

Modification of Trust Deed Page 1 of 6  
Gary Christensen Washington County Recorder  
11/06/2024 03:22:07 PM Fee \$40.00 By  
SOUTHERN UTAH TITLE COMPANY

**Tax Serial Number:**

H-PNTS-2-51, H-PNTS-2-52, H-PNTS-2-53, H-PNTS-2-54, H-PNTS-2-55, H-PNTS-2-56, H-PNTS-2-59,  
H-PNTS-2-60, H-PNTS-3-363

**RECORDATION REQUESTED BY:**

America First Federal Credit Union  
4646 South 1500 West  
Ogden, UT 84405-3989

**WHEN RECORDED MAIL TO:**

America First Federal Credit Union  
4646 South 1500 West  
Ogden, UT 84405-3989

**SEND TAX NOTICES TO:**

Construction Administrative Services LLC  
3672 W River View Dr  
Hurricane, UT 84737-1238

FOR RECORDER'S USE ONLY

*SUTC 232264*

**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated October 17, 2024, is made and executed between Construction Administrative Services LLC, a Utah limited liability company, whose address is 3672 W River View Dr, Hurricane, UT 84737-1238 ("Trustor") and America First Federal Credit Union, whose address is 4646 South 1500 West, Ogden, UT 84405-3989 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated August 29, 2024 (the "Deed of Trust") which has been recorded in Washington County, State of Utah, as follows:

Deed of Trust dated August 29, 2024; recorded August 30, 2024, as Document No. 20240027491, and as Re-recorded on 11/01/2024, as Document No. 20240034908

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

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

Loan No: 4729241201

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Parcel 1:

Lot 51, 52, 53, 54, 55, 56, 59, and 60, PAINTED SANDS PHASE 2, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

Parcel 2:

Lot 363, PAINTED SANDS PHASE 3, 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 1491 W 470 N Hurricane, UT 84737-1462, 1505 W 470 N Hurricane, UT 84737-1460, 1517 W 470 N Hurricane, UT 84737-1460, 1529 W 470 N Hurricane, UT 84737-1462, 1541 W 470 N Hurricane, UT 84737-1460, 1555 W 470 N Hurricane, UT 84737-1460, 1589 W 470 N Hurricane, UT 84737-1460, 1601 W 470 N Hurricane, UT 84737-1461, and 1544 W 540 N, Hurricane, UT 84737-2448. The Real Property tax identification number is H-PNTS-2-51, H-PNTS-2-52, H-PNTS-2-53, H-PNTS-2-54, H-PNTS-2-55, H-PNTS-2-56, H-PNTS-2-59, H-PNTS-2-60, H-PNTS-3-363.

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

**Effective October 17, 2024, the type of loan is being changed from Revolving Line of Credit to a Draw Down Line of Credit.**

The following paragraph has been deleted in it's entirety:

**REVOLVING LINE OF CREDIT.** This Deed of Trust secures the indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Trustor so long as Trustor complies with all the terms of the Note.

**All other terms and conditions will remain the same.**

**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.

**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 17, 2024.**

**MODIFICATION OF DEED OF TRUST  
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TRUSTOR:

CONSTRUCTION ADMINISTRATIVE SERVICES LLC

By:   
Jeffrey B Madsen, Managing Member of Construction  
Administrative Services LLC

LENDER:

AMERICA FIRST FEDERAL CREDIT UNION

X \_\_\_\_\_  
Authorized Officer

**MODIFICATION OF DEED OF TRUST**

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(Continued)

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TRUSTOR:

CONSTRUCTION ADMINISTRATIVE SERVICES LLC

By: \_\_\_\_\_  
Jeffrey B Madsen, Managing Member of Construction  
Administrative Services LLC

LENDER:

AMERICA FIRST FEDERAL CREDIT UNION

X   
\_\_\_\_\_  
Authorized Officer John Svitak

**MODIFICATION OF DEED OF TRUST**  
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**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF UTAH )  
 ) SS  
COUNTY OF Washington )

On this 30th day of October, 20 24, before me, the undersigned Notary Public, personally appeared **Jeffrey B Madsen, Managing Member of Construction Administrative Services LLC**, 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 Rachel Webb  
Notary Public in and for the State of UTAH

Residing at Hurricane  
My commission expires 9.2.2026



**MODIFICATION OF DEED OF TRUST  
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**LENDER ACKNOWLEDGMENT**

STATE OF Utah )  
 ) SS  
COUNTY OF Weber )

On this 5<sup>th</sup> day of November, 2024, before me, the undersigned Notary Public, personally appeared John Suitak and known to me to be the authorized officer, authorized agent for **America First Federal Credit Union** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **America First Federal Credit Union**, duly authorized by **America First Federal Credit Union** 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 **America First Federal Credit Union**.

By Lori Shield Residing at Ogden Utah  
Notary Public in and for the State of Utah My commission expires 4-12-2028

