

Modification of Trust Deed Page 1 of 4  
Gary Christensen Washington County Recorder  
08/09/2022 11:17:10 AM Fee \$40.00 By  
SOUTHERN UTAH TITLE COMPANY

Tax Serial Number:  
SG-KCAE-2-33

WHEN RECORDED MAIL TO:  
Cache Valley Bank  
St. George Tabernacle Branch  
294 East Tabernacle  
St. George, UT 84770

**FOR RECORDER'S USE ONLY**

### MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated August 8, 2022, is made and executed between PRIDEPOINT CONSTRUCTION, LC., A UTAH LIMITED LIABILITY COMPANY ("Trustor") and Cache Valley Bank, whose address is St. George Tabernacle Branch, 294 East Tabernacle, St. George, UT 84770 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated September 16, 2021 (the "Deed of Trust") which has been recorded in WASHINGTON County, State of Utah, as follows:

**RECORDED 09/17/2021 IN THE WASHINGTON COUNTY RECORDER'S OFFICE AS ENTRY NO. 20210061292.**

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

LOT THIRTY-THREE (33), KACHINA CLIFFS PHASE 2 - ENTRADA AT SNOW CANYON AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH

The Real Property or its address is commonly known as (NOT YET ADDRESSED /

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

Page 2

UNIMPROVED LAND), ST. GEORGE, UT 84770. The Real Property tax identification number is SG-KCAE-2-33.

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

**THIS DEED SECURES A LIEN IN THE AMOUNT OF \$1,880,000.00.**

**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. 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.

**FUTURE ADVANCES.** In addition to the Note, this Deed of Trust secures all future advances made by Lender to Trustor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender, in its discretion may loan to Trustor, together with all interest thereon.

**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 AUGUST 8, 2022.**

**TRUSTOR:**

**PRIDEPOINT CONSTRUCTION, LC**

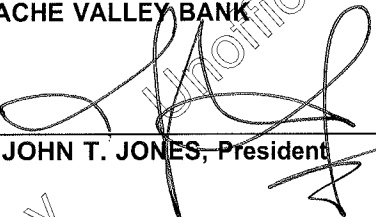
By: 

**BENJAMIN SHAKESPEARE, Manager of PRIDEPOINT  
CONSTRUCTION, LC**

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

LENDER:

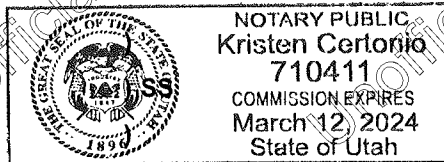
CACHE VALLEY BANK

X   
JOHN T. JONES, President

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF UTAH

COUNTY OF WASHINGTON



On this 8 day of AUGUST, 20 22, before me, the undersigned Notary Public, personally appeared **BENJAMIN SHAKESPEARE, Manager of PRIDEPOINT CONSTRUCTION, LC**, and known to me to be a member or designated agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By 

Residing at ST. GEORGE, UT

Notary Public in and for the State of VT

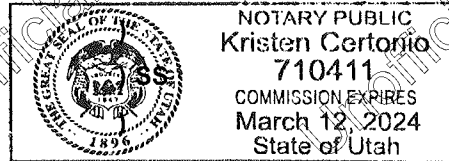
My commission expires 3-12-2024

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

**LENDER ACKNOWLEDGMENT**

STATE OF UTAH

COUNTY OF WASHINGTON



On this 8 day of AUGUST, 20 22, before me, the undersigned Notary Public, personally appeared **JOHN T. JONES** and known to me to be the **President**, authorized agent for **Cache Valley Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Cache Valley Bank**, duly authorized by **Cache Valley 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 **Cache Valley Bank**.

By [Signature]

Residing at ST. GEORGE, UT

Notary Public in and for the State of UT

My commission expires 3-12-2024