ut

Residing at Syracuse
My commission expires 10-08-21



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

Loan No: 7400010998

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LENDER ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Davis)

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared Greg Vidune and known to me to be the S.V.P., authorized agent for **First Community Bank Utah, Division of Glacier Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First Community Bank Utah, Division of Glacier Bank**, duly authorized by **First Community Bank Utah, Division of Glacier 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 **First Community Bank Utah, Division of Glacier Bank**.

By Corinne Chesley

Residing at Layton, Utah

Notary Public in and for the State of Utah

My commission expires 05-26-2021

