

Tax Serial Number:  
27-012-0015 AND 27-012-0016

**RECORDATION REQUESTED BY:**

ROCK CANYON BANK  
Pleasant Grove Office  
475 East State Road  
Pleasant Grove, UT 84062

**WHEN RECORDED MAIL TO:**

ROCK CANYON BANK  
Pleasant Grove Office  
475 East State Road  
Pleasant Grove, UT 84062

FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**



\*00000002882358502073508112020\*

**THIS MODIFICATION OF DEED OF TRUST** dated August 11, 2020, is made and executed between **DIRT ROAD DOLLARS LLC**, whose address is **15 S 600 W, Lindon, UT 84042-1772** ("Trustor") and **ROCK CANYON BANK**, whose address is **Pleasant Grove Office, 475 East State Road, Pleasant Grove, UT 84062** ("Lender").

**DEED OF TRUST.** Lender and Trustor have entered into a Deed of Trust dated June 10, 2020 (the "Deed of Trust") which has been recorded in UTAH County, State of Utah, as follows:

**ENTRY #80758:2020 RECORDED JUNE 11, 2020 IN THE OFFICE OF THE UTAH COUNTY RECORDERS OFFICE.**

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in UTAH 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 herein.

The Real Property or its address is commonly known as **VACANT LAND, SPANISH FORK, UT 84660**. The Real Property tax identification number is **27-012-0015 AND 27-012-0016**.

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

**THE NAME ON THIS DEED OF TRUST SHALL CHANGE FROM MITCHELL DEVELOPMENT LLC TO DIRT ROAD DOLLARS LLC .**

**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

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

Loan No: 2882358502

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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 AUGUST 11, 2020.**

TRUSTOR:

DIRT ROAD DOLLARS LLC

By:   
HASSLIE NICOLE BRANSON, Member of DIRT ROAD DOLLARS LLC

By:   
ROBERT SCOTT MITCHELL, Member of DIRT ROAD DOLLARS LLC

By:   
NICOLE MITCHELL, Member of DIRT ROAD DOLLARS LLC

By:   
WILLIAM BROCK BRANSON, Member of DIRT ROAD DOLLARS LLC

LENDER:

ROCK CANYON BANK

x   
Jeff Degraffenried, Relationship Officer

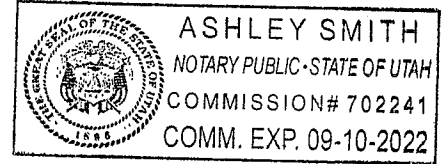
MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 2882358502

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah )  
 ) SS  
COUNTY OF Utah )



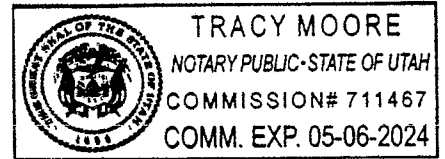
On this 25<sup>th</sup> day of AUGUST, 20 20, before me, the undersigned Notary Public, personally appeared KASSIE NECOLE BRANSON, Member of DIRT ROAD DOLLARS LLC; ROBERT SCOTT MITCHELL, Member of DIRT ROAD DOLLARS LLC; NECOLE MITCHELL, Member of DIRT ROAD DOLLARS LLC; and WILLIAM BROCK BRANSON, Member of DIRT ROAD DOLLARS 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 [Signature]  
Notary Public in and for the State of Utah

Residing at Drem UT  
My commission expires 09-10-2020

LENDER ACKNOWLEDGMENT

STATE OF UTAH )  
 ) SS  
COUNTY OF UTAH )



On this 31<sup>st</sup> day of AUGUST, 20 20, before me, the undersigned Notary Public, personally appeared Jeff Degraffenried and known to me to be the Relationship Officer, authorized agent for ROCK CANYON BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of ROCK CANYON BANK, duly authorized by ROCK CANYON 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 ROCK CANYON BANK.

By [Signature]  
Notary Public in and for the State of UT

Residing at Pleasant Grove  
My commission expires 5-6-2024

Order No.: 7-045596

**EXHIBIT "A"****LEGAL DESCRIPTION**

Beginning at a point on the South side of the Legacy Farms at Spanish Fork Subdivision, Plat C4-C that is South  $0^{\circ}16'04''$  East along the Section line 662.91 feet and West 395.98 feet from the East  $\frac{1}{4}$  corner of Section 17, Township 8 South, Range 3 East, Salt Lake Base & Meridian; thence along said subdivision South  $0^{\circ}16'09''$  East 13.41 feet to the corner of the Legacy Farms at Spanish Fork Subdivision, Plat 5A; thence along said Plat 5A the following 4 courses: West 0.42 feet; thence South  $0^{\circ}16'09''$  East 267.41 feet; thence South  $0^{\circ}36'25''$  East 60.00 feet; thence South  $0^{\circ}16'08''$  East 319.62 feet to the North side of the Legacy Farms at Spanish Fork Subdivision, Plat 2A; thence along said Plat 2A South  $89^{\circ}42'00''$  West 365.40 feet; thence North  $47^{\circ}14'14''$  West 0.01 feet to the Northwest corner of the Legacy Farms at Spanish Fork Subdivision, Plat 13A; thence along said Plat 13A the following 2 courses: South  $89^{\circ}42'00''$  West 109.66 feet; thence South  $89^{\circ}05'34''$  West 451.08 feet; thence South  $89^{\circ}32'34''$  West along a fence line and concrete canal bank 396.57 feet; thence North  $0^{\circ}21'26''$  West 658.13 feet; thence along the South side of Legacy Farms at Spanish Fork Subdivision, Plat C8 the following 5 courses: North  $89^{\circ}33'12''$  East 66.24 feet; thence North  $15^{\circ}27'59''$  East 11.66 feet; thence South  $89^{\circ}21'24''$  East 132.51 feet; thence North  $89^{\circ}01'56''$  East 186.02 feet; thence North  $89^{\circ}56'11''$  East 198.48 feet to the Southwest corner of said Plat C4-C; thence North  $89^{\circ}53'04''$  East 737.39 feet to the point of beginning.

Parcel No.: 27-012-0015, 27-012-0016