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2/27/2017 3:20:00 PM \$14.00  
Book - 10533 Pg - 2279-2281  
Gary W. Ott  
Recorder, Salt Lake County, UT  
METRO NATIONAL TITLE  
BY: eCASH, DEPUTY - EF 3 P.

**Tax Serial Number:**  
**33-11-400-033**

**RECORDATION REQUESTED BY:**

Capital Community Bank  
Sandy Office  
9080 South Village Shop Drive  
Sandy, UT 84094

**WHEN RECORDED MAIL TO:**

Capital Community Bank  
Sandy Office  
9080 South Village Shop Drive  
Sandy, UT 84094

**SEND TAX NOTICES TO:**

Big Rock Properties, LLC  
5718 West Axel Park Road  
West Jordan, UT 84081

FOR RECORDER'S USE ONLY

## **MODIFICATION OF DEED OF TRUST**

**THIS MODIFICATION OF DEED OF TRUST** dated February 21, 2017, is made and executed between **Big Rock Properties, LLC** ("Trustor") and **Capital Community Bank**, whose address is **Sandy Office, 9080 South Village Shop Drive, Sandy, UT 84094** ("Lender").

**DEED OF TRUST.** Lender and Trustor have entered into a Deed of Trust dated September 29, 2015 (the "Deed of Trust") which has been recorded in Salt Lake County, State of Utah, as follows:

Recorded 10/02/2015 in Salt Lake County Utah as Entry number 12145094. Book 10367 Page 6069-6081.

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

Beginning at a point which is West 2227.33 feet from the East Quarter Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 00°05'10" West 541.05 feet (540.247 feet by deed); thence South 89°36'28" West 409.59 feet; thence North 00°59'54" East 499.60 feet (498.89 feet by deed); thence North 84°12'50" East 142.07 feet (143.4 feet by deed); thence North 30.00 feet; thence East 260.35 feet (260.353 feet by deed) to the point of beginning.

Together with a 50 foot private right of way described as follows: Beginning at a point which is West 2512.45 feet and South 32.52 feet from the East Quarter Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 49°13'42" West 155.87 feet; thence South 00°59'54" West 1276.67 feet; thence North 89°00'06" West 50.00 feet; thence North 00°59'54" East 1299.03 feet; thence North 49°13'42" East 106.84 feet; thence North 84°12'50" East 87.18 feet to the point of beginning.

The Real Property or its address is commonly known as 985 West 14600 South, Bluffdale, UT 84065. The Real Property tax identification number is 33-11-400-033.

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

**Principal Decrease from \$2,075,275.00 to \$1,152,932.00.**

**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.

**COURTESY RECORDING**

This Document is being recorded solely as a courtesy and an accommodation to the parties named herein. METRO NATIONAL TITLE hereby expressly disclaims any responsibility or liability to the accuracy of the content thereof.

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

Loan No: 50064741

Page 2

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 FEBRUARY 21, 2017.

**TRUSTOR:**

**BIG ROCK PROPERTIES, LLC**

By: Lawrence Wayne Anderson, Member of Big Rock Properties, LLC  
By: Kimball Torrey Anderson, Member of Big Rock Properties, LLC

## SEARCHER:

CAPITAL COMMUNITY BANK

X   
Steve Carlton, Loan Officer

## LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

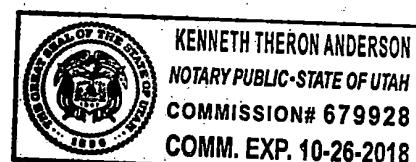
STATE OF Utah  
COUNTY OF Salt Lake

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) SS  
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On this 27<sup>th</sup> day of Feb, 2017, before me, the undersigned Notary Public, personally appeared **Lawrence Wayne Anderson, Member of Big Rock Properties, LLC and Kimball Torrey Anderson, Member of Big Rock Properties, 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 *J. - R. S.*

Residing at Utah County  
My commission expires 10-26-18



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

Loan No: 50064741

Page 3

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**LENDER ACKNOWLEDGMENT**

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STATE OF Utah

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COUNTY OF Salt Lake

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On this 27<sup>th</sup> day of Feb, 20 17, before me, the undersigned Notary Public, personally appeared Steve Carlson and known to me to be the Loan Officer, authorized agent for Capital Community Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Capital Community Bank, duly authorized by Capital Community 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 Capital Community Bank.

By K. Carlson

Residing at Utah County

Notary Public in and for the State of UT

My commission expires 10-26-18

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