

RECORDATION REQUESTED BY:
ROCK CANYON BANK
Spanish Fork Office
99 North Main Street
Spanish Fork, UT 84660

ENT **104131:2022** PG 1 of 4
Andrea Allen
Utah County Recorder
2022 Sep 26 02:06 PM FEE 40.00 BY IP
RECORDED FOR Cottonwood Title Insurance Agency, Inc.
ELECTRONICALLY RECORDED

WHEN RECORDED MAIL TO:

ROCK CANYON BANK
Spanish Fork Office
99 North Main Street
Spanish Fork, UT 84660

File No.: 144007-MAU

MODIFICATION OF DEED OF TRUST

In Reference to Tax Serial Number:

41-802-0007

Tax Serial Number:
41-802-0007

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



#####073509212022

THIS MODIFICATION OF DEED OF TRUST dated September 21, 2022, is made and executed between BLOOM PROPERTIES, LLC, whose address is 24 WEST SERGENT COURT DRIVE, SARATOGA SPRINGS, UT 84045 ("Trustor") and ROCK CANYON BANK, a division of NBH Bank, whose address is Spanish Fork Office, 99 North Main Street, Spanish Fork, UT 84660 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated July 7, 2021 (the "Deed of Trust") which has been recorded in UTAH County, State of Utah, as follows:

RECORDED JULY 09, 2021, ENTRY NUMBER 121633:2021 PAGE 1 OF 11 IN THE OFFICE OF THE UTAH COUNTY RECORDER.

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

Lot 7, PLAT "A", HARVEST POINT COMMERCIAL SUBDIVISION, according to the official plat thereof as recorded in the office of the Utah County Recorder on April 22, 2015 as Entry No. 33526:2015.

"The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation or borrower or defeat any claim of SBA with respect to this Loan. Any Clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument."

The Real Property or its address is commonly known as 2179 NORTH REDWOOD ROAD, SARATOGA SPRINGS, UT 84045. The Real Property tax identification number is 41-802-0007.

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

THE AMOUNT OF THIS DEED OF TRUST SHALL INCREASE FROM \$1,877,400.00 TO \$1,962,000.00.

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



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

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 SEPTEMBER 21, 2022.

TRUSTOR:

BLOOM PROPERTIES, LLC

By:

JOCELIN BLOHM, Member of BLOOM PROPERTIES, LLC

LENDER:

ROCK CANYON BANK, A DIVISION OF NBH BANK

X 
Kert Stevens, Relationship Officer

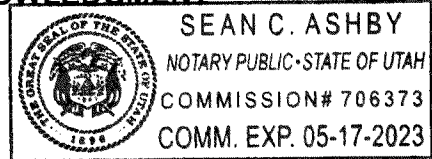


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MODIFICATION OF DEED OF TRUST (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah)
COUNTY OF Utah) SS

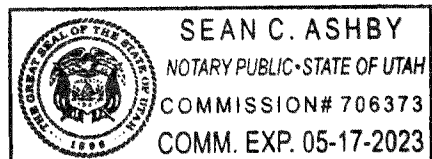


On this 23rd day of September, 20 22, before me, the undersigned Notary Public, personally appeared JOCELIN BLOHM, Member of BLOOM PROPERTIES, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the 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 Vineyard, UT
Notary Public in and for the State of UT My commission expires 5/17/2023

LENDER ACKNOWLEDGMENT

STATE OF Utah)
COUNTY OF Utah) SS



On this 23rd day of September, 20 22, before me, the undersigned Notary Public, personally appeared Kert Stevens and known to me to be the Relationship Officer, authorized agent for ROCK CANYON BANK, a division of NBH 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, a division of NBH Bank, duly authorized by ROCK CANYON BANK, a division of NBH 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, a division of NBH Bank.

By [Signature] Residing at Vineyard, UT
Notary Public in and for the State of UT My commission expires 5/17/2023