

ENT 104898 : 2022 PG 1 of 4  
**Andrea Allen**  
**Utah County Recorder**  
2022 Sep 28 12:00 PM FEE 40.00 BY TM  
RECORDED FOR Pinnacle Title  
ELECTRONICALLY RECORDED

143353CA

THIS INSTRUMENT PREPARED BY:  
Capital Community Bank - Salem Branch  
549 N State Rd 198  
Salem, UT 84653-0000

AFTER RECORDING RETURN TO:  
Capital Community Bank - Salem Branch  
549 N State Rd 198  
Salem, UT 84653-0000

(Space Above This Line For Recording Data)

PARCEL ID NUMBER: 51-238-0034

## MODIFICATION AGREEMENT - DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 26th day of September, 2022, between Brian Kunz, a married couple, whose address is 769 W Ranch Circle, Alpine, Utah 84004 ("Grantor"), and Capital Community Bank - Salem Branch whose address is 549 N State Rd 198, Salem, Utah 84653 ("Lender").

Capital Community Bank - Salem Branch and Grantor entered into a Deed of Trust dated September 26, 2022 and DEED OF TRUST RECORDED ON SEPTEMBER 15, 2022 ENTRY NO 100663 2022, records of County of County, State of Utah ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 769 WEST RANCH CIRCLE, ALPINE, Utah 84004

Legal Description: See Attached Exhibit A

Parcel ID/Sidwell Number: 51-238-0034

It is the express intent of the Grantor and Lender to modify the terms and provisions set forth in the Deed of Trust. Grantor and Lender hereby agree to modify the Deed of Trust as follows:

- THE AMOUNT OF THIS DEED OF TRUST SHALL BE INCREASED FROM \$1,706,000.00 TO \$2,050,000.00.

Grantor and Lender agree that the Deed of Trust including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Deed of Trust on the Property. Nothing contained herein shall in any way impair the Deed of Trust or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Deed of Trust it being the intent of Grantor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Deed of Trust.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Deed of Trust modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Grantor who signed the original Deed of Trust does not sign this Agreement, then all Grantors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the



non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

**ORAL AGREEMENTS DISCLAIMER.** This Agreement represents a final expression of the agreement between the parties. The agreement may not be contradicted by evidence of any alleged oral agreement.

**By signing below, Grantor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.**

Brian Kunz 9-26-2022  
Individually Date

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF UTAH )  
COUNTY OF utah )

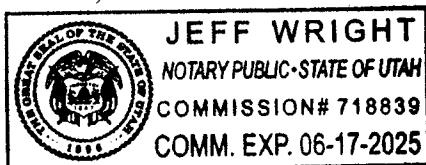
The foregoing instrument was acknowledged by Brian Kunz, a married couple, before me on . In witness whereof, I hereunto set my hand and my official seal.

My commission expires: 06/17/2025

Jeff Wright

Identification Number 718839

(Official Seal)



**LENDER:** Capital Community Bank - Salem Branch

Jeffrey Wright 9/26/2022  
By: Jeffrey Wright Date  
Its: VP, Loan Officer

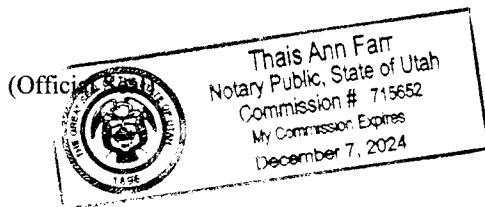
**BUSINESS ACKNOWLEDGMENT**

STATE OF UTAH )  
                    )  
COUNTY OF SALT LAKE )

This instrument was acknowledged on the 26, September, 2022, by Jeffrey Wright, VP, Loan Officer on behalf of Capital Community Bank - Salem Branch, a(n) Commercial Bank, who personally appeared before me.

In witness whereof, I hereunto set my hand and official seal.

My commission expires:



Order Number: 145353ACA

**EXHIBIT "A"**

The Land referred to herein below is situated in the County of Utah, State of Utah, and is described as follows:

Lot 17, Plat "B", THE RANCH AT WESTFIELD PARK SUBDIVISION, according to the official plat thereof, as recorded in the office of the Utah County Recorder, Utah County, State of Utah. Less and Excepting therefrom the following: Commencing at the Northwest corner of Lot 18, Plat "B", The Ranch at Westfield Park Subdivision according to the official plat thereof filed on July 5, 1994 as Entry No. 55073, Utah County Recorder's Office, said point being 490.74 feet North 00°01'35" East and 180.89 feet East of the East Quarter Corner of Section 26, Township 4 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 43°53'38" West 360.08 feet; thence North 40°04'42" East 352.19 feet; thence 25.00 feet along a 227.00 foot radius curve to the left (chord bearing South 66°24'35" East 24.99 feet) to the point of beginning.

Parcel Number: 51-238-0034