

Tax Serial Number:

02-128-0-0036

WHEN RECORDED MAIL TO:

First Community Bank Utah, Division of Glacier Bank
Layton Hills Branch
1601 N. Hill Field Rd.
Layton, UT 84041

UT-88375-JB

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



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THIS MODIFICATION OF DEED OF TRUST dated August 3, 2021, is made and executed between ZENITH TOOELE, LLC, whose address is 2040 E MURRAY HOLLADAY RD STE 204, HOLLADAY, UT 84117-5185 ("Trustor") and First Community Bank Utah, Division of Glacier Bank, whose address is Layton Hills Branch, 1601 N. Hill Field Rd., Layton, UT 84041 {"Lender"}.

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated June 17, 2021 (the "Deed of Trust") which has been recorded in TOOELE County, State of Utah, as follows:

Recorded June 18, 2021 in the Office of the Tooele County Recorder, State of Utah, as Entry No. 547134.

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

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(Continued)**

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property located in TOOELE County, State of Utah:

A parcel of land, situate in the Southeast Quarter of Section 17, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and in Tooele City, Tooele County, Utah, more particularly described as follows:

Beginning at the northerly most corner of Lot 112 of Lexington Greens at Overlake Phase 1, recorded as Entry No. 499349 in the Tooele County Recorder's Office, said point being South $0^{\circ}14'46''$ East 903.82 feet along the Section line and West 637.55 feet from the East Quarter Corner of Section 17, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running: thence South $23^{\circ}44'49''$ West 189.63 feet along the westerly line of Lots 112 and 113 of said Lexington Greens at Overlake Phase 1, to the southerly line of Lexington Greens Drive, said point also being on the northerly line of Lexington at Overlake 5 Lot Minor Subdivision, recorded as Entry No. 487038 in the Tooele County Recorder's Office: thence Northwesterly 71.33 feet along the arc of a 170.00-foot radius non-tangent curve to the left (center bears South $23^{\circ}44'49''$ West and the long chord bears North $78^{\circ}16'24''$ West 70.81 feet through a central angle of $24^{\circ}02'27''$ along the northerly boundary of said Lexington at Overlake 5 Lot Minor Subdivision, this call and the following (5) calls; thence South $89^{\circ}42'23''$ West 1,013.23 feet: thence Southwesterly 46.31 feet along the arc of a 29.50-foot radius tangent curve to the left (center bears South $0^{\circ}17'37''$ East and the long chord bears South $44^{\circ}43'48''$ West 41.70 feet through a central angle of $89^{\circ}57'09''$); thence South $89^{\circ}45'14''$ West 60.00 feet; thence Northwesterly 46.26 feet along the arc of a 29.50-foot radius non-tangent curve to the left (center bears South $89^{\circ}33'41''$ West and the long chord bears North $45^{\circ}21'58''$ West 41.67 feet through a central angle of $89^{\circ}51'18''$); thence South $89^{\circ}42'23''$ West 87.48 feet, to the northwest corner of Lot 4 of said Lexington at Overlake 5 Lot Minor Subdivision; thence North $0^{\circ}14'46''$ West 814.63 feet, to the southwest corner of Lot 30 of said Lexington Greens at Overlake Phase 1; thence North $89^{\circ}45'14''$ East 117.00 feet along the south line said Lot 30, to the west line 680 West Street; thence South $0^{\circ}14'46''$ East 49.54 feet along the west line of said 680 West Street, to the south line of said Lexington Greens at Overlake Phase 1; thence North $89^{\circ}42'23''$ East 787.45 feet along the southerly line of said Lexington Greens at Overlake Phase 1 to the northwest corner of Lot 66 of said Subdivision; thence south $0^{\circ}17'37''$ East 117.00 feet along the west line of Lot 66, to the north line of 1410 North Street; thence South $89^{\circ}42'23''$ West 0.25 feet along the north line of said 1410 North Street, to the westerly line of said Lexington Greens of Overlake Phase 1; thence South $0^{\circ}17'37''$ East 294.00 feet along the westerly line of said Lexington Greens at Overlake Phase 1, to the southwest corner of Lot 82 of said Subdivision, said point also being on the north line of 1360 North Street; thence South $89^{\circ}42'23''$ West 0.25 feet along the north line of said 1360 North Street, to the westerly line of said Lexington Greens at Overlake Phase 1; thence South $0^{\circ}17'37''$ East 177.00 feet along west line of said Lexington Greens at Overlake Phase 1, to the southwest corner of Lot 110 of said Subdivision; thence North $89^{\circ}42'23''$ East 420.00 feet along the southerly line of said Lexington Greens at Overlake Phase 1, to the southwest corner of Lot 103 of said Subdivision; thence South $66^{\circ}15'11''$ East 45.57 feet along the southerly line of said Lot 103; to the Point of Beginning.

To be known as:

Lexington Greens at Overlake, Phase 2

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

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The Real Property or its address is commonly known as NO ADDRESS ASSIGNED, TOOELE, UT 84074. The Real Property tax identification number is 02-128-0-0036

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

The current outstanding principal balance of \$497,608.20 is hereby increased to to the new principal balance of 4,701,490.00.

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 AUGUST 3, 2021.

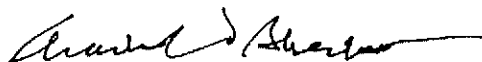
**MODIFICATION OF DEED OF TRUST
(Continued)**

TRUSTOR:

ZENITH TOOEE, LLC


ZENITH LAND PARTNERS, LLC, Manager of ZENITH TOOEE, LLC

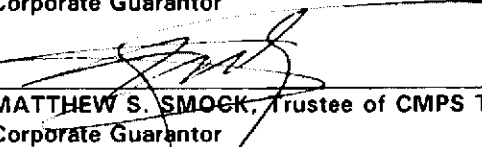
CWA INVESTMENTS, LLC, Manager of ZENITH LAND PARTNERS,
LLC

By: 
CHARLES W. AKERLOW, Manager of CWA
Investments, LLC and as Corporate Guarantor

MOUNT ROYAL PARTNERS LLC, Manager of ZENITH LAND
PARTNERS, LLC

CMPS TRUST, Manager of MOUNT ROYAL PARTNERS LLC

By: 
CAROLE M. SMOCK, Trustee of CMPS TRUST, and as
Corporate Guarantor

By: 
MATTHEW S. SMOCK, Trustee of CMPS Trust, and as
Corporate Guarantor

MODIFICATION OF DEED OF TRUST
(Continued)

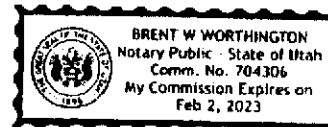
LENDER:

FIRST COMMUNITY BANK UTAH, DIVISION OF GLACIER BANK

[Signature]
Authorized Officer
By: Patrick Barlow

CORPORATE ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)



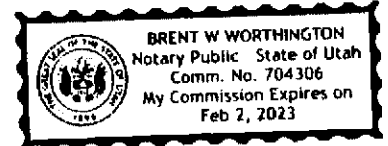
On this 4 day of August, 20 21, before me, the undersigned Notary Public, personally appeared **CHARLES W. AKERLOW, Manager of CWA Investments, LLC and as Corporate Guarantor; CAROLE M. SMOCK, Trustee of CMPS TRUST, and as Corporate Guarantor; and MATTHEW S. SMOCK, Trustee of CMPS Trust, and as Corporate Guarantor**, and known to me to be authorized agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By *[Signature]* Residing at Salt Lake County
Notary Public in and for the State of Ut My commission expires 02/02/23

MODIFICATION OF DEED OF TRUST
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)



On this 4 day of August, 20 21, before me, the undersigned Notary Public, personally appeared Patrick Beilow and known to me to be the Vice President, 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 [Signature]
Notary Public in and for the State of Utah

Residing at Salt Lake County
My commission expires 02/02/2023