



W2905963

E# 2905963 PG 1 OF 5
Leann H. Kilts, WEBER COUNTY RECORDER
21-Feb-18 1231 PM FEE \$21.00 DEP JC
REC FOR: INWEST TITLE - WEST HAVEN
ELECTRONICALLY RECORDED

Tax Serial Number:
14-037-0031 and 14-037-0017

RECORDATION REQUESTED BY:
Wasatch Peaks Federal Credit Union
4723 Harrison Boulevard
Ogden, UT 84403

WHEN RECORDED MAIL TO:
Wasatch Peaks Federal Credit Union
4723 Harrison Boulevard
Ogden, UT 84403

SEND TAX NOTICES TO:
C & R ERDMANN PROPERTIES, L.L.C.
1339 West 3300 South
Ogden, UT 84401

FOR RECORDER'S USE ONLY

224591

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated 01/29/18, is made and executed between C & R ERDMANN PROPERTIES, L.L.C., whose address is 3595 North 2500 West, Farr West, UT 84404 ("Trustor") and Wasatch Peaks Federal Credit Union, whose address is 4723 Harrison Boulevard, Ogden, UT 84403 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated May 31, 2016 (the "Deed of Trust") which has been recorded in Weber County, State of Utah, as follows:

June 1, 2016, as Entry Number 2796270, in the records of the Weber County, State of Utah, Records Office.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Weber 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 2620 Wadman Drive, Ogden, UT 84401. The Real Property tax identification number is 14-037-0031 and 14-037-0017.

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

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

Loan No: 53115:81-00

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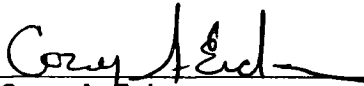
MODIFICATION. Lender and Trustor hereby modify the Deed of Trust as follows:

The outstanding principal and the Promissory Note amount are reduced to **\$420,060.00.**

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 01/29/18.

TRUSTOR:

X 
Corey A. Erdmann

X 
ReBecca N. Erdmann

LENDER:

WASATCH PEAKS FEDERAL CREDIT UNION

X 
Authorized Officer

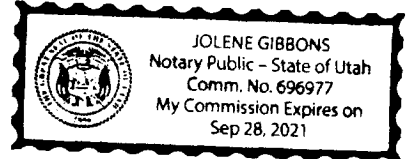
**MODIFICATION OF DEED OF TRUST
(Continued)**

Loan No: 53115:81-00

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Weber)



On this day before me, the undersigned Notary Public, personally appeared **Corey A. Erdmann and ReBecca N. Erdmann**, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this Feb⁹ 12th day of February, 2018.

By Jolene Gibbons

Residing at _____

Notary Public in and for the State of _____

My commission expires Sept 28, 2021

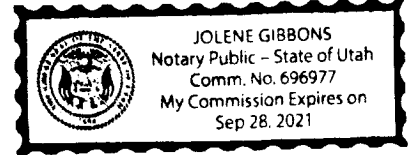
**MODIFICATION OF DEED OF TRUST
(Continued)**

Loan No: 53115:81-00

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LENDER ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Weber)



On this 12 day of February, 2018, before me, the undersigned Notary Public, personally appeared Greg Washburn and known to me to be the Business Lending Manager authorized agent for **Wasatch Peaks Federal Credit Union** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Wasatch Peaks Federal Credit Union**, duly authorized by **Wasatch Peaks 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 **Wasatch Peaks Federal Credit Union**.

By Jolene Gibbons
Notary Public in and for the State of Utah

Residing at _____
My commission expires Sept 28, 2021

PARCEL 1: (14-037-0031)

PART OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT SOUTH 89°02' EAST 936.29 FEET, NORTH 0°58' EAST 648.15 FEET, NORTHERLY ALONG THE ARC OF A 346.28 FOOT RADIUS CURVE TO THE LEFT 212.08 FEET AND NORTH 34°07'30" WEST 474.51 FEET FROM THE INTERSECTION OF PENNSYLVANIA AVENUE AND KERSHAW STREET, RUNNING THENCE NORTH 34°07'30" WEST 53.49 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF A 219.20 FOOT CURVE TO THE LEFT 99.95 FEET; THENCE NORTHERLY ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT 52.71 FEET, THENCE NORTH 0°09'15" EAST 73.18 FEET TO AN EXISTING FENCE, THENCE SOUTH 89°50'45" EAST 209.96 FEET ALONG SAID FENCE TO THE WEST LINE OF INTERSTATE 15, THENCE SOUTH 32°56'15" EAST 330.10 FEET ALONG SAID WEST LINE, THENCE NORTH 79°20'30" WEST 266.35 FEET TO THE POINT OF BEGINNING.

SITUATE IN WEBER COUNTY, STATE OF UTAH.

PARCEL 2: (14-037-0017)

PART OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT SOUTH 89°31'50" EAST 477.10 FEET AND SOUTH 0°02' WEST 850.01 FEET FROM THE NORTHWEST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE SOUTHERLY ALONG THE ARC OF A 50 FOOT RADIUS CURVE TO THE LEFT 52.71 FEET, THENCE ALONG THE ARC OF A 219.20 FOOT RADIUS CURVE TO THE RIGHT 99.95 FEET, THENCE SOUTH 34°07'30" EAST 109.00 FEET, THENCE NORTH 89°31'51" WEST 72 FEET, THENCE NORTH 34°07'30" WEST 67.12 FEET, THENCE ALONG THE ARC OF A 159.20 FOOT RADIUS CURVE TO THE LEFT 73.18 FEET, THENCE NORTH 0°02' EAST 102.82 FEET TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION OF DESCRIBED PROPERTY FALLING WITHIN WADMAN DRIVE (BK 60 PG 84).

SUBJECT TO A 60 FOOT RIGHT OF WAY 30 FEET EITHER SIDE OF THE FOLLOWING CENTERLINES: BEGINNING AT A POINT SOUTH 89°02' EAST 906.29 FEET AND NORTH 0°58' EAST 35.00 FEET FROM THE INTERSECTION OF PENNSYLVANIA AVENUE AND KERSHAW STREET, RUNNING THENCE NORTH 0°58' EAST 613.15 FEET, THENCE ALONG THE ARC OF A 316.28 FOOT RADIUS CURVE TO THE LEFT 193.71 FEET, THENCE NORTH 34°07'30" WEST 528.28 FEET, THENCE ALONG THE ARC OF A 189.20 FOOT RADIUS CURVE TO THE LEFT 184.43 FEET, THENCE NORTH 89°58'30" WEST 376.44 FEET TO THE EAST LINE OF PENNSYLVANIA AVENUE.

ALSO: BEGINNING NORTH 0°02' EAST 548.95 FEET AND SOUTH 89°02' EAST 33.00 FEET, RUNNING THENCE SOUTH 89°02' EAST 852.23 FEET.

ALSO: SUBJECT TO A 50 FOOT RIGHT OF WAY 25 FEET EITHER SIDE OF THE FOLLOWING CENTERLINE: BEGINNING AT A POINT NORTH 0°02' EAST 1333.64 FEET NORTHEASTERLY ALONG THE ARC OF A 1148.00 FOOT RADIUS CURVE TO THE RIGHT 2.21 FEET AND SOUTH 89°58'30" EAST 467.53 FEET FROM THE INTERSECTION OF PENNSYLVANIA AVENUE AND KERSHAW STREET, RUNNING THENCE NORTH 0°09'15" EAST TO STATE ROAD COMMISSION PROPERTY.

SITUATE IN WEBER COUNTY, STATE OF UTAH.