

Tax Serial Number:
15-24-280-013

12528944
5/4/2017 2:55:00 PM \$19.00
Book - 10554 Pg - 4423-4425
Gary W. Ott
Recorder, Salt Lake County, UT
INWEST TITLE SRVS LAYTON
BY: eCASH, DEPUTY - EF 3 P.

RECORDATION REQUESTED BY:

Bank of American Fork, a Division of People's
Intermountain Bank
Layton
476 W Heritage Park Blvd.
Suite 100
Layton, UT 84041

WHEN RECORDED MAIL TO:

Bank of American Fork, a Division of People's
Intermountain Bank
Layton
476 W Heritage Park Blvd.
Suite 100
Layton, UT 84041

SEND TAX NOTICES TO:

CULP CONSTRUCTION COMPANY
2320 S MAIN ST
SALT LAKE CITY, UT 84115

FOR RECORDER'S USE ONLY

File 148895



Bank of American Fork
A DIVISION OF PEOPLE'S INTERMOUNTAIN BANK

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 2, 2017, is made and executed between CULP CONSTRUCTION COMPANY, a Utah Corporation ("Trustor") and Bank of American Fork, a Division of People's Intermountain Bank, whose address is Layton, 476 W Heritage Park Blvd., Suite 100, Layton, UT 84041 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated April 19, 2013 (the "Deed of Trust") which has been recorded in SALT LAKE County, State of Utah, as follows:

RECORDED ON APRIL 26, 2013 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AS ENTRY #11627953 IN BOOK 10131 ON PAGES 9333-9342.

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

LOTS 1 TO 4 INCLUSIVE AND THE EAST 1.1 FEET OF LOT 5, BLOCK 4, BURTON PLACE PLAT "A", ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH.

The Real Property or its address is commonly known as 2320 S MAIN ST, SALT LAKE CITY, UT 84115. The Real Property tax identification number is 15-24-280-013.

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

INCREASE PRINCIPAL TO \$1,500,000.00.

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 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 MAY 2, 2017.

MODIFICATION OF DEED OF TRUST
(Continued)

TRUSTOR:

CULP CONSTRUCTION COMPANY

By: [Signature]
CHARLES H. CULP, President of CULP CONSTRUCTION COMPANY

LENDER:

BANK OF AMERICAN FORK, A DIVISION OF PEOPLE'S INTERMOUNTAIN BANK

X [Signature]
Authorized Officer

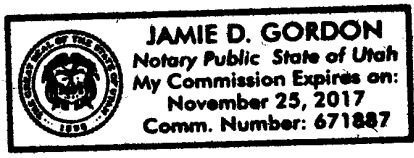
CORPORATE ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)

On this 2nd day of May, 20 17, before me, the undersigned Notary Public, personally appeared CHARLES H. CULP, President of CULP CONSTRUCTION COMPANY, and known to me to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

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

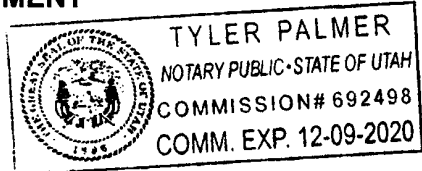
Residing at West Jordan UT
My commission expires 11/25/17



MODIFICATION OF DEED OF TRUST
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)



On this 3rd day of May, 20 17, before me, the undersigned Notary Public, personally appeared Darren Nate and known to me to be the vice president, authorized agent for **Bank of American Fork, a Division of People's Intermountain Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Bank of American Fork, a Division of People's Intermountain Bank**, duly authorized by **Bank of American Fork, a Division of People's Intermountain 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 **Bank of American Fork, a Division of People's Intermountain Bank**.

By Tyler Palmer Residing at Sandy
Notary Public in and for the State of Utah My commission expires 12/09/20