



\*W2794161\*

E# 2794161 PG 1 OF 4  
Leann H. Kilts, WEBER COUNTY RECORDER  
19-May-16 0308 PM FEE \$16.00 DEP TN  
REC FOR: INWEST TITLE - WEST HAVEN  
ELECTRONICALLY RECORDED

Tax Serial Number:

15-569-0004 

212908

WHEN RECORDED MAIL TO:  
FIRST NATIONAL BANK OF LAYTON  
Layton Hills Office  
P.O. Box 248  
1601 No. Hillfield Road  
Layton, UT 84041

FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 19, 2016, is made and executed between R & J Trucking, LLC, whose address is 1883 North 900 West, Clinton, UT 84015 ("Trustor") and FIRST NATIONAL BANK OF LAYTON, whose address is Layton Hills Office, P.O. Box 248, 1601 No. Hillfield Road, Layton, UT 84041 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated April 24, 2015 (the "Deed of Trust") which has been recorded in Weber County, State of Utah, as follows:

Recorded May 7, 2015, Entry No. 2734715, Pages 1 of 19, in the office of the Weber County Recorder .

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

ALL OF LOT 4, MIDLAND INDUSTRIAL SUBDIVISION, OGDEN CITY, WEBER COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE WEBER COUNTY RECORDER

The Real Property or its address is commonly known as 3049 South 1500 West, Ogden, UT

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

Loan No: 428823950

Page 2

84401. The Real Property tax identification number is 15-569-0004.

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

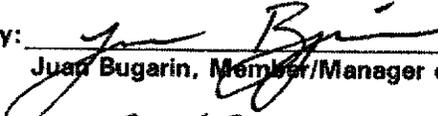
**Increasing principal balance to \$344,416.00.**

**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.

**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 MAY 19, 2016.**

**TRUSTOR:**

**R & J TRUCKING, LLC**

By:   
Juan Bugarin, Member/Manager of R & J Trucking, LLC

By:   
Rauler Bugarin, Member of R & J Trucking, LLC

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

Loan No: 428823950

Page 3

LENDER:

FIRST NATIONAL BANK OF LAYTON

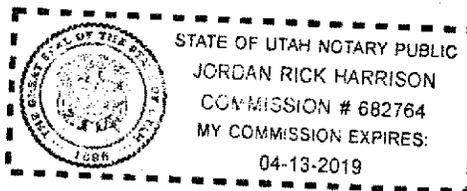
X [Signature]  
Authorized Officer

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF Utah )  
 ) SS  
COUNTY OF Davis )

On this 19<sup>th</sup> day of May, 20 16, before me, the undersigned Notary Public, personally appeared **Juan Bugarin, Member/Manager of R & J Trucking, LLC and Raudel Bugarin, Member of R & J Trucking, LLC**, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Jordan Rick Harrison Residing at Farmington  
Notary Public in and for the State of Utah My commission expires 04/13/19



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

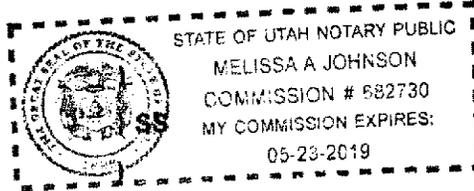
Loan No: 428823950

Page 4

**LENDER ACKNOWLEDGMENT**

STATE OF Utah

COUNTY OF Davis



On this 19 day of May, 2016, before me, the undersigned Notary Public, personally appeared Jordan Hansen and known to me to be the Loan Officer, authorized agent for **FIRST NATIONAL BANK OF LAYTON** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST NATIONAL BANK OF LAYTON**, duly authorized by **FIRST NATIONAL BANK OF LAYTON** 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 **FIRST NATIONAL BANK OF LAYTON**.

By Melissa A Johnson  
Notary Public in and for the State of Utah

Residing at Layton Utah  
My commission expires 5/23/19