

Tax Serial Number:  
28-33-130-024

14306706 B: 11528 P: 7892 Total Pages: 4  
10/29/2024 03:06 PM By: BGORDON Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: PIONEER TITLE INSURANCE AGENCY, LC  
1188 W 10400 SSOUTH JORDAN, UT 840952600

RECORDATION REQUESTED BY:  
BRIGHTON BANK  
Midtown Office  
1420 South 300 West  
Salt Lake City, UT 84115

WHEN RECORDED MAIL TO:  
BRIGHTON BANK  
Midtown Office  
1420 South 300 West  
Salt Lake City, UT 84115

SEND TAX NOTICES TO:  
Karen Evans  
12751 S. Costanza Way  
Draper, UT 84020

FOR RECORDER'S USE ONLY

*Pioneer Title 117045*

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 24, 2024, is made and executed between Karen Evans, whose address is 12751 S. Costanza Way, Draper, UT 84020 ("Trustor") and BRIGHTON BANK, whose address is Midtown Office, 1420 South 300 West, Salt Lake City, UT 84115 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated August 4, 2017 (the "Deed of Trust") which has been recorded in Salt Lake County, State of Utah, as follows:

Recorded on August 7, 2017 Entry #12591452 in Book 10585 at Page 8874-8886 in the Salt Lake County Recorder's Office.

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

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 12751 S. Costanza Way, Draper, UT 84020. The Real Property tax identification number is 28-33-130-024.

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

The principal amount has been increased to \$2,021,614.00.

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 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.

MODIFICATION OF DEED OF TRUST  
(Continued)

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, 2024.

TRUSTOR:

X *Karen Evans*  
Karen Evans

LENDER:

BRIGHTON BANK  
X *Traci Nelson*  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

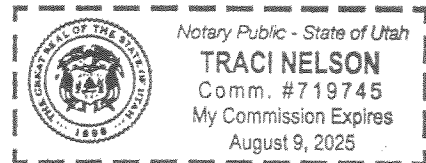
STATE OF Utah )  
 ) SS  
COUNTY OF Salt Lake )

On this day before me, the undersigned Notary Public, personally appeared **Karen Evans**, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 24<sup>th</sup> day of October, 2024.

By *Traci Nelson* Residing at Sec Utah

Notary Public in and for the State of Utah My commission expires Aug 9, 2025

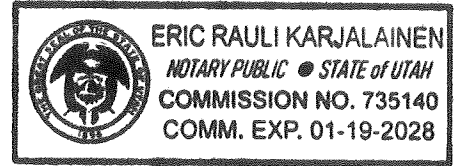


MODIFICATION OF DEED OF TRUST  
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Utah

COUNTY OF Salt Lake



)  
) SS  
)

On this 29<sup>th</sup> day of October, 20 24, before me, the undersigned Notary Public, personally appeared Tracey M. Nelson 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 [Signature]  
Notary Public in and for the State of Utah

Residing at 1420 S 300 W SLK UT 84115  
My commission expires 1.19.2028

## EXHIBIT "A"

Beginning South 0°13'56" West 693 feet and North 89°44' West 1186.89 feet and North 89°32'40" West 800 feet and North 89°53'50" West 254.14 feet more or less and North 6.6 feet more or less and West 296.48 feet more or less from the Northeast Corner of Section 33, Township 3 South, Range 1 East, Salt Lake Meridian, South 30°10'10" West 330.81 feet more or less, South 89°39' West 285.23 feet to the East line of Utah Irrigation Company Canal, North 19°15'42" West 300.82 feet more or less, South 89°39'51" East 553.50 feet more or less to beginning.

\*

Together with: a Roadway and Utility Right of Way over the following described parcel of land: Beginning at the Southeast Corner of the above described parcel, and running thence South 89°39' West 809.56 feet, thence South 38°54'30" East 63.94 feet, thence North 89°39' East 740.23 feet, thence North 30°10'10" East 58.04 feet to the point of beginning.

  
Initials