

13919507 B: 11321 P: 4246 Total Pages: 2
03/25/2022 04:34 PM By: asteffensen Fees: \$40.00
MODIF- MODIFICATION AGREEMENT
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

Tax Serial Number:
14-25-383-027, 14-25-383-028,
14-25-383-029, 14-25-383-030

RECORDATION REQUESTED BY:
UNIVERSITY FIRST FEDERAL CREDIT UNION
BUSINESS SERVICES
P.O. BOX 58025
SALT LAKE CITY, UT 84158

WHEN RECORDED MAIL TO:
UNIVERSITY FIRST FEDERAL CREDIT UNION
BUSINESS SERVICES
P.O. BOX 58025
SALT LAKE CITY, UT 84158

SEND TAX NOTICES TO:
UNIVERSITY FIRST FEDERAL CREDIT UNION
BUSINESS SERVICES
P.O. BOX 58025
SALT LAKE CITY, UT 84158

FOR RECORDER'S USE ONLY

#131354. JHM

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated 3.24.2022, is made and executed between 5340 PTAG, LLC, whose address is 6375 S HIGHLAND DR., SALT LAKE CITY, UT 84121 ("Trustor") and UNIVERSITY FIRST FEDERAL CREDIT UNION, whose address is BUSINESS SERVICES, P.O. BOX 58025, SALT LAKE CITY, UT 84158 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated August 21, 2020 (the "Deed of Trust") which has been recorded in SALT LAKE County, State of Utah, as follows:

13370805
8/24/2020 2:25:00 PM \$40.00
Book - 11004 Pg - 6650-6659
RASHELLE HOBBS
Recorder, Salt Lake City, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 10 P.

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

A part of the Southwest quarter of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Commencing at a point on the North line of 3500 South Street as it exists at 33.00 foot half width, said point being 33.00 feet (2 rods record) North 00°14'14" East (North record) and 825.00 feet North 89°45'46" West (West record) from a Brass Cap Monument found marking the South quarter corner of said Section 25; and running thence North 89°45'46" West 188.56 feet along said North line to a point described in a Boundary Line Agreement; thence North 00°14'14" East 257.00 feet along said Agreement line to the South line of Willow Cove Estates Subdivision; thence South 89°45'46" East 188.56 feet along said line to the Northwesterly corner of Lot 7, Madisyn Cove Subdivision; thence South 00°14'14" West 257.00 feet along the West line of said Madisyn Cove Subdivision to the point of beginning.

LESS AND EXCEPTING any portion lying within the roadway dedicated to West Valley City on the plat of West Valley Flats Subdivision recorded October 19, 2020 as Entry No. 13429369 in Book 2020P at Page 250, in the office of the Salt Lake County Recorder.

THE FOREGOING NOW BEING KNOWN AS:

Lots 1, 2, 3, and 4, West Valley Flats Subdivision, according to the official plat thereof, as recorded October 19, 2020 as Entry No. 13429369 in Book 2020P at Page 250, in the office of the Salt Lake County Recorder.

The Real Property or its address is commonly known as 5340 WEST 3500 SOUTH, WEST VALLEY CITY, UT 84120. The Real Property tax identification number is 14-25-383-027, 14-25-383-028, 14-25-383-029, 14-25-383-030.

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

PRINCIPAL INCREASE FROM \$954,224.65 TO \$1,308,386.00.

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. 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 OF DEED OF TRUST
(Continued)

Loan No: 01

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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 3.24.2022.

TRUSTOR:

5340 PTAG, LLC

By: [Signature]
DALE MAJORS, Member of 5340-PTAG, LLC

By: [Signature]
AARON S HAAGA, Manager of 5340 PTAG, LLC

STONEBROOK CONSTRUCTION DEVELOPMENT, LLC, Manager of 5340 PTAG, LLC

By: [Signature]
AARON S HAAGA, Manager of STONEBROOK CONSTRUCTION DEVELOPMENT, LLC

LENDER:

UNIVERSITY FIRST FEDERAL CREDIT UNION

X _____
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)

On this 24 day of March, 20 22, before me, the undersigned Notary Public, personally appeared DALE MAJORS, Member of 5340 PTAG, LLC; AARON S HAAGA, Manager of 5340 PTAG, LLC; and AARON S HAAGA, Manager of STONEBROOK CONSTRUCTION DEVELOPMENT, LLC, Manager of 5340 PTAG, 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: [Signature]
Notary Public in and for the State of Utah

Residing at Salt Lake, UT
My commission expires 9.19.23

