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BK 7702 PG 2201

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
2/23/2021 3:19:00 PM
FEE \$40.00 Pgs: 4
DEP eCASH REC'D FOR MOUNTAIN VIEW TITLE

Tax Serial Number:
02-098-0083

WHEN RECORDED MAIL TO:
First Community Bank Utah, Division of Glacier Bank
Layton Main Office Branch
12 South Main
Layton, UT 84041

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



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THIS MODIFICATION OF DEED OF TRUST dated February 23, 2021, is made and executed between SY CUTLER LLC, whose address is 260 SOUTH MAIN ST, CENTERVILLE, UT 84014-0000 ("Trustor") and First Community Bank Utah, Division of Glacier Bank, whose address is Layton Main Office Branch, 12 South Main, Layton, UT 84041 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated November 30, 2020 (the "Deed of Trust") which has been recorded in DAVIS County, State of Utah, as follows:

Recorded on December 2, 2020, as Entry No. 3320902, in Book 7647, at Page 1162-1178.

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

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

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property located in DAVIS County, State of Utah:

BEGINNING 754.10 FEET EAST AND 49.42 FEET SOUTH FROM THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN; NORTH 125 FEET; EAST 120.7 FEET, MORE OR LESS, TO THE WEST LINE OF A HIGHWAY; THENCE SOUTH 118.79 FEET MORE OR LESS ALONG SAID HIGHWAY TO A POINT OF A 20 FOOT RADIUS CURVE TO THE RIGHT 13.22 FEET (LONG CHORD BEARS SOUTH 71°04'11" WEST 12.98 FEET) THENCE WEST 108.44 FEET TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as 260 SOUTH MAIN STREET, CENTERVILLE, UT 84014. The Real Property tax identification number is 02-098-0083.

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

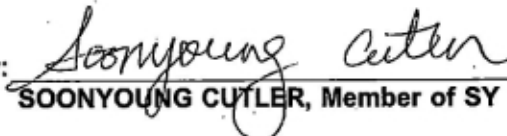
The CDC pay down has been received and the Loan is hereby converted to a Term Agreement.

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 FEBRUARY 23, 2021.

TRUSTOR:

SY CUTLER LLC

By: 
SOONYOUNG CUTLER, Member of SY CUTLER LLC

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

LENDER:

FIRST COMMUNITY BANK UTAH, DIVISION OF GLACIER BANK

X [Signature]
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Davis)

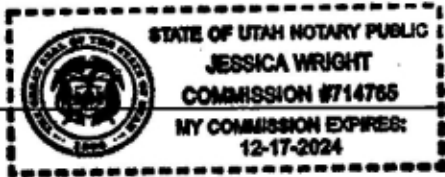
On this 23rd day of February, 20 21, before me, the undersigned Notary Public, personally appeared **SOONYOUNG CUTLER, Member of SY CUTLER LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification 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 [Signature]

Residing at Layton, UT

Notary Public in and for the State of UT

My commission expires 12-17-2024



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

LENDER ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Davis)

On this 23rd day of February, 20 ~~23~~, before me, the undersigned Notary Public, personally appeared Kirk Nicholls 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 Jessica Wright Residing at Layton, UT
Notary Public in and for the State of UT My commission expires 12-17-2024

