

3461480
BK 7960 PG 3077

E 3461480 B 7960 P 3077-3080
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
3/7/2022 2:17:00 PM
FEE \$132.00 Pgs: 4
DEP eCASH REC'D FOR LINCOLN TITLE INSURANCE

Tax Serial Number:
12-046-0478
0180

15-091-0202 thru 0231
15-096-6701 thru ~~0720~~
0719
15-096-0721 thru 0720

WHEN RECORDED MAIL TO:
Cache Valley Bank
Layton Branch
1333 North Hill Field Road
Layton, UT 84041

035715

84018113

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated MARCH 3, 2022, is made and executed between CAPITAL REEF MANAGEMENT, LLC, A UTAH LIMITED LIABILITY COMPANY, whose address is 520 NORTH KAYS DRIVE, KAYSVILLE, UT 84037 ("Trustor") and Cache Valley Bank, whose address is Layton Branch, 1333 North Hill Field Road, Layton, UT 84041 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated October 6, 2021 (the "Deed of Trust") which has been recorded in DAVIS County, State of Utah, as follows:

RECORDED 10/12/2021 AS ENTRY NO. 3426666, BOOK 7863, PAGE 3174 IN THE OFFICE OF THE DAVIS COUNTY RECORDER.

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

ALL OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN. ALSO: BEGINNING 90.0 FEET SOUTH OF THE

NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, AND RUNNING THENCE SOUTH 1230.0 FEET;

THENCE EAST 80 RODS; THENCE NORTH 1473.0 FEET; THENCE WESTERLY TO A POINT 228.0 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 98.0 FEET; THENCE EAST 165.0 FEET; THENCE SOUTH

130.0 FEET; THENCE WEST 165.0 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING THEREFROM AND TOGETHER WITH ANY PORTION LOST OR GAINED PURSUANT TO BOUNDARY LINE AGREEMENT

RECORDED MARCH 28, 2019 AS ENTRY NO. 3150656 IN BOOK 7229, PAGE 333, RECORDS OF DAVIS COUNTY, UTAH. ALSO LESS AND EXCEPTING THAT PORTION LYING WITHIN ASPIRE AT HARVEST FIELDS

PRUD PHASE 3. ALSO LESS AND EXCEPTING THAT PORTION LYING WITHIN THE COTTAGES AT HARVEST FIELDS PRUD PHASE 4. ALSO LESS AND EXCEPTING THAT PORTION LYING WITHIN ASPIRE AT HARVEST

FIELDS PRUD PHASE 6. ALSO LESS AND EXCEPTING THAT PORTION LYING WITHIN THE COTTAGES AT HARVEST FIELDS PRUD PHASE 5.

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

A PORTION IF WHICH IS NOW DESCRIBED AS LOTS 201 THROUGH 229 AND PARCELS G AND H, HARVEST FIELDS PRUD - PHASE 2, WEST POINT CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT

THEREOF AND LOTS 701 THROUGH 728, HARVEST FIELDS PRUD - PHASE 7, WEST POINT CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

LESS AND EXCEPTING THEREFROM LOT 201, HARVEST FIELDS PRUD - PHASE 2, WEST POINT CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

ALSO LESS AND EXCEPTING THEREFROM LOT 720, HARVEST FIELDS PRUD - PHASE 7, WEST POINT CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

The Real Property or its address is commonly known as NOT AVAILABLE, WEST POINT, UT 84015. The Real Property tax identification number is 12-046-0178.

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

THE PRINCIPAL AMOUNT WILL INCREASE FROM THE ORIGINAL AMOUNT OF \$3,911,947.00 TO THE NEW AMOUNT OF \$4,661,947.00.

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 MARCH 3, 2022.

TRUSTOR:

CAPITAL REEF MANAGEMENT, LLC

By: 

BRAD LEE FROST, Manager of CAPITAL REEF MANAGEMENT, LLC

MODIFICATION OF DEED OF TRUST
(Continued)

LENDER:

CACHE VALLEY BANK

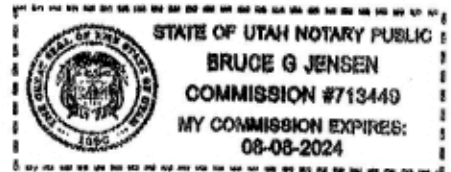
X *Bruce Jensen*
Bruce Jensen, Vice President

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah

COUNTY OF Davis

)
) SS
)



On this 4 day of MARCH, 20 22, before me, the undersigned Notary Public, personally appeared **BRAD LEE FROST, Manager of CAPITAL REEF MANAGEMENT, 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 *Bruce Jensen*
Notary Public in and for the State of Utah

Residing at *Jordan, Utah*
My commission expires *8-8-24*

MODIFICATION OF DEED OF TRUST
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Davis)

On this 4 day of March, 20 22, before me, the undersigned Notary Public, personally appeared **Bruce Jensen** and known to me to be the **Vice President**, authorized agent for **Cache Valley Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Cache Valley Bank**, duly authorized by **Cache Valley 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 **Cache Valley Bank**.

By [Signature] Residing at Ogden UT
Notary Public in and for the State of Utah My commission expires 9.17.2024

