

Tax Serial Number:
23-054-0008

RECORDATION REQUESTED BY:
Capital Community Bank
OREM BRANCH
49 W UNIVERSITY PARKWAY
OREM, UT 84058

WHEN RECORDED MAIL TO:
Capital Community Bank
OREM BRANCH
49 W UNIVERSITY PARKWAY
OREM, UT 84058

154739 EDP

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated February 10, 2023, is made and executed between Jacques Construction LLC, a Utah Limited Liability Company whose address is 2008 E Chariot Lane, Spanish Fork, UT 84660 ("Trustor") and Capital Community Bank, whose address is OREM BRANCH, 49 W UNIVERSITY PARKWAY, OREM, UT 84058 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated March 3, 2022 (the "Deed of Trust") which has been recorded in Utah County, State of Utah, as follows:

Recorded March 03, 2022, Entry Number 27814:2022 Page 1 of 7 in the office of the Utah County Recorder.

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

The Land referred to in this Commitment is situated in the County of Utah, State of Utah, and is described as follows: Commencing North 635.14 feet and West 1993.79 feet from the Southeast corner of Section 34, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence North 89 degrees 02' West 114.36 feet; thence North 22 degrees 25' West 17.27 feet; thence North 54.14 feet; thence South 89 degrees 02' East 120.92 feet; thence South 70 feet to beginning.

The Real Property or its address is commonly known as 385 S 1300 E, Springville, UT 84663. The Real Property tax identification number is 23-054-0008.

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

The amount of the Construction Deed of Trust shall increase from \$448,000.00 to \$491,500.00.

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

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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 FEBRUARY 10, 2023.

TRUSTOR:

JACQUES CONSTRUCTION LLC

By: Peguy Jacques
Peguy Jacques, Member of Jacques Construction LLC

LENDER:

CAPITAL COMMUNITY BANK

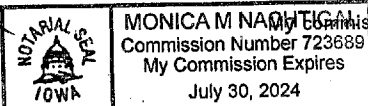
X [Signature]
Chad Patten, Vice President

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Linn)

On this 10th day of February, 20 23, before me, the undersigned Notary Public, personally appeared Peguy Jacques, Member of Jacques Construction 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 [Signature] Residing at Linn County, Iowa
Notary Public in and for the State of Iowa My Commission expires 7.30.2024



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LENDER ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Utah)

On this 13 day of February, 20 23, before me, the undersigned Notary Public, personally appeared Chad Patten and known to me to be the Vice President, authorized agent for Capital Community Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Capital Community Bank, duly authorized by Capital Community 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 Capital Community Bank.

By [Signature]
Notary Public In and for the State of Utah

Residing at Eagle Mountain, UT
My commission expires 2/13/2027

