

WHEN RECORDED, MAIL TO:  
Spencer B. Nelson  
Nelson, Christensen, Hollingworth & Williams  
5292 College Drive, Suite 203  
Murray, Utah 84123

Loan No. IC200

135344-RCM

15-069-0001 to 15-069-0019 (Space Above for Recorder's Use Only)

**AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT  
AND ASSIGNMENT OF RENTS**

THIS AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS (this "**Amendment**"), is made and entered into as of this 6<sup>th</sup> day of July, 2021, by and between **MILLCREEK HOMES, INC.**, a Utah corporation ("**Trustor**"), having a mailing address of 589 S. Orem Blvd., #2, Orem, UT 84058, and **INTERIM CAPITAL, LLC**, a Utah limited liability company ("**Beneficiary**"), having a mailing address of c/o Andrew B. Sellers, Fabian VanCott, 215 S. State St., Suite 1200, Salt Lake City, UT 84111.

WITNESSETH:

WHEREAS, Trustor and Beneficiary (sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**") are parties to that certain Deed of Trust, Security Agreement and Assignment of Rents dated May 6, 2021, executed by Trustor in favor of Cottonwood Title Insurance Agency, as Trustee, and Beneficiary, and recorded in the office of the Davis County Recorder on May 7, 2021 as Entry No. 3380054 in Book 7755 and Pages 1852-1860 (the "**Deed of Trust**"). The Deed of Trust secures a loan in the original principal amount of \$1,021,900.00, evidenced by a Promissory Note dated May 6, 2021 (the "**Note**"). The property being used as security continues to be the same property, as described in the attached Exhibit A.

WHEREAS, on or about the date of this Amendment, Trustor and Beneficiary are entering into a Modification of Line of Credit Note, and Beneficiary is advancing an additional principal sum up to a new total loan balance of \$1,650,000.00 to Trustor, evidenced by a Modification of Line of Credit Note. The Note, together with the Modification of Line of Credit Note are collectively referred to as the "**Note**". The loan evidenced by the Note is referred to as the "**Loan**".

WHEREAS, Trustor and Beneficiary desire that the new total loan balance be secured by the Deed of Trust.

NOW, THEREFORE, in consideration of the Loan, the advance of additional sums by Beneficiary to Trustor, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

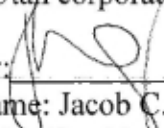
1. **Full Note Secured by Deed of Trust.** The Note and the loan evidenced thereby shall be secured by the Deed of Trust. Any reference to the Note amount in the Deed of Trust shall be amended to say \$1,650,000.00. Other changes to the Note shall be made in the Modification of Line of Credit Note.
2. **Effective Date of Modifications.** The modification to the Deed of Trust made in this Amendment shall be effective upon execution of this Amendment.
3. **No Other Change.** Except as expressly amended in this Amendment, each and every term, condition, warranty and provision of the Deed of Trust shall remain in full force and effect, and such are hereby ratified, reaffirmed, confirmed and approved by Trustor. Nothing herein shall be construed to release, discharge, waive or release the obligations of any Borrower or any Guarantor of the Note.
4. **Binding Effect.** This Amendment shall be binding upon and shall inure to the benefit of the Parties, their respective heirs, successors, legal representatives and assigns.
5. **Receipt of Copy.** Trustor acknowledges receipt of a copy of this Amendment at the time of signing thereof.
6. **Governing Law.** This Amendment and the rights and obligations of all parties hereunder shall be governed by and construed in accordance with the laws of the State of Utah.
7. **Counterparts.** This Amendment may be executed in one or more counterparts by some or all of the parties hereto, each of which counterparts shall be an original and all of which together shall constitute but one and the same instrument.

*[The remainder of this page is intentionally left blank]*

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

**TRUSTOR:**

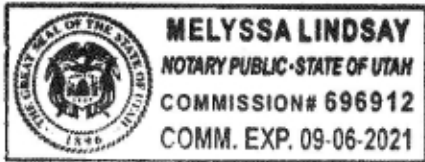
**Millcreek Homes, Inc.,**  
a Utah corporation

By:   
Name: Jacob C. Toombs  
Title: President

STATE OF UTAH )  
  ) ss.  
COUNTY OF Utah )

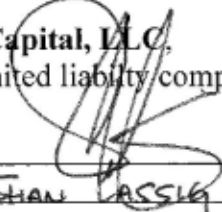
The foregoing instrument was acknowledged before me this 6 day of July, 2021, by Jacob C. Toombs, as President of the Millcreek Homes, Inc., on behalf of such corporation.

  
\_\_\_\_\_  
Notary Public



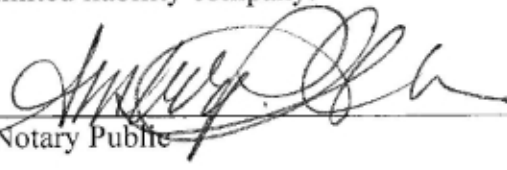
**BENEFICIARY:**

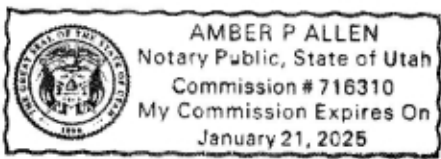
**Interim Capital, LLC,**  
a Utah limited liability company

By:   
Name: SHAN LASSIG  
Title: MEMBER

STATE OF UTAH )  
  ) ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 7 day of July, 2021, by Shan Lassig, the Member of Interim Capital, LLC, a Utah limited liability company, on behalf of such limited liability company.

  
\_\_\_\_\_  
Notary Public



**EXHIBIT A**

**Legal Description**

Units 1 through 18, and Parcel "A", THE LANDING TOWNHOMES, (Amending Lot 2, The Landing Subdivision) according to the official plat thereof as recorded in the office of the Davis County Recorder on May 4, 2021 as Entry No. 3378571 in Book 7752 at Page 625.

Tax Id No.: 15-069-0001 through 15-069-0019