

Tax Serial Number:  
22-25-180-001

12544223  
5/26/2017 4:31:00 PM \$14.00  
Book - 10562 Pg - 86-88  
Gary W. Ott  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 3 P.

RECORDATION REQUESTED BY:  
BRIGHTON BANK  
City Center Office  
311 South State Street  
Salt Lake City, UT 84111

WHEN RECORDED MAIL TO:  
BRIGHTON BANK  
City Center Office  
311 South State Street  
Salt Lake City, UT 84111

SEND TAX NOTICES TO:  
Canyon Center Residential, LLC  
5942 South Deerwood Creek Circle  
Holladay, UT 84121

FOR RECORDER'S USE ONLY

79512.TF

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 26, 2017, is made and executed between Canyon Center Residential, LLC, a Utah Limited Liability Company, whose address is 5942 South Deerwood Creek Circle, Holladay, UT 84121 ("Trustor") and BRIGHTON BANK, whose address is City Center Office, 311 South State Street, Salt Lake City, UT 84111 ("Lender").

**DEED OF TRUST.** Lender and Trustor have entered into a Deed of Trust dated September 20, 2016 (the "Deed of Trust") which has been recorded in Salt Lake County, State of Utah, as follows:

**Recorded September 21, 2016 Entry #12370053 Book 10478 Page 4257-4269 in the Salt Lake County Recorder's Office.**

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

Lot 4, Canyon Centre, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder on April 8, 2015 as Entry No. 12026637 in Book 2015P at Page 83.

The Real Property or its address is commonly known as 7358 South Canyon Centre Parkway, Cottonwood Heights, UT 84121. The Real Property tax identification number is 22-25-180-001.

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

**The Principal amount has been increased to \$750,000.00.**

**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.

MODIFICATION OF DEED OF TRUST  
(Continued)

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 MAY 26, 2017.

TRUSTOR:

CANYON CENTER RESIDENTIAL, LLC

By: [Signature]  
Mark M. Mabey, Manager of Canyon Center Residential, LLC

LENDER:

BRIGHTON BANK

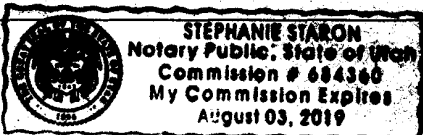
X [Signature]  
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah )  
 ) SS  
COUNTY OF Salt Lake )

On this 26<sup>th</sup> day of May, 20 17, before me, the undersigned Notary Public, personally appeared Mark M. Mabey, Manager of Canyon Center Residential, 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 Salt Lake City  
Notary Public in and for the State of Utah My commission expires 08/03/2019



MODIFICATION OF DEED OF TRUST  
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Utah )  
 ) SS  
COUNTY OF Salt Lake )

On this 26<sup>th</sup> day of May, 20 17, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, authorized agent for **BRIGHTON BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **BRIGHTON BANK**, duly authorized by **BRIGHTON 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 **BRIGHTON BANK**.

By [Signature] Residing at Salt Lake City  
Notary Public in and for the State of Utah My commission expires 08/03/2019



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