

Tax Serial Number:
16-06-310-003

14034182 B: 11381 P: 4269 Total Pages: 4

10/25/2022 10:33 AM By: ECarter Fees: \$40.00

Rashelle Hobbs, Recorder, Salt Lake County, Utah

Return To: STEWART TITLE OF UTAH

6955 S UNION PARK CTR STE 100MIDVALE, UT 840476516

RECORDATION REQUESTED BY:

BRIGHTON BANK
City Center Office
311 South State Street
Salt Lake City, UT 84111

WHEN RECORDED MAIL TO:

BRIGHTON BANK
City Center Office
311 South State Street
Salt Lake City, UT 84111

SEND TAX NOTICES TO:

Pack Enterprises, L.L.C.
273 North 2975 West
Layton, UT 84041

FOR RECORDER'S USE ONLY

1725427-2

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 24, 2022, is made and executed between Pack Enterprises, L.L.C., whose address is 273 North 2975 West, Layton, UT 84041 ("Trustor") and BRIGHTON BANK, whose address is City Center Office, 311 South State Street, Salt Lake City, UT 84111 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated June 16, 2022 (the "Deed of Trust") which has been recorded in Salt Lake County, State of Utah, as follows:

Recorded in the Salt Lake County Recorder's Office on June 17, 2022 Entry #13971915 in Book 11349 and Page 4556.

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

Sub Unit 104, Together with Parking Stall 378 and Storage Unit 102 contained within the Metro Condominiums, a Utah Condominium Project, as the same is identified in the Record of Survey Map recorded in Salt Lake county, Utah. Together with: (a) The undivided ownership interest in said Condominium Project's Common Areas and Facilities which is appurtenant to said Unit, (the referenced Declaration of Condominium providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates); (b) The exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said Unit, and (c) The non-exclusive right to use and enjoy the Common Areas and Facilities included in said Condominium Project (as said Project may hereafter be expanded) in accordance with the aforesaid Declaration of Survey Map (as said Declaration and Map may hereafter be amended or supplemented) and the Utah Condominium Ownership Act.

The Real Property or its address is commonly known as 350 South 200 East, Unit 104, Salt Lake City, UT 84111. The Real Property tax identification number is 16-06-310-003.

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

The Principal amount of this Deed of Trust has been increased to \$356,500.00.

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

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

Page 2

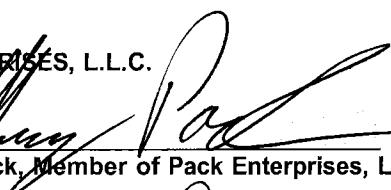
future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the 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 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.

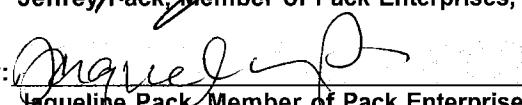
COUNTERPARTS. This agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.

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 OCTOBER 24, 2022.

TRUSTOR:

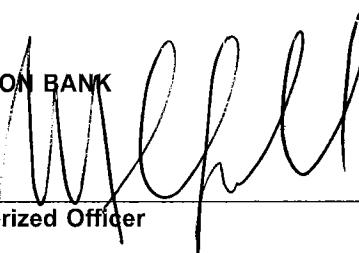
PACK ENTERPRISES, L.L.C.

By: 
Jeffrey Pack, Member of Pack Enterprises, L.L.C.

By: 
Jacqueline Pack, Member of Pack Enterprises, L.L.C.

LENDER:

BRIGHTON BANK

X 
Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

Page 3

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah

)

) SS

COUNTY OF Salt Lake

)



Notary Public - State of Utah
MELISSA SNELL
Comm. #716331
My Commission Expires
January, 31, 2025

On this 24th day of October, 20 22, before me, the undersigned Notary Public, personally appeared **Jeffrey Pack, Member of Pack Enterprises, L.L.C. and Jaqueline Pack, Member of Pack Enterprises, L.L.C.**, 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 Melissa Snell
Notary Public in and for the State of Utah

Residing at Salt Lake City, UT
My commission expires January 31, 2025

LENDER ACKNOWLEDGMENT

STATE OF Utah

)

) SS

COUNTY OF Salt Lake

)



Notary Public - State of Utah
BEAU ERICKSON
Comm. #713202
My Commission Expires
July 31, 2024

On this 24th day of October, 20 22, before me, the undersigned Notary Public, personally appeared Melissa Snell and known to me to be the Vice President, authorized agent for **BRIGHTON BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **BRIGHTON BANK**, duly authorized by **BRIGHTON 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 **BRIGHTON BANK**.

By Beau Erickson
Notary Public in and for the State of Utah

Residing at Salt Lake City, UT
My commission expires July 31, 2024

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

Page 4