

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST ("Modification") is given by **MICHAEL CIGLIANO AND SARAH CIGLIANO** (whether one or more, collectively referred to as "Borrower"), whose address is 16660 Linda Terrace, Pacific Palisades, CA 90272 together with any future owner of the Property or any part thereof or any interest therein to **VANGUARD TITLE INSURANCE COMPANY**, as Trustee, for the use and benefit of **FORTIS PRIVATE BANK** ("Lender") and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.** ("MERS"), as nominee for Lender, its successors and assigns and as the beneficiary of the Deed of Trust.

Borrower executed and delivered to Lender a Deed of Trust dated **November 8, 2021**, which was recorded **November 9, 2021** at Reception No. 01177232 in the public records of Summit County, Utah ("Deed of Trust"). The Deed of Trust encumbers certain property legally described as **SEE ATTACHED EXHIBIT A**. The Deed of Trust was executed and delivered by Borrower to secure to Lender the payment of an indebtedness evidenced by that certain Adjustable Rate Note dated effective as of **November 8, 2021** (the "Note"), as the same may be amended, modified or supplemented from time to time. The parties have modified the payment terms, including the final payment date of the Note, and desire to modify the Deed of Trust accordingly.

NOW THEREFORE, it is hereby agreed that, effective as of the date hereof:

- (a) the last sentence of the definition of "Note" in the Deed of Trust is modified to state "Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **DECEMBER 14, 2024**."
- (b) The first sentence of Section 6 to the Addendum to Deed of Trust is hereby deleted and replaced as follows: "This Addendum shall terminate upon the occurrence of the Completion Date, satisfaction of all requirements in Section 3 of the Allonge, and the payment to the Lender of all amounts due under Sections 2 and 4 of the Allonge."
- (c) The interest rate under the Note has been changed to a fix rate and the Adjustable Rate Rider attached hereto is hereby deleted in its entirety.

Any capitalized term used herein shall have the meaning set forth in the Deed of Trust unless otherwise defined herein. In the event of a conflict between the Deed of Trust and this Modification, the terms of the Modification shall control. All other terms and conditions of the Deed of Trust shall remain in full force and effect and are hereby ratified and affirmed.

Borrower expressly acknowledges that there are no claims or off sets against, or defenses or counterclaims to, any of the obligations of Borrower pursuant to the Note or Deed of Trust or any of the other agreements between Lender and Borrower as of the date of execution hereof. Borrower agrees that Lender has fully performed its obligations pursuant thereto through the date of execution hereof and Borrower hereby waives, releases and relinquishes any and all claims whatsoever that it may have against Lender with respect thereto through the date of execution hereof.

Dated as of December 15, 2023.

BORROWER:

[Signature]  
MICHAEL CIGLIANO

STATE OF CA )  
COUNTY OF Los Angeles ) ss.

The foregoing instrument was acknowledged before me this 15 day of December, 20 23, by MICHAEL CIGLIANO.

Witness my hand and official seal.  
My commission expires: 11/02/2025.



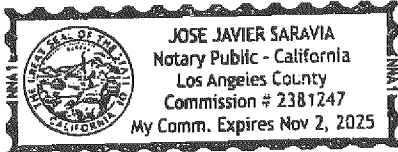
[Signature]  
Notary Public

[Signature]  
SARAH CIGLIANO

STATE OF CA )  
COUNTY OF Los Angeles ) ss.

The foregoing instrument was acknowledged before me this 15 day of December, 20 23, by SARAH CIGLIANO.

Witness my hand and official seal.  
My commission expires: 11/02/2025.



[Signature]  
Notary Public

WHEN RECORDED, RETURN TO:

Fortis Private Bank 1550 17<sup>th</sup> St.,  
Suite 203  
Denver, CO 80202

EXHIBIT A

**ALL OF LOT 51, PINNACLE AT PROMONTORY PHASE 2 SUBDIVISION, ACCORDING TO THE OFFICIAL  
PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.**