WHEN RECORDED MAIL TO: Iron Mountain Holdings, Inc. 665 Molly Lane, Suite 140 Woodstock, GA 30189 14260917 B: 11502 P: 7103 Total Pages: 2 07/05/2024 11:58 AM By: EMehanovic Fees: \$40.00 Rashelle Hobbs, Recorder, Salt Lake County, Utah Return To: TYLER D. HAWKES, ATTORNEY AT LAW 380 N. 200 W., STE. 209BOUNTIFUL, UT 84010

## **MODIFICATION OF TRUST DEED**

THIS MODIFICATION OF DEED OF TRUST dated July 5, 2024, is made and executed between Obsidian Homes, LLC ("Trustor") and Iron Mountain Holdings, Inc. ("Lender").

**TRUST DEED.** Lender and Trustor have entered into a TRUST DEED dated December 11, 2023 (the "Trust Deed") which has been recorded in Salt Lake County, State of Utah, as follows:

Recorded December 13, 2023, as Entry No. 14184924 in Book 11461 at Page 3437 in the amount of \$450,000.00.

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

Lot 17, HAYES SUBDIVISION, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.

Tax Serial No.: 16-22-280-026

The Real Property or its address is commonly known as 2553 E Lynwood Dr, Salt Lake City, UT 84109.

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

The "Note." paragraph in the "Definitions" section contained in the Deed of Trust is hereby deleted in its entirety and Inserting In lieu thereof the following:

Note. The word "Note" means the promissory note dated December 11, 2023, in the original amount of \$450,000.00, adding an additional amount of \$150,000.00 modifying the original note and loan amount to \$600,000.00 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note and change in terms agreement.

This Modification does not affect or impair the priority of any liens created by the Trust Deed, it being the intention of the parties hereto to preserve all liens and security interest securing payment of the Note including, without limitation, the lien of the Trust Deed, which liens and

security interest are acknowledged by Trustor to be valid and subsisting against the Property and any other security or collateral for Trustor's obligations thereunder.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Trust Deed 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 Trust Deed 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 Trust Deed (the "Note"). It is the intention of Lender to retain as liable all parties to the Trust Deed 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 Trust Deed 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 TRUST DEED AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF TRUST DEED IS DATED JULY 5\_, 2024.

**OBSIDIAN HOMES, LLC** 

By: Sean Van Brunt/Manager

STATE OF UTAH
COUNTY OF SALT LAKE

On this day of July, 2024, personally appeared before me, the undersigned Notary Public, personally appeared Sean Van Brunt and known to me to be the Manager, for Obsidian Homes, LLC, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Obsidian Homes, LLC, by authority of statue, 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 company.

GREGORY G HANSEN

MOTARY PUBLIC • STATE OF UTAH

My Commission Expires July 27, 2027

COMMISSION NUMBER 732181

Notery Public