

13618075
4/1/2021 2:54:00 PM \$40.00
Book - 11148 Pg - 6603-6606
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 4 P.

Tax Serial Number:
21-26-477-010

RECORDATION REQUESTED BY:
ROCK CANYON BANK
Orem Office
1376 North State Street
Orem, UT 84057

WHEN RECORDED MAIL TO:
ROCK CANYON BANK
Orem Office
1376 North State Street
Orem, UT 84057

E142331-DTF

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



000000001884304700073504012021

THIS MODIFICATION OF DEED OF TRUST dated April 1, 2021, is made and executed between ROCK MOUNTAIN L.L.C., whose address is 1942 EAST BARRETT PARK DRIVE, SANDY, UT 84092 ("Trustor") and ROCK CANYON BANK, whose address is Orem Office, 1376 North State Street, Orem, UT 84057 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated December 18, 2014 (the "Deed of Trust") which has been recorded in SALT LAKE County, State of Utah, as follows:

RECORDED DECEMBER 19, 2014, ENTRY NUMBER 11965546, BOOK 10283, PAGE 6490-6500 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

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

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 763-781 WEST DEPOT STREET, MIDVALE, UT 84047. The Real Property tax identification number is 21-26-477-010.

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

THE PRINCIPAL LOAN AMOUNT ON THIS DEED OF TRUST SHALL BE INCREASED TO \$319,933.00.

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

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

Loan No: 1884304700

Page 2

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 APRIL 1, 2021.

TRUSTOR:

ROCK MOUNTAIN L.L.C.

By: *Amber Wanlass*
AMBER WANLASS, Member of ROCK MOUNTAIN L.L.C.

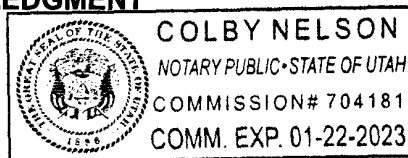
LENDER:

ROCK CANYON BANK

X *Colby Nelson*
Colby Nelson, Relationship Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)
) SS
COUNTY OF UTAH)



On this 1 day of APRIL, 2020, before me, the undersigned Notary Public, personally appeared **AMBER WANLASS, Member of ROCK MOUNTAIN L.L.C.**, 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 *Colby Nelson*
Notary Public in and for the State of UT

Residing at OCEM, UT
My commission expires 01/22/23

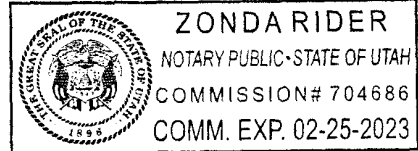
MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 1884304700

Page 3

LENDER ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Utah)



On this 1st day of April, 2021, before me, the undersigned Notary Public, personally appeared **Colby Nelson** and known to me to be the **Relationship 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**.

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

Residing at [Signature]
My commission expires 2-25-2023

**EXHIBIT A
PROPERTY DESCRIPTION**

Commencing at a point 414 1/4 feet West of the Northeast corner of Cutler's Subdivision of part of the Southeast Quarter of Section 26, Township 2 South, Range 1 West, Salt Lake Meridian, (the Northeast Corner of said Subdivision being 1383.6 feet South of Station #2 of Highway #13, according to the survey made by L.P. Elliott, Civil Engineer on June 01, 1904 and supposed to be 33 feet West and 1399.2 feet South of the Northeast Corner of Said Quarter Section) thence running West 125 feet to the East line of a 39 1/4 foot Street; thence South 100 feet; thence East 250 feet; thence North 100 feet; thence West 125 feet to the place of beginning. Said property is further described as being lots 1, 2, 15, and 16 of Block 2, Cutlers Subdivision, an unrecorded plat. Also: beginning at the Northwest Corner of Block 2 of the aforesaid Subdivision, said point being South 1383.50 feet and West 576.48 feet from the East Quarter Corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 0° 14' East 115.00 feet; thence South 89°53' East 150.00 feet; thence South 0° 14' West 115.00 feet to the North Line of the Cutler Subdivision aforesaid; thence following said line North 89°53' West 150.00 feet to the point of beginning.

ALSO: Commencing at a point in the center of Depot Street, Midvale, Utah, which point is South 1272.65 feet and West 428 feet from the East Quarter corner of Section 26, Township 2 South, Range 1 West, Salt Lake Meridian; thence South 115 feet; thence East 115 feet, more or less, to the center of Stagg Street; thence North along the center of Stagg Street 115 feet, more or less, to the center of Depot Street; thence West along the center of Depot Street 115 feet, more or less, to the point of beginning.

Less and Excepting any portion lying within the bounds of Depot Street and Stagg Street and that portion shown in Final Order of Condemnation dated September 19, 1972, and recorded September 19, 1972, as Entry No. 2495229 in Book 3187 at Page 70, more particularly described as follows:

A parcel of land in fee for a highway known as Project No. 0150, being part of an entire tract of property, in the East half of the Southeast quarter of section 26, Township 2 South, Range 1 West, Salt Lake Base & Meridian, The boundaries of said parcel of land are described as follows: Beginning at the Southwest corner of said entire tract, which is 539.25 feet West and 100.00 feet South from the Northeast corner of Cutler's unrecorded subdivision, said Northeast corner being 1399.2 feet south and 33 feet West from the East Quarter corner of said Section 26; thence East 86.37 feet along the South boundary line of said entire tract to a point 53.00 feet perpendicularly distant easterly from the center line of said project at Engineer Station 19+50.71; thence North 5°09'02" East 220.98 feet to the intersection with the North boundary line of said entire tract; thence North 89°53' West 105.59 feet along said North boundary line to the Northwest corner of said entire tract; thence south 221.00 feet, more or less, to the point of beginning.

Tax Id No.: 21-26-477-010