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MODIFICATION TO DEED OF TRUST

This **Modification to Deed of Trust** ("Modification"), is made this **4th** day of **January, 2023** between **Bank of America, N.A.** ("Beneficiary") and **JAMES C. SHAW, DARCY SHAW** (the "Borrower(s)") (collectively referred to herein as the "Parties").

RECITALS

This Modification is made with reference to the following facts:

- A. The Borrower(s) made and executed a Deed of Trust in favor of **First American Title Insurance Company** as trustee and **Bank of America, N.A.** as beneficiary of record dated **10/26/2022**, and recorded on **11/10/2022**, as Document No./Instrument No. **14040713**, Book **11384**, Page No. **8385** of the Official Records in the Office of the County Recorder of **Salt Lake County, State of Utah** ("Deed of Trust"), legally describing the following real property, commonly known as **4552 W Wharton Dr, Herriman, Utah 84096-4506**:

See Schedule "A" attached hereto and made a part hereof.

- B. The purpose of this Modification is to **attach missing page 7 of 12 of the Deed of Trust to recorded Deed of Trust**

TERMS OF MODIFICATION

1. For value received, the Parties hereby modify the Deed of Trust as follows:
attach missing page 7 of 12 of the Deed of Trust

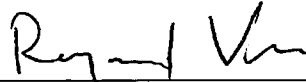
2. The terms of the Deed of Trust, which are incorporated herein by reference, shall remain in full force and effect and be binding thereon to the extent they are not inconsistent with the provisions of this Modification. In the event of any inconsistency between the provisions of this Modification and the Deed of Trust, the provisions of this Modification shall control. The Deed of Trust, herein modified, when signed by all Parties, shall constitute one Deed of Trust.

3. This Modification shall inure to and bind the heirs, devisees, successors and assigns of the Parties.

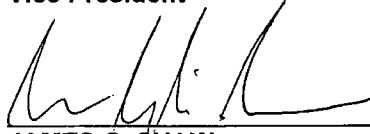
4. This Modification may be executed in counterparts, but shall be of no force and effect unless and until all Parties have duly executed this document.

IN WITNESS WHEREOF, the Parties have executed this Modification the day and year first above written.

Bank of America, N.A.



Raymond Vega
Vice President



JAMES C. SHAW



DARCY SHAW

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

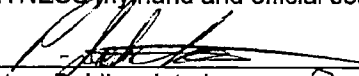
STATE OF CALIFORNIA

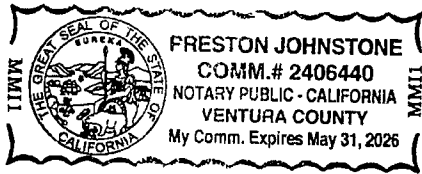
COUNTY OF VENTURA

On this 01st day of FEBRUARY, 2023, before me, PRESTON JOHNSTONE, Notary Public, personally appeared Raymond Vega, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public printed name: PRESTON JOHNSTONE
Commission Expires: 05/31/2026

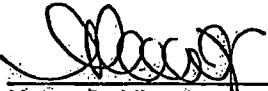


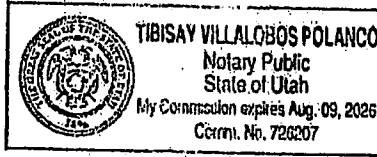
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Utah)
COUNTY OF Salt Lake) ss.

On this 18 day of January, 2023, before me, Tibisay Villalobos Polanco, Notary Public, personally appeared James C. Shaw, Darcy Shaw, personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public printed name: Tibisay Villalobos Polanco
Commission Expires: 8-9-2026



Doc ID#: 99960862900062625

JAMES C. SHAW, DARCY SHAW

SCHEDULE "A"

THE FOLLOWING LANDS LYING IN SALT LAKE COUNTY, STATE OF UTAH

PROPERTY 1:

LOT 416, GRAYSTONE SUBDIVISION, PHASE 4, AMENDING LOT L, SOUTH HERRIMAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE RECORDER, SALT LAKE COUNTY RECORDER, RECORDED NOVEMBER 13, 2018 AS ENTRY NO 12985073, IN BOOK 2018P, AT PAGE 387 OF OFFICIAL RECORDS.

TOGETHER WITH ALL RIGHTS, PRIVILEGES AND APPURTENANCES BELONGING OR IN ANYWISE APPERTAINING MEMBERS AND APPURTENANCES TO THE REAL ESTATE IN ANYWISE APPERTAINING THERETO, BEING SUBJECT, HOWEVER, TO EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, ETC., OF RECORD OR ENFORCEABLE IN LAW OR EQUITY

RESERVING SPECIFICALLY UNTO GRANTOR, WHICH RIGHTS ARE NOT TRANSFERRED TO GRANTEE

I ALL WATER AND WATER RIGHTS OF ANY AND ALL KINDS, INCLUDING, WITHOUT LIMITATION, SHARES OF STOCK IN WATER COMPANIES,

II ALL MINERALS, COAL, CARBONS, HYDROCARBONS, OIL, GAS, CHEMICAL ELEMENTS AND COMPOUNDS, WHETHER IN SOLID, LIQUID OR GASEOUS FORM AND ALL STEAM AND OTHER FORMS OF THERMAL ENERGY, ON, IN, OR UNDER THE ABOVE-DESCRIBED PROPERTY AND

III ALL SUBSURFACE RIGHTS OF ANY AND ALL KINDS TO THE EXTENT NOT INCLUDED IN SUBSECTION

IV ABOVE, PROVIDED, HOWEVER, IN ALL EVENTS GRANTOR DOES NOT RESERVE THE RIGHT AND SHALL NOT HAVE THE RIGHT, TO USE THE PROPERTY OR EXTRACT MINERALS OR OTHER SUBSTANCES FROM THE PROPERTY ABOVE A DEPTH OF 250 FEET, NOR DOES GRANTOR RESERVE THE RIGHT, NOR SHALL GRANTOR HAVE THE RIGHT, TO USE THE SURFACE OF THE PROPERTY IN CONNECTION WITH THE RIGHTS RESERVED HEREIN

TAX ID 33-07-378-009

THIS BEING THE SAME PROPERTY CONVEYED TO JAMES SHAW AND DARCY SHAW, HUSBAND AND WIFE BY DEED FROM JAMES SHAW DATED SEPTEMBER 22, 2020 AND RECORDED SEPTEMBER 28, 2020 UNDER (BOOK) 11027 / (PAGE) 4129 OF THE SALT LAKE COUNTY, UT RECORDER'S OFFICE.

or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in the Agreement and this Security Instrument.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the Secured Debt immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the Secured Debt immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, and Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be otherwise applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the this Security Instrument granted by Lender to Borrower or any Successors in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Agreement (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without the co-signer's consent.