

**Tax Serial Number:**  
**VS-0015**

**RECORDATION REQUESTED BY:**  
Celtic Bank Corporation  
268 S. State Street  
Suite 300  
Salt Lake City, UT 84111

**WHEN RECORDED MAIL TO:**  
Celtic Bank Corporation  
268 S. State Street  
Suite 300  
Salt Lake City, UT 84111

**SEND TAX NOTICES TO:**  
Celtic Bank Corporation  
268 S. State Street  
Suite 300  
Salt Lake City, UT 84111

**FOR RECORDER'S USE ONLY**

*CT-103838-CAF*

## **MODIFICATION OF DEED OF TRUST**

**THIS MODIFICATION OF DEED OF TRUST dated June 25, 2018, is made and executed between Brockbank 5, LLC ("Trustor") and Celtic Bank Corporation, whose address is 268 S. State Street, Suite 300, Salt Lake City, UT 84111 ("Lender").**

**DEED OF TRUST.** Lender and Trustor have entered into a Deed of Trust dated July 16, 2012 (the "Deed of Trust") which has been recorded in Duchesne County, State of Utah, as follows:

**Ent 448260Bk A653 Pg 600**  
**Date: 07-Aug-2012 2:01:46 PM**  
**Filed By: CBM**  
**Carolyne Madsen, Recorder**  
**Duchesne County Corporation**  
**For: Farm & Home Title.**

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

See attached Exhibit A.

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

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The Real Property or its address is commonly known as 2535 South 2800 West, Roosevelt, UT 84066. The Real Property tax identification number is VS-0015.

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

On November 3rd, 2016, the line of credit was increased from \$1,000,000.00 to \$1,600,000.00. The line is hereby increased again from \$1,600,000.00 to \$2,600,000.00, an increase of \$1,000,000.00. The new Line of Credit amount is \$2,600,000.00.

**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 25, 2018.**

**TRUSTOR:**

**BROCKBANK 5, LLC**

By   
NATHAN A. BROCKBANK, Manager of Brockbank 5,  
LLC

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

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LENDER:

CELTIC BANK CORPORATION

X *Stacy Howell*  
Authorized Officer

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF UTAH )  
 ) SS  
COUNTY OF SALT LAKE )

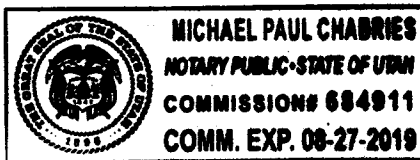
On this 27th day of JUNE, 20 18, before me, the undersigned Notary Public, personally appeared **NATHAN A. BROCKBANK, Manager of Brockbank 5, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the 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 *Michael P. Chabries*

Residing at *Davis Canyon*

Notary Public in and for the State of UTAH

My commission expires 8-27-2019



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

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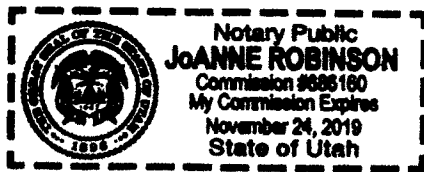
**LENDER ACKNOWLEDGMENT**

STATE OF Utah )  
 ) SS  
COUNTY OF Salt Lake )

On this 26<sup>th</sup> day of June, 20 18, before me, the undersigned Notary Public, personally appeared Steve Howell and known to me to be the S.V.P Construction, authorized agent for **Celtic Bank Corporation** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Celtic Bank Corporation**, duly authorized by **Celtic Bank Corporation** 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 **Celtic Bank Corporation**.

By Joanne Robinson  
Notary Public in and for the State of Utah

Residing at Layton, Utah  
My commission expires November 24, 2019



File No. 103928-TOF.

**EXHIBIT A  
PROPERTY DESCRIPTION**

Lot 15, VONSVILLE SUBDIVISION, as Amended, according to the official plat thereof on file in the office of the Recorder, Duchesne County, Utah.

Tax Id No.: 00-0020-9928