

Tax Serial Number:
19-036-0104

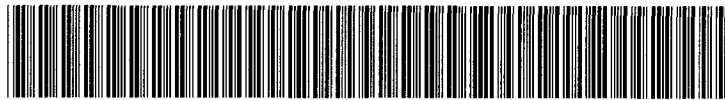
RECORDATION REQUESTED BY:
ROCK CANYON BANK
Pleasant Grove Office
475 East State Road
Pleasant Grove, UT 84062

WHEN RECORDED MAIL TO:
ROCK CANYON BANK
Pleasant Grove Office
475 East State Road
Pleasant Grove, UT 84062

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

108545.MKP



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THIS MODIFICATION OF DEED OF TRUST dated September 23, 2019, is made and executed between BOARDWALK INDUSTRIES, LLC, whose address is 2825 E COTTONWOOD PKWY, SALT LAKE CITY, UT 84121 ("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 December 19, 2018 (the "Deed of Trust") which has been recorded in UTAH County, State of Utah, as follows:

RECORDED JANUARY 08, 2019, ENTRY NUMBER 1777:2019, IN THE OFFICE OF THE UTAH COUNTY RECORDER.

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

PARCEL 1:

Proposed LAKEVIEW FIELDS PLAT E, being more particularly described as follows:

Beginning at a point located North 89°31'44" West along section line 1173.08 feet and North 320.33 feet from the Southeast corner of Section 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian and running thence North 45°11'38" West, a distance of 14.14 feet; thence North 00°11'38" West, a distance of 319.51 feet; thence along the arc of a 171.00 foot curve to the left through a central angle of 16°36'36" for 49.57 feet (chord bears North 08°29'56" West 49.40 feet); thence North 76°06'34" East, a distance of 96.77 feet; thence South 27°35'14" East, a distance of 393.08 feet; thence South 22°33'10" West, a distance of 14.33 feet; thence South 62°24'46" West, a distance of 50.67 feet; thence along the arc of a 185.33 foot curve to the right

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

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through a central angle of 23°34'47" for 76.27 feet (chord bears South 77°46'53" West 75.73 feet); thence South 89°48'22" West, a distance of 133.13 feet to the point of beginning.

PARCEL 2:

Proposed LAKEVIEW FIELDS PLAT F, being more particularly described as follows:

Beginning at a point located North 89°31'44" West along section line 970.99 feet and North 0.13 feet from the Southeast corner of Section 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°58'43" West, a distance of 233.51 feet; thence North 00°01'17" East, a distance of 99.72 feet; thence North 25°59'02" West, a distance of 45.13 feet; thence along the arc of a 77.00 foot curve to the left through a central angle of 62°46'11" for 84.36 feet (chord bears North 31°11'27" East 80.20 feet); thence North 00°11'38" West, a distance of 60.85 feet; thence along the arc of a 10.00 foot curve to the right through a central angle of 90°00'00" for 15.71 feet (chord bears North 44°48'22" East 14.14 feet); thence North 89°48'22" East, a distance of 153.11 feet; thence South 37°43'33" East, a distance of 78.61 feet; thence South 00°11'38" East, a distance of 218.21 feet to the point of beginning.

The Real Property or its address is commonly known as 1950 SOUTH GENEVA ROAD, OREM, UT 84058. The Real Property tax identification number is 19-036-0104.

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

THE AMOUNT OF THIS CONSTRUCTION DEED OF TRUST SHALL INCREASE FROM \$4,450,000.00 TO \$5,280,200.00.


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 endorser 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 SEPTEMBER 23, 2019.

TRUSTOR:


BOARDWALK INDUSTRIES, LLC

By: 
JEFFREY MANSELL, Manager of BOARDWALK INDUSTRIES, LLC

By: 
CHAD ANDERSON, Manager of BOARDWALK INDUSTRIES, LLC

LENDER:

ROCK CANYON BANK

x 
Jared Peterson, Loan Officer

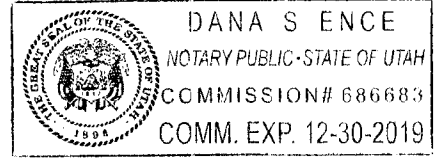
MODIFICATION OF DEED OF TRUST
(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Utah)



On this 23 day of September, 2019, before me, the undersigned Notary Public, personally appeared **JEFFREY MANSELL, Manager of BOARDWALK INDUSTRIES, LLC and CHAD ANDERSON, Manager of BOARDWALK INDUSTRIES, LLC**, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

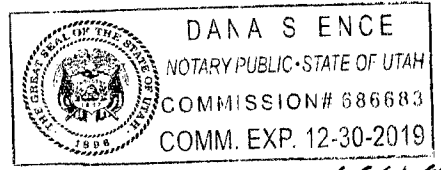
686683

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

Residing at 475 E State Rd PG. UT 84042
My commission expires 12-30-2019

LENDER ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Utah)



On this 23 day of September, 2019, before me, the undersigned Notary Public, personally appeared **Jared Peterson** 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**.

686683

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

Residing at 475 E State Rd PG UT 84042
My commission expires 12-30-2019