DOC ID 20240020880

Modification of Trust Deed Page 1 of 2
Gary Christensen Washington County Recorder
07/02/2024 03:03:23 PM Fee \$40.00 By
SOUTHERN UTAH TITLE COMPANY

WHEN RECORDED MAIL TO: Crimson Vistas LLC 238 Ford Canyon Drive Centerville, Utah 84014

Tax Serial Number: SG-CRVI-3-307

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated June 26, 2024, is made and executed between AMP ZBJ Enterprises, Inc. a Utah Corporation, whose address is 1557 Stone Cliff Drive, St. George, Utah 84790 ("Trustor") and Crimson Vistas LLC, a Utah Limited Liability Company, whose address is 238 Ford Canyon Drive, Centerville, Utah 84014 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated January 24, 2024 (the "Deed of Trust") which has been recorded in Washington County, State of Utah, as follows:

Deed of Trust With Assignment of Rents, dated January 24, 2024, executed by AMP ZBJ Enterprises, Inc. a Utah Corporation, as TRUSTOR, to SOUTHERN UTAH TITLE COMPANY, as TRUSTEE, in favor of Crimson Vistas LLC, a Utah Limited Liability Company, as BENEFICIARY, to secure the loan of \$215,000.00 and interest, recorded January 26, 2024, as Doc. No. **20240002672**, Official Washington County Records.

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

Lot 307 Crimson Vistas Phase 3 Subdivision, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

The Real Property tax identification number is SG-CRVI-3-307.

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

The Trust Deed Note dated January 24, 2024, secured by the Deed of Trust has been modified to increase interest rate to 9.5%, Interest Only payments to \$1702.09 beginning July 26, 2024, due and payable on or before December 26, 2024 with an additional fee of \$2,150.00 payable to Crimson Vistas LLC, a Utah Limited Liability Company.

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

20240020880 07/02/2024 03:03:23 PM Page 2 of 2 Washington County

Notary Public

Commission Expires: 11/9/2024

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. Dated this <u>1</u> day of June, 2024 TRUSTOR: AMP ZBJ Enterprises, Inc., a Utah Corporation Zitting, President State of Utah :ss County of Washington) On the ______ day of _______ personally appeared before me Benjamin B. Zitting, President of AMP ZBJ Enterprises, Inc. a Utah Corporation, that he executed the herein instrument and acknowledged the instrument to be the free and voluntary act and deed of the Utah Corporation, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes herein mentioned, and on oath stated that they are authorized to execute this instrument on behalf of the Corporation. DENISE SPRAGG-MITCHELL

Notary Public State Of Utah

My Commission Expires 11-09-2024 COMMISSION NO. 715164