

WHEN RECORDED MAIL TO:

Craig K. Poulton  
Poulton Holding Co.  
3785 S. 700 E., Suite 201  
Salt Lake City, Utah 84106

13217472  
3/16/2020 12:04:00 PM \$40.00  
Book - 10910 Pg - 3294-3297  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 4 P.

Tax Parcel Nos. 16-35-151-001  
16-35-151-002  
16-35-151-003

**MODIFICATION OF TRUST DEED**

*CTIA : 112605 - CAF*

THIS MODIFICATION OF TRUST DEED dated this 13 day of March, 2020 (this "Modification") is made and executed between **Mill Circle, LLC**, a Utah limited liability company, whose address is 3826 Honeycut Road, Salt Lake City, Utah 84106 ("Trustor"), and **Poulton Holding Co.**, a Utah corporation ("Beneficiary").

**RECITALS**

A. This Modification pertains to that certain Trust Deed dated April 26, 2019 (the "Trust Deed"), executed by Trustor in favor of Beneficiary, and recorded on April 26, 2019, as Entry No. 12976096, in Book 10774 at Page 3392-3394, in the official records of Salt Lake County, State of Utah.

B. Additional obligations will be secured by this Trust Deed, and Trustor and Beneficiary have agreed to modify the Trust Deed, to accurately reflect the obligations secured thereby.

NOW, THEREFORE, the parties hereto agree as follows:

1. In addition to the indebtedness set forth in the Trust Deed, the Trust Deed secures repayment of all amounts owed by Trustor to Beneficiary under that certain Loan Modification Agreement executed by Beneficiary and Trustor simultaneously herewith, including, without limitation, the increased principal amount due under the Note in the aggregate amount of **Four Hundred Thirty Six Thousand Nine Hundred Seventy Two and 60/100 Dollars (\$436,972.60)**.

2. Except as expressly modified herein the terms of the original Trust Deed shall remain unchanged and in full force and effect. Consent by Beneficiary to this Modification does not waive Beneficiary's right to require strict performance of the Trust Deed, as changed above, nor obligate Beneficiary to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the Note, the Loan Modification Agreement, or other credit agreements secured by the Trust Deed. It is the intention of Beneficiary to retain as liable all parties to the Trust Deed and all parties, makers, endorsers and guarantors to the Note, and the Loan Modification Agreement, unless the parties are expressly released by Beneficiary in writing. Any guarantor, maker or endorser, shall not be released by virtue of this Modification.

If any person who signed the original Trust Deed does not sign this Modification then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Beneficiary that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This wavier applies not only to any initial extension or modification, but also to all such subsequent actions.

3. The property described in the Trust Deed shall remain subject to the lien, charge or encumbrance of the Trust Deed, and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Trust Deed, or the priority thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of said Note, the Loan Modification Agreement, and/or the Trust Deed.

4. This Modification does not represent a repayment, extinguishment or novation with respect to the Trust Deed and the indebtedness secured thereby, but only a modification thereof. The Trust Deed remains in full force and effect as modified hereby. The priority of the lien of the Trust Deed shall not be affected by this Modification.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF TRUST DEED AND TRUSTOR AGREES TO ITS TERMS.

[Signatures to follow]



**EXHIBIT A**

Lots 1 through 3, **MILL HOLLOW SUBDIVISION**, according to the official plat thereof on file and of record in the Salt Lake County Recorder's office.

1519709