

Tax Serial Number:
00-0021-7367

RECORDATION REQUESTED BY:
Cache Valley Bank
Salt Lake City Branch
79 South Main Street, Suite 100
Salt Lake City, UT 84111

Ent 539156 Bk 1459 Pg 1717 - 1721
MARCY M. MURRAY, Recorder
WASATCH COUNTY CORPORATION
2023 Nov 29 08:08AM Fee: \$40.00 KM
For: Cottonwood Title Insurance Agency, In
ELECTRONICALLY RECORDED

172585-PLW

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated November 27, 2023, is made and executed between SAGE HEN 39 MULTI OWNER, LLC, a Utah limited liability company, whose address is 3739 BRIGHTON POINT DRIVE, SALT LAKE CITY, UT 84121 ("Trustor") and Cache Valley Bank, whose address is Salt Lake City Branch, 79 South Main Street, Suite 100, Salt Lake City, UT 84111 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated September 29, 2023 (the "Deed of Trust") which has been recorded in WASATCH County, State of Utah, as follows:

RECORDED 10/02/2023 AS ENTRY NO. 537305, BOOK 1455, PAGES 658-673 IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

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

LOT 39, SAGE HEN HOLLOW SUBDIVISION AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

The Real Property or its address is commonly known as 1971 WEST DOTTEREL CIRCLE, HEBER CITY, UT 84032. The Real Property tax identification number is 00-0021-7367.

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

THIS DEED SECURES A LIEN IN THE AMOUNT OF \$300,000.00.

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 endorser 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.

FUTURE ADVANCES. In addition to the Note, this Deed of Trust secures all future advances made by Lender to Trustor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this

COURTESY RECORDING ONLY

Cottonwood Title disclaims any liability as to the condition of title and as to the content, validity, or effects of this document.

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

Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Trustor, together with all interest thereon.

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 NOVEMBER 27, 2023.

TRUSTOR:

SAGE HEN 39 MULTI OWNER, LLC

FIORI MANAGEMENT, LLC, Manager of SAGE HEN 39 MULTI OWNER, LLC

By: 
NICHOLAS JOHN SANONE, Member of FIORI MANAGEMENT, LLC

By: 
DAYER WORRALL, Member of FIORI MANAGEMENT, LLC

LENDER:

CACHE VALLEY BANK

X _____
CRAIG MAUGHAN, Vice President

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

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SAGE HEN 39 MULTI OWNER, LLC


FIORI MANAGEMENT, LLC, Manager of SAGE HEN 39 MULTI OWNER, LLC

By: _____
NICHOLAS JOHN SANONE, Member of FIORI MANAGEMENT, LLC

By: _____
DAYER WORRALL, Member of FIORI MANAGEMENT, LLC

LENDER:

CACHE VALLEY BANK

X 

CRAIG MAUGHAN, Vice President

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)

On this 27th day of November, 20 23, before me, the undersigned Notary Public, personally appeared **NICHOLAS JOHN SANONE, Member of FIORI MANAGEMENT, LLC, Manager of SAGE HEN 39 MULTI OWNER, LLC and DAYER WORRALL, Member of FIORI MANAGEMENT, LLC, Manager of SAGE HEN 39 MULTI OWNER, LLC**, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By *Geraldine Jensen* Residing at Salt Lake
Notary Public in and for the State of Utah My commission expires 6/10/26



LENDER ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)



On this 27 day of November, 20 23, before me, the undersigned Notary Public, personally appeared **CRAIG MAUGHAN** 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 *Craig Maughan* Residing at Highland
Notary Public in and for the State of Utah My commission expires 09/14/2025

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

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