2930828 BK 6489 PG 753 E 2930828 B 6489 P 753-756 RICHARD T. MAUGHAN DAVIS COUNTY, UTAH RECORDER 4/6/2016 3:33:00 PM FEE \$16.00 Pgs: 4 DEP eCASH REC'D FOR OLD REPUBLIC NATL

Tax Serial Number: 13-077-0156

RECORDATION REQUESTED BY:

Bank of American Fork, a Division of People's Intermountain Bank 712 E Main Lehi, UT 84043

WHEN RECORDED MAIL TO:

Bank of American Fork, a Division of People's Intermountain Bank 712 E Main Lehi, UT 84043

SEND TAX NOTICES TO: CHARLIE'S SERVICE LEASING, LLC 4826 W 4400 S WEST HAVEN, UT 84401-9368

FOR RECORDER'S USE ONLY

15152088m

MODIFICATION OF DEED OF TRUST



THIS MODIFICATION OF DEED OF TRUST dated April 4, 2016, is made and executed between CHARLIE'S SERVICE LEASING, LLC, whose address is 4826 W 4400 S, WEST HAVEN, UT 84401-9368 ("Trustor") and Bank of American Fork, a Division of People's Intermountain Bank, whose address is 712 E Main, Lehi, UT 84043 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated December 15, 2015 (the "Deed of Trust") which has been recorded in DAVIS County, State of Utah, as follows:

RECORDED IN THE DAVIS COUNTY RECORDER'S OFFICE ON DECEMBER 16, 2015 AS ENTRY # 2910474 IN BOOK 6414 ON PAGE 196-205.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DAVIS 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 1901 NORTH MAIN STREET, SUNSET, UT 84015. The Real Property tax identification number is 13-077-0156.

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

INCREASE LOAN FROM 640,000.00 TO 1,023,553.67.

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 APRIL 4, 2016.

MODIFICATION OF DEED OF TRUST (Continued)

TRUSTOR:			
CHARLIE'S SERVICE LEASING, LLC By: JUST'IN EDWARD DUBOSE, Manager of CHARLIE'S SERVICE L AMANDA JORGENSEN DUBOSE, Manager of CHARLIE'S SE LLC		NG,	
LENDER:			
BANK OF AMERICAN FORK, A DIVISION OF PEOPLE'S INTERMOUNTAIN BANK			
XAuthorized Officer			
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT			
STATE OF Utah COUNTY OF David))	LAURIE CRIDDLE NOTARY PUBLIC-STATE OF UTAH COMMISSION# 662395 COMM. EXP. 01-11-2017	
On this personally appeared JUSTIN EDWARD DUBOSE, Manager of CHAMILE'S SERVICE LEASING, LLC, and known to me that executed the Modification of Deed of Trust and acknowledged liability company, by authority of statute, its articles of organizementioned, and on oath stated that they are authorized to execute limited liability company. By Notary Public in and for the State of	ARLIE'S SERVI the to be member the Modification or its of this Modification of the Modification or its of the Modification of	before me, the undersigned Notary Public ICE LEASING, LLC and AMANDA JORGENSEN DUBOSE of the limited liability company on to be the free and voluntary act and deed of the limited perating agreement, for the uses and purposes therein ion and in fact executed the Modification on behalf of the	
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MODIFICATION OF DEED OF TRUST (Continued)

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LENDER ACKNOWLEDGMENT				
On this personally appeared day of personally appeared day of personally appeared day of day)) SS) mown to me to be rmountain Bank that deed of Bank that he or she is k, a Division of Period My com	LAURIE CRIDDLE NOTARY PUBLIC-STATE OF UTAH COMMISSION# 662395 COMM. EXP. 01-11-2017 The the AMA TAZANAN DEBASE, authorized that executed the within and foregoing instrument and to an authorized to execute this said instrument and in factorized the executed the executed the said instrument and in factorized the executed the executed the executed the executed the execute		
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2930828 BK 6489 PG 756

EXHIBIT A

File No.: 1515010SM

LEGAL DESCRIPTION

Parcel 1:

Beginning on the West line of a Highway North 0°02' East 662.26 feet and 50.0 feet West of the Southeast corner of the Northeast Quarter of Section 26, Township 5 North, Range 2 West, Salt Lake Meridian, and running thence North 89°57' West 233.0 feet; thence North 0°02' East 50.0 feet parallel to the East line of said section; thence South 89°57' East 233.0 feet to the West line of said Highway; thence South 0°02' West 50.0 feet along the West line of said highway; to the point of beginning.

Parcel 2:

Beginning on the West line of a Highway at a point North 0°02' East 502.26 feet and West 50 feet from the Southeast corner of the Northeast Quarter of Section 26, Township 5 North, Range 2 West, Salt Lake Meridian, and running thence North 89°58' West 233 feet, more or less, to the East line of Sunset Subdivision; thence North along said line 160 feet; thence South 89°57' East 233 feet to the West line of said highway; thence South 0°02' West 160.0 feet along said highway to the point of beginning.

(The following is for informational purposes only: Tax ID No. 13-077-0156)