12744027 3/30/2018 9:51:00 AM \$14.00 Book - 10660 Pg - 5142-5144 ADAM GARDINER Recorder, Salt Lake County, UT METRO NATIONAL TITLE BY: eCASH, DEPUTY - EF 3 P.

Tax Serial Number: 15-24-236-003

### **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:

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

FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated November 20, 2017, is made and executed between Majestic Meat, Inc. ("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 April 19, 2017 (the "Deed of Trust") which has been recorded in Salt Lake County, State of Utah, as follows:

Recorded on April 24, 2017 by the Salt Lake County Recorder as entry number 12521210 book 10550 and page 5690-5700.

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

Commencing 186.0 feet North and 160.00 feet East from the Southwest corner of Lot 8, Block 40, 10 Acre Plat 'A', Big Field Survey, thence North 138 feet; thence North 89°51'52" East 189.5 feet; thence South 138.00 feet; thence South 89°51'52" West 189.5 feet to the place of beginning.

The Real Property or its address is commonly known as 70 West Bowers Way, Salt Lake City, UT 84115. The Real Property tax identification number is 15-24-236-003.

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

Changing the vesting from the exchange company to Majestic Meat.

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 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

## 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: 50142216

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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 NOVEMBER 20, 2017.	
TRUSTOR:	
MAJESTIC MEATING	
By: Raymond Zaelit, President of Majestic Meat, Inc.	
By:  Jill Zaelit; Director of Majestic Meat, Inc.	
LENDER;	
CAPITAL COMMUNITY BANK	
X Steve Cariston, Loan Officer	
CORPORATE ACKNOWLEDGMENT	
STATE OF UTAH COUNTY OF SAIT LAKE	LINDSEY PAULSON NOTARY PUBLIC-STATE OF UTAH COMMISSION# 684812 COMM. EXP. 08-21-2019
On this day of March  Notary Public, personally appeared Raymond Zaelit, President of Maj  Meat, Inc., and known to me to be authorized agents of the corporat and acknowledged the Modification to be the free and voluntary as  Bylaws or by resolution of its board of directors, for the uses and put they are authorized to execute this Modification and in fact executed	, 20, before me, the undersigned lestic Meat, Inc. and Jill Zaellt, Director of Majestic lion that executed the Modification of Deed of Trust ct and deed of the corporation, by authority of its urposes therein mentioned, and on oath stated that
By Ling Park	Residing at U+9V
Notary Public Im and for the State of 110	My commission expires <u>08-21-2019</u>

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

Loan No: 50142216

LENDER ACKNOWLEDGMENT LINDSEY PAULSON STATE OF UTAK NOTARY PUBLIC-STATE OF UTAH ) SS COMMISSION# 684812 COMM. EXP. 08-21-2019 On this day of Mayor 20 before me, the undersigned Notary Public, personally appeared Steve Cariston 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. March Residing at Wton Notary Public in and for the State of U My commission expires 08-21-2019 LaserPro, Ver. 17.4.21.005 All Rights Reserved. - UT

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