11498882 10/24/2012 1:19:00 PM \$18.00 Book - 10069 Pg - 4997-5000 Gary W. Ott Recorder, Salt Lake County, UT **METRO NATIONAL TITLE** BY: eCASH, DEPUTY - EF 4 P.

Tax Serial Number: Parcel 1; 16-07-103-016 and Parcel 2; 16-08-101-104

### **RECORDATION REQUESTED BY:**

Capital Community Bank Pleasant Grove Office 1909 West State St Pleasant Grove, UT 84062

### WHEN RECORDED MAIL TO:

Capital Community Bank Pleasant Grove Office 1909 West State St Pleasant Grove, UT 84062

### **SEND TAX NOTICES TO:**

Capital Community Bank Pleasant Grove Office 1909 West State St

**COURTESY RECORDING** 

This Document is being recorded solely as a courtesy and an accommodation to the parties named herein. METRO NATIONAL TITLE hereby expressly disclaims any responsibility or liability for the accuracy of the content thereof.

749 Pleasant Grove, UT 84062

FOR RECORDER'S USE ONLY

### MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated September 13, 2012, is made and executed between Deluxe Management, Inc. ("Trustor") and Capital Community Bank, whose address is Pleasant Grove Office, 1909 West State St, Pleasant Grove, UT 84062 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated June 1, 2012 (the "Deed of Trust") which has been recorded in SALT LAKE County, State of Utah, as follows:

Trust Deed dated June 1, 2012 in Salt Lake County on June 6, 2012 as Entry No. 11405517.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth

The Real Property or its address is commonly known as Parcel 1; 662 South State and Parcel 2; 730 South State, SALT LAKE CITY, UT 84101. The Real Property tax identification number is Parcel 1; 16-07-103-016 and Parcel 2; 16-08-101-104.

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

New Commitment balance is \$320,000. All other terms to remain the same

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

## MODIFICATION OF DEED OF TRUST (Continued)

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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 SEPTEMBER 13, 2012.

TRUSTOR:

By: Kuhaudh Blunu	
Richard Dohoney, Manager of Deluxe Management, Inc.  LENDER:	
CAPITAL COMMUNITY BANK	
Steve Carlston, Loan Officer	
CORPORATE ACKNOW	LEDGMENT
country of Salt Lake	JASON M. DUHON NOTARY PUBLIC - STATE OF UTAH My Comm. Exp. 09/17/2014 Commission # 600831
On this day of September Notary Public, personally appeared Richard Dohoney, Manager of De authorized agent of the corporation that executed the Modification o to be the free and voluntary act and deed of the corporation, by autirectors, for the uses and purposes therein mentioned, and on oath Modification and in fact executed the Modification on behalf of the corporation.	, 20 / O , before me, the undersigned sluxe Management, Inc., and known to me to be an f Deed of Trust and acknowledged the Modification thority of its Bylaws or by resolution of its board of a stated that he or she is authorized to execute this
Notary Public in and for the State of UT	Residing at Lake POINT, UT  My commission expires 9/17/14

# MODIFICATION OF DEED OF TRUST (Continued)

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	Notary Public HEIDI EVANS Immission #656061 Commission Expires leptember 5, 2016 State of Utah
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ding at Scul LAK commission expires 9	Islu
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=	1997, 2012. All Rig PR-36

### Exhibit "A"

### Parcel 1:

Commencing 6.5 rods North from the Southeast corner of Lot 8, Block 16, Plat "A", SALT LAKE CITY SURVEY; thence North 24 feet; thence West 121 feet; thence South 24 feet; thence East 121 feet to the point of beginning.

### Parcel 2:

Beginning at the Northeast corner of Lot 1, Block 21, Plat "A", SALT LAKE CITY SURVEY; and running thence South 34 1/3 feet; thence West 117.25 feet; thence North 34 1/3 feet; thence East 117.25 feet to the point of beginning.

### Parcel 2A:

Together with a right of way as disclosed by that cetain Quit Claim Deed recorded November 19, 1980 as Entry No. 3505013 in Book over:

Beginning at a point 117 1/4 feet West of the Southeast corner of said Lot 1; and running thence North 130 2/3 feet; thence West 28 feet; thence South 30 2/3 feet; thence East 18 feet; thence South 100 feet; thence East 10 feet to the point of beginning.