

Tax Serial Number:  
13:051:0026

**RECORDATION REQUESTED BY:**

Crown Bank  
Minneapolis Office  
601 Marquette Avenue #125  
Minneapolis, MN 55402

**WHEN RECORDED MAIL TO:**

Crown Bank  
Minneapolis Office  
601 Marquette Avenue #125  
Minneapolis, MN 55402

FOR RECORDER'S USE ONLY

106830 DTF  
13-051-0026

**MODIFICATION OF DEED OF TRUST**

**THIS MODIFICATION OF DEED OF TRUST dated October 15, 2018, is made and executed between MAPLE VILLAGE INVESTMENTS, LP, A UTAH LIMITED PARTNERSHIP ("Trustor") and Crown Bank, whose address is Minneapolis Office, 601 Marquette Avenue #125, Minneapolis, MN 55402 ("Lender").**

**DEED OF TRUST.** Lender and Trustor have entered into a Deed of Trust dated April 30, 2007 (the "Deed of Trust") which has been recorded in UTAH County, State of Utah, as follows:

ELECTRONICALLY RECORDED BY FOUNDERS TITLE COMPANY ON MAY 1, 2007 AS ENTRY NO. 64368:2007.

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

BEGINNING 1949.81 FEET NORTH AND 858.94 FEET WEST OF THE SOUTH ONE QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 1 DEGREE 28 MINUTES 20 SECONDS WEST 259.34 FEET; THEN SOUTH 89 DEGREES 57 MINUTES 15 SECONDS WEST 441.85 FEET; THENCE NORTH 0 DEGREES 10 MINUTES 21 SECONDS WEST 365.29 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 26 SECONDS EAST 322.93 FEET; THENCE SOUTH 0 DEGREES 17 MINUTES WEST 101.6 FEET; THENCE EAST 127.2 FEET TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as 485 EAST 500 SOUTH, AMERICAN FORK, UT 84003. The Real Property tax identification number is 13:051:0026.

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

**THE DEED OF TRUST IS BEING INCREASED TO \$2,000,000.00.**

**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 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 endorers 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 OCTOBER 15, 2018.**

**TRUSTOR:**

MAPLE VILLAGE INVESTMENTS, A UTAH LIMITED PARTNERSHIP

By:   
BRIAN SELLERS, Manager of MAPLE AND SOUTH LAKE PROPERTIES, LLC  
GENERAL PARTNER OF MAPLE VILLAGE INVESTMENTS, A UTAH LIMITED PARTNERSHIP

LENDER:

CROWN BANK

X [Signature]  
Authorized Officer

**PARTNERSHIP ACKNOWLEDGMENT**

STATE OF Utah

COUNTY OF Salt Lake

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On this 18th day of October, 20 18, before me, the undersigned Notary Public, personally appeared **BRIAN SELLERS, Manager of Maple and South Lake Properties, LLC General Partner of MAPLE VILLAGE INVESTMENTS, A UTAH LIMITED PARTNERSHIP**, and known to me to be a partner or designated agent of the partnership that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership 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 partnership.

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

Residing at West Jordan UT

My commission expires July 06, 2019  
ANGELA B DAVIS  
Notary Public, State of Utah  
Commission # 683450  
My Commission Expires  
July 06, 2019



**LENDER ACKNOWLEDGMENT**

STATE OF Minnesota

COUNTY OF Hennepin

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On this 1st day of November, 20 18, before me, the undersigned Notary Public, personally appeared Ashtley Dalton and known to me to be the AS, authorized agent for Crown Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Crown Bank, duly authorized by Crown 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 Crown Bank.

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

Residing at Jan 31, 2020  
My commission expires

LORETTA H. SMITH  
Notary Public-Minnesota  
My Commission Expires Jan 31, 2020