E 3060529 B 6898 P 450-451 RICHARD T. MAUGHAN DAVIS COUNTY, UTAH RECORDER 11/27/2017 10:49:00 AM FEE \$12.00 Pgs: 2

MODIFICATION CONSTRUCTION / REMODELING LOAN MODIFICATION AGREEMENT

LOAN #: 55086-80

PROPERTY ADDRESS: 888 W 1800 N Clinton, UT 84015.

PARCEL# 13.076.0102

This Loan Modification Agreement ("Agreement"), made this **22nd** day of **November**, **2017** between **Jana Shaw LLC** ("Borrower") and **Wasatch Peaks Credit Union** ("Lender"), amends and supplements the 1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated May 5th, 2017 and recorded as Entry **#3018300** of the County Recorder's Office records of **DAVIS** County, State of **Utah** and (2) the Note, bearing the same date as, and secured by, the Security Instrument.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1. As of **November 22, 2017**, the available credit limit under the Note and the Security Instrument (the "Deed of Trust" securing future advances) is U.S. \$ **1,093,860.00**, consisting of the amount(s) loaned, or to be loaned, to Borrower by Lender and any interest capitalized to date.
- 2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will continue to be charged on the Unpaid Principal Balance at the current rate of 5%. The yearly rate of 5%, will remain in effect until principal and interest is paid in full. If on **February 5th**, **2018** (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
- 4. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all the terms and provisions thereof, as amended by this Agreement.

Jana Shaw LLC

STATE OF UTAH UT

} s:

COUNTY OF WEBER WEBER

Jana Shaw

SHYANN LUV JOHNSON NOTARY PUBLIC • STATE OF UTAH COMMISSION NO. 691126 COMM. EXP. 08/29/2020

The foregoing instrument was acknowledged before me this 22nd DAY OF November 2017 by Jana Shaw.

MODIFICATION APPROVED BY:

Wasatch Peaks Credit Union

BY: Greg Washburn

IT'S: Business Lending Manager

EXHIBIT "A"

A PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 1800 NORTH STREET IN CLINTON, DAVIS COUNTY, UTAH, WHICH LIES SOUTH 89°56'08" EAST, 655.66 FEET AND NORTH 00°03'52" EAST, 42.00 FEET FROM THE WEST QUARTER CORNER OF SECTION 26 THENCE ALONG SAID RIGHT OF WAY NORTH 89°56'08" WEST 222.78 FEET; THENCE WITH A 15.00 FOOT RADIUS CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 23.53 FEET, WHOSE CHORD BEARS NORTH 44°59'59" WEST, 21.19 FEET TO THE EASTERLY RIGHT OF WAY LINE OF 925 WEST STREET; THENCE NORTH 00°03'50" WEST, 185.04 FEET TO THE SOUTHWEST CORNER OF LOT 58, KALI ESTATES NO. 2 SUBDIVISION; THENCE SOUTH SOUTH 89°56'08" EAST, 238.21 FEET TO THE SOUTHEAST CORNER OF LOT 56 OF SAID SUBDIVISION; THENCE SOUTH 00°03'59" WEST, 200.00 FEET TO THE POINT OF BEGINNING.

SITUATE IN DAVIS COUNTY, STATE OF UTAH.