ENT 18916: 2023 PG 1 of 7

Andrea Allen

Utah County Recorder

2023 Mar 28 12:23 PM FEE 40.00 BY TM

RECORDED FOR TITAN TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

THIS INSTRUMENT PREPARED BY:

The Bank of Commerce 624 Jensen Grove Drive Blackfoot ID 832210000 AFTER RECORDING RETURN TO:

The Bank of Commerce 624 Jensen Grove Drive Blackfoot ID 832210000

(Space Above This Line For Recording Data)

LOAN NUMBER: 4013813662

MODIFICATION AGREEMENT - DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 22nd day of March, 2023, between HAYSTACK PROPERTIES LLC, an Idaho Limited Liability Company, whose address is 1034 KIMBALL LANE, BANCROFT, Idaho 83217 ("Grantor"), and The Bank of Commerce whose address is 624 Jensen Grove Drive, Blackfoot, Idaho 83221 ("Lender").

The Bank of Commerce and Grantor entered into a Deed of Trust dated March 14, 2022 and INSTRUMENT NO. 33708:2022, records of County of Utah, State of Utah ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: SEC 5, T 8S, R. 3E, SLB&M, SPRINGVILLE, Utah 84663

Legal Description: COMMENCING AT THE EAST QUARTER CORNER SECTION 5, T. 8S, R. 3E, SLB&M; NORTH 10 CHAINS; WEST 5.13 CHAINS; SOUTH 10 CHAINS; EAST 5.24 CHAINS TO BEGINNING. PARCEL NO. 26:042:0004

It is the express intent of the Grantor and Lender to modify the terms and provisions set forth in the Deed of Trust. Grantor and Lender hereby agree to modify the Deed of Trust as follows:

 A PROMISSORY NOTE OR OTHER AGREEMENT NO. 4013813662, DATED MARCH 14, 2022, FROM GRANTOR TO LENDER, WITH A LOAN AMOUNT OF \$1,100,000.00 AND MATURING ON MARCH 15, 2024.

Grantor and Lender agree that the Deed of Trust including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Deed of Trust on the Property. Nothing contained herein shall in any way impair the Deed of Trust or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Deed of Trust it being the intent of Grantor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Deed of Trust.

© 2004-2021 Compliance Systems, LLC d15a9c3b-b54d2453 - 2021,157.0.2 Modification Agreement - Real Estate Security Instrument DL6016

Page 1 of 7

www.compliancesystems.com



ENT **18916**: 2023 PG 2 of 7

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Deed of Trust modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Grantor who signed the original Deed of Trust does not sign this Agreement, then all Grantors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Grantor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

HAYS	TACK PROPE	ERTIES LLC 🏻	13-LL	43
	Ehicka		aλΛ	9
By: Cl	AIG CHILDS		Date	By

By: REED WRIGHT CRANDALL Date Its: MANAGER/PRESIDENT

A Connell 3-22-23

Its: MANAGER

By: KEITH CRAIG CRANDALL

Its: MANAGER/SECRETARY

By: KIMBALL LANE LIMITED PARTNERSHIP, GENERAL PARTNER

By: KIMBALL LANE MANAGEMENT, LLC, GENERAL PARTNER

By: CRAIG CHILDS

Date

CRANDALL Its: MANAGER

		BUSINESS ACI	KNOWLEDGMENT		
STATE OF	IDAHO)			
COUNTY OF					
HAYSTACK P proven to me instrument and so, executed th Liability Compa	ROPERTIES on the basis who acknowl e foregoing i any by himsel	LLC, an Idaho Limited lof satisfactory evidence edged that he/she holds to instrument for the purpor f/herself as MANAGER	Liability Company, to to be the person wh he position set forth ar se therein contained, to f HAYSTACK PROP	ANDALL, MANAGER on behalf me personally known or who having nose name is subscribed within the and that he/she being authorized to obly by signing the name of the Limite PERTIES LLC, and that the foregoing	ng nis do ed ng
hand and officia	•	x and deed of the Diffite	a Blacking Company, i.	ii withoss wholoof, I holounto set h	.1 у
My commission	n expires: 6	-24-2026	Kayle	Dear	
Pocati	ello . 1.	residing at D 83204	Identification Numb	per	
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(Official Seal)

KAYLEE DEAN NOTARY PUBLIC - STATE OF IDAHO COMMISSION NUMBER 20202141 MY COMMISSION EXPIRES 6-24-2026

BUSINESS ACKNOWLEDGMENT

STATE OF **IDAHO**

COUNTY OF Bannock

On this the 22nd of March, 2023, before me, Kaylee Dean, a Notary Public, personally appeared REED WRIGHT CRANDALL, MANAGER/PRESIDENT on behalf of HAYSTACK PROPERTIES LLC, an Idaho Limited Liability Company, to me personally known or who having proven to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Limited Liability Company by himself/herself as MANAGER/PRESIDENT of HAYSTACK PROPERTIES LLC, and that the foregoing instrument is the voluntary act and deed of the Limited Liability Company. In witness whereof, I hereunto set my hand and official seal.

My commission expires: 6-24-2026

Pocatello ID 83204

Identification Number

(Official Seal)

KAYLEE DEAN NOTARY PUBLIC - STATE OF IDAHO COMMISSION NUMBER 20202141 MY COMMISSION EXPIRES 6-24-2026

BUSINESS ACKNOWLEDGMENT

		BUSINESS A	CKNOWLEDGMENT	
STATE OF	IDAHO)		
COUNTY OF	Bannock)		
On this the 77 No tary Pu on behalf of H who having pr this instrument do so, execute Liability Comp that the forego I hereunto set in My commission	And of Mare LAYSTACK PROL coven to me on the t and who acknowed the foregoing in pany by himself/holing instrument is my hand and office on expires: (1 - 24	PERTIES LLC, an basis of satisfactor ledged that he/she lastrument for the preself as MANAG the voluntary act and all seal.	efore me, Faylee Dean d KEITH CRAIG CRANDALL, MA Idaho Limited Liability Company, to any evidence to be the person whose national the position set forth and that he prose therein contained, by signing the ER/SECRETARY of HAYSTACK P. d deed of the Limited Liability Company.	me personally known or me is subscribed within /she being authorized to he name of the Limited ROPERTIES LLC, and
Pocatel	10,10 83	esiding at 204	Identification Number	
(Official Seal)			KAYLEE DEAN NOTARY PUBLIC - STATE OF COMMISSION NUMBER 207 MY COMMISSION EXPIRES A	000444 18

		BUSINESS AC	CKNOWLEI	JGMENT		
STATE OF	IDAHO)				
COUNTY OF	Bannocl	K			-	
LANE MANA Company, to r person whose r forth and that contained, by KIMBALL L foregoing instr hereunto set m	AGEMENT, Lone personally name is subscribely he/she being signing the same and and off on expires:	march. 2023, be personally appeared LC, on behalf of HAN known or who having pribed within this instrum; authorized to do so, name of the Limited GEMENT, LLC, on b voluntary act and deed ficial seal. -24-2026 residing at 5.3204	YSTACK PRoproven to me tent and who executed the Liability Co ehalf of HA of the Lim	ROPERTIES I con the basis acknowledged foregoing in impany by hi AYSTACK PI	LLC, an Idaho Lin of satisfactory evid it that he/she holds strument for the pmself/herself as NROPERTIES LLC.	mited Liability lence to be the the position se purpose thereir MANAGER or and that the
(Official Seal)				NOTARY PUBLI	LEE DEAN IC - STATE OF IDAHO I NUMBER 20202141 IN EXPIRES 6-24-2026	
LENDER: Th	0.1	nimerce 3/24/	23			

Date

By: Justin R. Hokanson

Its: Executive Vice President

BUSINESS ACKNOWLEDGMENT

DODIT (DDD TXCXX TO TI DDD CITALITY
STATE OF IDAHO)
COUNTY OF BAINGHAM)
On this the 24th day of Warch 20, before me, which was a personally appeared Justin R. Hokanson, Executive Vice President on behalf of The Bank of Commerce, a(n) Community Bank, to me personally known or who having proved to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Lender by himself/herself as Executive Vice President of The Bank of Commerce, and that the foregoing instrument is the voluntary act and deed of the Lender.
In witness whereof, I hereunto set my hand and official seal.
My commission expires: 03/06/2027 Edduddoug
Proceeding at
<u>Lataino</u>
(Official Seal)
ERIN ADAMS NOTARY PUBLIC - STATE OF IDAHO COMMISSION NUMBER 39650

MY COMMISSION EXPIRES 3-6-2027