

When Recorded, Mail To:
Aclaime Credit Strategies Fund, LP
230 W Towne Ridge Pkwy, STE 520
Sandy, UT 84070
Attention: Keith Crandall

13932235 B: 11328 P: 3920 Total Pages: 10
04/13/2022 04:11 PM By: asteffensen Fees: \$40.00
MODIF- MODIFICATION AGREEMENT
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: HIGHLAND TITLE
6622 S 1300 ESALT LAKE CITY, UT 84121

Tax Parcel Nos. 33-03-326-080, 33-03-326-092, 16-29-281-014, 16-29-429-013

53842A

(Above space reserved for recording information)

LOAN MODIFICATION AGREEMENT

NOTICE: THIS AGREEMENT AFFECTS A SECURITY DEED, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING RECORDED ON July 22, 2021, IN BOOK 11210 Pg 6343-6405 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

THIS LOAN MODIFICATION AGREEMENT (this "**Modification Agreement**") is made as of the 5th day of April, 2022 by and among **C,C & L Enterprises, LLC**, a Utah limited liability company, as "**Borrower**;" and **ACLAIMÉ CREDIT STRATEGIES FUND, LP**, a Utah limited partnership, as "**Lender**".

Recitals

- A. On or about July 21, 2021, a loan was made by Lender to Borrower in the original principal amount of \$1,025,000 (the "**Loan**"). The Loan is evidenced by a Promissory Note made by Borrower in favor of Lender (the "**Note**").
- B. The Loan is further evidenced and secured by, among other things, a Security Deed, Assignment of Rents, Security Agreement and Fixture Filing, dated and recorded in the office of the Salt Lake County Recorder (the "**Security Deed**"), encumbering that certain real property located in Fulton County as further described on Exhibits A attached hereto, and such other Trust Property as defined in the Security Deed. The Note, the Security Deed and all other documents executed in conjunction with the Loan are hereinafter collectively referred to as the "**Loan Documents**".
- C. The Loan was modified on or about December 1, 2021 to increase the principal amount by \$207,000 (the "**First Modification**").
- D. Borrower has requested an additional loan from Lender in the amount of \$500,000 (the "**Additional Loan**"). Lender agrees to advance this Additional Loan and the parties desire to amend the Loan Documents in certain respects as hereinafter provided.

Modification Terms

NOW, THEREFORE, in consideration of the Additional Loan, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

MO KB

1. Definitions. Any capitalized terms used herein and not otherwise defined herein shall have the meaning set forth in the Loan Documents.

2. Amendment to Security Deed. Borrower and Lender agree that the Loan will hereafter include the Additional Loan advances, for a total principal amount of \$207,000 and \$500,000 such that the **new loan amount is \$1,732,000** (the "New Loan"). All covenants and obligations of Borrower under the Security Deed will apply to the New Loan as if it had been the principal sum described in the Security Deed when the Security Deed was originally executed.

3. Amendment to Note.

a) Borrower and Lender agree that the "**Principal**" defined in the first paragraph of the Note is hereby amended to be the New Loan of \$1,732,000. Concurrent with the delivery and execution of this Modification Agreement, Lender will disburse \$500,000 of the Additional Loan to Borrower. Accordingly, Interest, as defined in Section 2 of the Note, will be calculated off of the new Principal amount.

b) The Maturity date shall remain the same date of July 20, 2022.

c) Borrower agrees and shall pay a loan modification fee of 2% on the additional \$500,000 advance.

d) Borrower shall pay a \$1,000 document fee to cover the costs of drafting this agreement.

4. Representations and Warranties of Borrower. Borrower hereby represents and warrants to Lender as follows:

a) The Loan is not in default, nor has any event or omission occurred which with the giving of any required notice and/or the passage of time could result in a default;

b) The priority of Lender's security interest in the Property has not been adversely affected;

c) There has been no material adverse change in the financial condition of Borrower, or in the economic or physical condition of the Property; and

d) There has been no damage or injury to the Property.

e) No encumbrance nor mechanics liens do now exist against the property.

Without limiting any of the foregoing, Borrower hereby reaffirms all of the representations and warranties set forth in the Deed of Trust.

5. No Other Change. Except as expressly amended in this Modification Agreement, each and every term, condition, warranty and provision of the Loan Documents shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties. Nothing herein shall be construed to release, discharge, alter or affect the obligations of Borrower under the Loan Documents, regardless of whether or not such Loan Documents are specifically referenced herein. A default by Borrower under this Modification Agreement will constitute a default under the Loan Documents.

6. Binding Effect. This Modification Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, successors, legal representatives and assigns.

Loan # 3203 Norcross
374 Norcross St
Roswell, GA, 30075

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Loan Modification Agreement

Borrower's Initials

7. Receipt of Copy. Borrower acknowledges receipt of a copy of this Modification Agreement as the time of signing thereof.

8. Governing Law. This Modification Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

9. Counterparts. This Modification Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

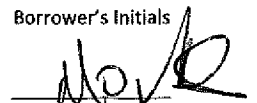
[Remainder of page intentionally left blank. Signature pages follow].

Loan # 3203 Norcross
374 Norcross St
Roswell, GA, 30075

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Loan Modification Agreement


Borrower's Initials

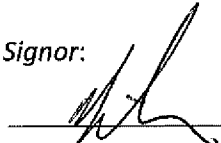


IN WITNESS WHEREOF, the parties have executed this Modification Agreement as of the date first above written.

BORROWER:

C, C & L Enterprises, LLC

By: 
Name: Mequette Monica Sorensen
Title: Manager

Additional Signor:
By: 
Name: Michael Oborn
Title: Manager

[NOTARY ON THE FOLLOWING PAGE]

NOTARY PUBLIC CERTIFICATE

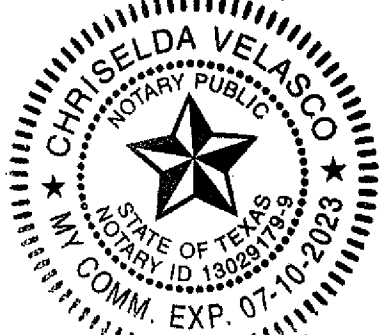
This certificate is attached to a _____ page document dealing with/entitled _____ and dated _____.

Acknowledgment in an Individual Capacity

ACKNOWLEDGMENT

STATE OF ^{Texas}UTAH)
 : ss.
COUNTY OF Bexar)

On this 4 day of April, 2022 before me Chriselda Velasco, a notary public, personally appeared Michael G. O'Boon, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same. Witness my hand and official seal.



C. Velasco
Notary Public

Acknowledgment in a Representative Capacity

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 6th day of APRIL, 2022, personally appeared before me MATTHEW B. GRIFF, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the _____ of _____ and that said document was signed by him/her in behalf of said _____ by authority of _____, and said _____ acknowledged to me that said _____ executed the same.



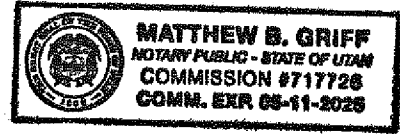
[Signature]
Notary Public

State of Utah)
County of Salt Lake)

On the 6th day of April, 2022 personally appeared before me Mequette M. Sorensen who being by me duly sworn did say he/she/they is/are the Manager of C,C, & L Enterprises, LLC, a Utah Limited Liability Company the limited liability company that executed the above and foregoing instrument and that said instrument was signed on behalf of said company by authority of its by-laws (or by authority of a resolution of its board of managers/members) and said Mequette M. Sorensen acknowledged to me that said limited liability company executed the same.

Notary Public:

My commission expires: May 11, 2025



[Signatures and notary continue on following page.]

LENDER:

ACLAIME CREDIT STRATEGIES FUND, LP,
a Utah limited partnership

By: Keith C. Crandall
Name: Keith C. Crandall
Its: Vice President

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 12 day of April, 2022, personally appeared before me Keith Crandall, the Vice President of Aclaime Credit Strategies Fund, LP, a Utah limited partnership, known to me to be the signer that executed the within instrument and acknowledged to me that he executed the same for and in behalf of said limited partnership.

Mariah Lord
Notary Public



EXHIBIT A

[Insert Legal Description]

EXHIBIT "A" LEGAL DESCRIPTION

File No.: 53842A

Parcel 1:

Beginning South 660 feet from the center of Section 3, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence South 122.50 feet; thence West 185 feet; thence North 122.50 feet; thence East 185 feet to the point of beginning.

Less and Excepting therefrom the following:

Beginning South 00°19'20" West along the Section Line 660 feet from said center of Section 3, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence South 00°19'20" West 122.50 feet; thence North 89°40'40" West 34.82 feet; thence North 02°50'15" West 87.40 feet; thence North 02°19'49" West 35.27 feet; thence South 89°40'40" East 41.27 feet to the point of beginning.

Also Less and Excepting therefrom the following:

Beginning South 660 feet and West 41.27 feet from the center of Section 3, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence South 02°39'09" East 35.27 feet; thence South 03°09'35" East 87.40 feet; thence West 6.34 feet; thence North 03°52'59" West 122.78 feet; thence East 8.20 feet to the point of beginning.

Parcel No. 33-03-326-080

Parcel 2:

Beginning 660 feet South and 185 feet West from the center of Section 3, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence West 194 feet, more or less, to the East line of Turner Estates No. 2; thence South 122.5 feet; thence East 194 feet, more or less, to a point South of the point of beginning; thence North 122.5 feet to the point of beginning.

Less and Excepting therefrom the following:

A parcel of land located in the Southwest Quarter of Section 3, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

Beginning at a point on the South line of property described as Parcel 2 in that certain Quit Claim Deed recorded July 15, 2003, as Entry No. 8732857, in Book 8841, at Page 4271 of Official Records. Said point being South 00°19'28" West 782.50 feet along the East line of the Southwest Quarter of Section 3, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and North 89°40'32" West 328.52 feet from the Center Quarter Corner of said Section 3; and running thence thence along said West line North 89°40'32" West 54.96 feet to the East line of Lot 6, Turner Estates No. 2, a subdivision recorded February 28, 1991, as Entry No. 5032853, in Book 91-2P, at Page 23 of said records; thence along said line North 00°11'09" East 122.50 feet to the North line of said property described by Entry No. 8732857; thence

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Exhibit A Legal Description

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along said line South 89°40'32" East 45.00 feet to a point 45.00 feet perpendicularly distant Easterly of said East line of Turner Estates No. 2; thence parallel to said line South 00°11'09" West 112.74 feet; thence South 45°18'56" East 13.96 feet to the point of beginning.

Parcel No. 33-03-326-092

Parcel 3:

Beginning 33 feet North and 304.5 feet West of the Southeast Corner of the Northeast Quarter of Section 29, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence West 85 feet; thence North 10 rods, more or less, to the North line of Severin Nielsen Estate Land; thence North 87°30' East 85 feet to a point due North of the beginning; thence South 10.1 rods, more or less, to the place of beginning.

Parcel No. 16-29-281-014

Parcel 4:

Beginning at a point South 765.01 feet and West 350.03 feet and North 86°24' West 7.24 feet from the Northwest corner of the Southwest quarter of Section 28, Township 1 South, Range 1 East, Salt Lake Base and Meridian and running thence Northwesterly around a 1186.28 foot radius curve to the left, 46.36 feet; thence North 25°10'30" West 139.42 feet; thence East 161.17 feet; thence South 173.71 feet; thence North 86°24' West 83.14 feet to the point of beginning.

C, C, & L Enterprises, LLC, C, C, & L Enterprises, LLC, C, C, & L Enterprises, LLC,
ALSO: Beginning at a point South 464.98 feet and North 87°15' West 209.52 feet South 317.15 feet and West 62.45 feet from the East quarter corner of Section 29, Township 1 South, Range 1 East, Salt Lake Base and Meridian and running thence West 2.55 feet; thence North 162.91 feet; thence East 2.55 feet; thence South 162.91 feet to the point of beginning.

Less and excepting therefrom the following: Beginning at a point South 464.98 feet and North 87°15' West 209.52 feet and South 317.15 feet and West 65.00 feet and North 162.91 feet from the East quarter corner of Section 29, Township 1 South, Range 1 East, Salt Lake Base and Meridian and running thence West 1.10 feet; thence North 9.42; thence West 122.31 feet; thence North 3.28 feet; thence East 123.41 feet; thence South 12.70 feet to the point of beginning.

Also less and excepting: Beginning at a point on the North right-of-way line of Woodland Avenue, also being a point of non-tangent curvature, said point being South 766.06 feet, and West 333.33 feet from the East quarter corner of Section 29, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence Northeasterly 10.70 feet along said curve to the right with a radius of 123.00 feet through a central angle of 4°58'56" and a long chord of North 79°43'17" East 10.69 feet; thence Easterly 50.99 feet along a 550.87 foot radius curve to the right through a central angle of 5°18'13" and a long chord of North 84°35'04" East 50.97 feet; thence South 89°56'12" East 0.34 feet to the West property line of that certain survey by Bush and Gudgell, Inc. recorded in Salt Lake County Surveyor's Office as S2004-12-1139; thence South along said property line South 12.73 feet to the North right-of-way line of Woodland Avenue; thence North 89°59'43" West 2.55 feet; thence North 2.30 feet; thence North 86°24'00" West 59.17 feet to the point of beginning.

Parcel No. 16-29-429-013