12779727 5/29/2018 11:10:00 AM \$14.00 Book - 10678 Pg - 3536-3538 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 Village Shop Drive Sandy, UT 84094

FOR RECORDER'S USE ONLY

# **MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated May 22, 2018, 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 March 30, 2018 by the Salt Lake County Recorder as entry number 12744027 book 10660 and page 5142-5144.

**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:

Principal decrease from \$1,170,000.00 to \$808,893.00. Extend Maturity Date for a 10 year term.

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 MAY 22, 2018.			
TRUSTOR:			
MAJESTIC MEAT INC.			
By: Raymond Zaelit, President of Majestic Meat, Inc.			
By:  Jill Zaelit, Director of Majestic Meat, Inc.			
LENDER:			
CAPITAL COMMUNITY BANK			
X Steve Carlston, Loan Officer			
CORPORATE ACKNOWLEDGMENT			
STATE OF Utah	LINDSEY PAULSON  NOTIFICIAL STATEOFUTAH  SS		
COUNTY OF JAIT LAKE	) ss		
On this 25 day of Maj Notary Public, personally appeared Raymond Zaelit, President of M Meat, Inc., and known to me to be authorized agents of the corpora	ation that executed the Modification of Deed of Trust		
and acknowledged the Modification to be the free and voluntary Bylaws or by resolution of its board of directors, for the uses and they are authorized to execute this Modification and in fact execute	purposes therein mentioned, and on oath stated that		
By Lively Vaga	Residing at Utah		
Notary Public in and or the State of	My commission expires <u>08-21-20</u> 19		

# MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 50142216	(Continued)	Page 3
l	ENDER ACKNOWLEDGME	NT
Notary Public, personally appeared Ste Community Bank that executed the w and voluntary act and deed of Capital directors or otherwise, for the uses ar	of Make Carlston and known to me to be the experiment and foregoing instrument and acking Community Bank, duly authorized by Capard purposes therein mentioned, and on context executed this sald instrument on behalf	LINDSEY FAULSON  NOTARY FUBLIC STATE OF UTAN  COMMISSION# 684812  COMM. EXP. 08-21-2019  Loan Officer, authorized agent for Capital nowledged said instrument to be the free pital Community Bank through its board of both stated that he or she is authorized to if of Capital Community Bank.  Siding at MTOM  Commission expires 08-21-2019
LaserPro, Ver. 17.4.21.005 Copi	r. D+H USA Corporation 1997, 20 H:\CFI\LPL\G202.FC TR-3726 PR-30	