

21-91004

**Tax Serial Number:**  
15-15-177-025

**13975059 B: 11351 P: 1090 Total Pages: 5**  
**06/24/2022 02:20 PM By: aallen Fees: \$40.00**  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: TITLE ONE  
9065 S 1300 ESANDY, UT 840943134

**RECORDATION REQUESTED BY:**  
BANK OF UTAH  
CITY CREEK LOANS  
50 SOUTH 200 EAST  
SALT LAKE CITY, UT 84111

**WHEN RECORDED MAIL TO:**  
BANK OF UTAH  
CITY CREEK LOANS  
50 SOUTH 200 EAST  
SALT LAKE CITY, UT 84111

**SEND TAX NOTICES TO:**  
CENTRAL HEIGHTS, LLC  
10605 N 6250 W  
HIGHLAND, UT 84003

**FOR RECORDER'S USE ONLY**

## MODIFICATION OF DEED OF TRUST

**THIS MODIFICATION OF DEED OF TRUST** dated June 15, 2022, is made and executed between **CENTRAL HEIGHTS, LLC**, whose address is 10605 N 6250 W, HIGHLAND, UT 84003 ("Trustor") and **BANK OF UTAH**, whose address is CITY CREEK LOANS, 50 SOUTH 200 EAST, SALT LAKE CITY, UT 84111 ("Lender").

**DEED OF TRUST.** Lender and Trustor have entered into a Deed of Trust dated August 23, 2021 (the "Deed of Trust") which has been recorded in Salt Lake County, State of Utah, as follows:

Recorded on August 26, 2021; as Entry No. 13755814; in Book No. 11228; on Page No. 8720-8729 in the Office of the Salt Lake County Recorder.

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

Lot 2, CRE PROPERTIES SUBDIVISION, according to the plat thereof as recorded in the office of the Salt Lake County Recorder

The Real Property or its address is commonly known as 1750 W 1700 S, Salt Lake City, UT 84104. The Real Property tax identification number is 15-15-177-025.

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

Increasing Maximum Credit amount from \$4,000,000.00 to a Maximum Credit amount of \$6,500,000.00.

**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.

**COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument and all of which shall constitute a single agreement. The signature of a party to any counterpart shall be sufficient to legally bind such party and it shall not be necessary for all parties to sign all counterparts. Lender may remove the signature pages from one or more counterparts and attach the same to any other counterpart for the purpose of having a single document containing the signatures of all parties. Any party may effect the execution and delivery of this Agreement by signing the same and sending a signed copy thereof to Lender or its attorney by facsimile, e-mail, or other form of electronic transmission (each an "Electronic Transmission"). Any signed document sent by Electronic Transmission, including the signature thereon, shall be treated in all respects as an original instrument bearing an original signature. Any party sending a signed copy hereof by Electronic Transmission shall also send the original thereof to Lender within five (5) days thereafter, but failure to do so shall not invalidate or otherwise affect the validity, legality or enforceability of the document sent by Electronic Transmission.

**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 JUNE 15, 2022.**



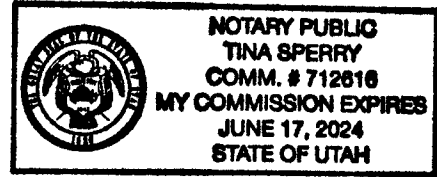


MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 8651

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH )  
 ) SS  
COUNTY OF SALT LAKE )

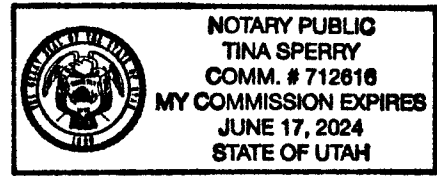


On this 16<sup>th</sup> day of June, 20 22, before me, the undersigned Notary Public, personally appeared **DAVID H. TRUONG, Manager of TRUONG PROPERTIES, LLC, Member of CENTRAL HEIGHTS, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification 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 Tina Sperry Residing at 4023 S. COWAN WAY WVC UT 84120  
Notary Public in and for the State of UTAH My commission expires June 17, 2024

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH )  
 ) SS  
COUNTY OF SALT LAKE )

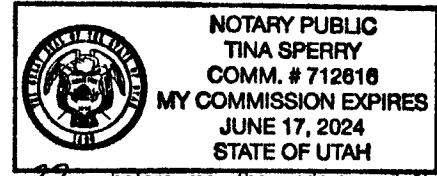


On this 16<sup>th</sup> day of June, 20 22, before me, the undersigned Notary Public, personally appeared **VI T. CAO, Manager of TRUONG PROPERTIES, LLC, Member of CENTRAL HEIGHTS, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification 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 Tina Sperry Residing at 4023 S. COWAN WVC UT 84120  
Notary Public in and for the State of UTAH My commission expires June 17, 2024

LENDER ACKNOWLEDGMENT

STATE OF UTAH )  
 ) SS  
COUNTY OF SALT LAKE )



On this 16<sup>th</sup> day of June, 20 22, before me, the undersigned Notary Public, personally appeared **BECKIE REYNOSA** and known to me to be the VICE PRESIDENT, authorized agent for **BANK OF UTAH** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **BANK OF UTAH**, duly authorized by **BANK OF UTAH** 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 UTAH**.

By Tina Sperry Residing at 4023 S. COWAN WAY WVC UT 84120  
Notary Public in and for the State of UTAH My commission expires June 17, 2024

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

**Loan No: 8651**

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