

RECORDATION REQUESTED BY:

Citizens Community Bank, Division of Glacier Bank
Rexburg Branch
452 North 2nd East
Rexburg, ID 83440

WHEN RECORDED MAIL TO:

Citizens Community Bank, Division of Glacier Bank
Rexburg Branch
452 North 2nd East
Rexburg, ID 83440

SEND TAX NOTICES TO:

Citizens Community Bank, Division of Glacier Bank
Rexburg Branch
452 North 2nd East
Rexburg, ID 83440

FOR RECORDER'S USE ONLY

133904-LMF
04.085.0038

MODIFICATION OF DEED OF TRUST



#####%0735%07302021%#####%10*

THIS MODIFICATION OF DEED OF TRUST dated July 30, 2021, is made and executed between JBB BURLEY PROPERTIES, LLC, whose address is 976 S CURLEW, AMMON, ID 83406; AN IDAHO LIMITED LIABILITY COMPANY ("Trustor") and Citizens Community Bank, Division of Glacier Bank, whose address is Rexburg Branch, 452 North 2nd East, Rexburg, ID 83440 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated December 2, 2020 (the "Deed of Trust") which has been recorded in CACHE County, State of Utah, as follows:

THE ORIGINAL DEED OF TRUST RECORDED ON DECEMBER 3, 2020 BY COTTONWOOD TITLE AS INSTRUMENT NO. 1268543.

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

Beginning at a point South 88°16'32" East, 150.00 feet and South 01°03'43" West, 7.00 feet from the Northwest corner of Lot 5, Block 8, Plat "D", Logan Farm Survey, said Northwest corner of Lot 5, being the intersection of the East right of way line of U.S. Highway 89-91 and the South right of way line of a County Road (1800 North Street) in North Logan, Utah and running thence South 88°16'32" East, 612.68 feet; thence South 01°33'53" West, 450.83 feet; thence North 88°26'07" West, 650.69 feet; thence North 01°03'43" East, 149.42 feet; thence North 88°56'17" West, 108.00 feet; thence North 01°03'43" East, 161.50 feet; thence South 88°16'32" East, 150.00 feet; thence North 01°03'43" East, 143.00 feet to the beginning.

The Real Property or its address is commonly known as 1750 NORTH MAIN, NORTH LOGAN, UT 84341.

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

THE CREDIT LIMIT WILL INCREASE TO \$4,290,000.00 MAX CREDIT.

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 endorser 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 JULY 30, 2021.

TRUSTOR:

JBB BURLEY PROPERTIES, LLC

By:

Thomas William Yearsley

THOMAS WILLIAM YEARSLEY, Manager of JBB BURLEY PROPERTIES, LLC

LENDER:

CITIZENS COMMUNITY BANK, DIVISION OF GLACIER BANK

X

Brandon Tighe
Brandon Tighe, Commercial Loan Officer

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

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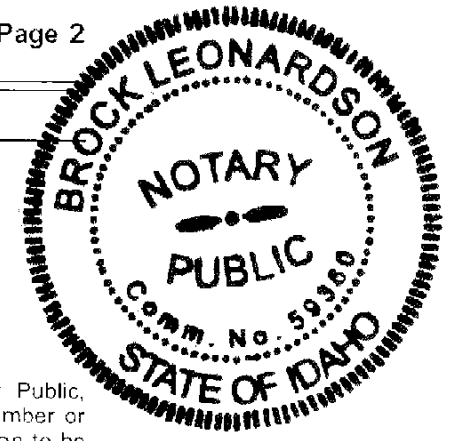
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Idaho)
COUNTY OF Bonneville) SS
)

On this 28 day of July, 20 21, before me, the undersigned Notary Public, personally appeared **THOMAS WILLIAM YEARSLEY**, Manager of **JBB BURLEY PROPERTIES, LLC**, and known to me to be a member or designated agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature]
Notary Public in and for the State of Idaho

Residing at 976 S. E. [unclear]
My commission expires 3/28/24



LENDER ACKNOWLEDGMENT

STATE OF Idaho)
COUNTY OF Madison) SS
)

On this 29 day of July, 20 21, before me, the undersigned Notary Public, personally appeared **Brandon Tighe** and known to me to be the **Commercial Loan Officer**, authorized agent for **Citizens Community Bank, Division of Glacier Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Citizens Community Bank, Division of Glacier Bank**, duly authorized by **Citizens Community Bank, Division of Glacier 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 **Citizens Community Bank, Division of Glacier Bank**.

By [Signature]
Notary Public in and for the State of Idaho

Residing at Madison County
My commission expires Mar 28, 2025

