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BK 6942 PG 866

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
1/31/2018 1:55:00 PM
FEE \$23.00 Pgs: 7
DEP eCASH REC'D FOR FOUNDERS TITLE CO - LA

Tax Serial Number:
12-391-0013, 12-854-0025

RECORDATION REQUESTED BY:
ZB, N.A. dba Zions First National Bank
Northern Utah Commercial Banking Office
2302 Washington Blvd.
Ogden, UT 84401

WHEN RECORDED MAIL TO:
ZB, N.A. dba Zions First National Bank
Enterprise Loan Operations UT RDWG 1970
PO Box 25007
Salt Lake City, UT 84125-0007

16-021669

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated January 9, 2018, is made and executed between Fund Those Missions, LLC, whose address is 907 West 2300 South, Syracuse, UT 84075 ("Trustor") and ZB, N.A. dba Zions First National Bank, whose address is Northern Utah Commercial Banking Office, 2302 Washington Blvd., Ogden, UT 84401 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated September 22, 2016 (the "Deed of Trust") which has been recorded in Davis County, State of Utah, as follows:

Recorded September 28, 2016 as Entry No. 2969593.

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

See the exhibit or other description document 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 872 West 1600 South, Clearfield, UT 84015. The Real Property tax identification number is 12-391-0013, 12-854-0025.

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

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

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The original Promissory Note dated September 22, 2016 is hereby renewed and new funds advanced by Lender to Borrower pursuant to that certain Change In Terms dated January 9, 2018 reflecting a current principal due of \$3,382,000.00, together with all renewals of, extensions of, modifications of, refinancing's of, consolidation of, and substitutions for these promissory notes or any loan agreements.

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 hereby ratifies and affirms that Trustor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Trustor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Deed of Trust shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

DOCUMENT IMAGING. Lender shall be entitled, in its sole discretion, to image or make copies of all or any selection of the agreements, instruments, documents, and items and records governing, arising from or relating to any of Borrower's loans, including, without limitation, this document and the Related Documents, and Lender may destroy or archive the paper originals. The parties hereto (i) waive any right to insist or require that Lender produce paper originals, (ii) agree that such images shall be accorded the same force and effect as the paper originals, (iii) agree that Lender is entitled to use such images in lieu of destroyed or archived originals for any purpose, including as admissible evidence in any demand, presentment or other proceedings, and (iv) further agree that any executed facsimile (faxed), scanned, or other imaged copy of this document or any Related Document shall be deemed to be of the same force and effect as the original manually executed document.

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 JANUARY 9, 2018.

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

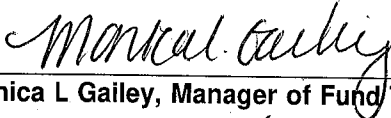
Loan No: 01-001

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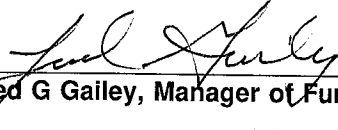
TRUSTOR:

FUND THOSE MISSIONS, LLC

By:


Monica L Gailey, Manager of Fund Those Missions, LLC

By:


Jared G Gailey, Manager of Fund Those Missions, LLC

LENDER:

ZB, N.A. DBA ZIONS FIRST NATIONAL BANK

X


Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah)
)
) SS
COUNTY OF Davis)



On this 11th day of January, 20 18, before me, the undersigned Notary Public, personally appeared **Monica L Gailey, Manager of Fund Those Missions, 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 Kirk Laser
Notary Public in and for the State of UT

Residing at Davis
My commission expires 5/13/19

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

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah)
)
) SS
COUNTY OF Davis)



On this 11th day of January, 20 18, before me, the undersigned Notary Public, personally appeared Jared G Gailey, Manager of Fund Those Missions, 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 Kirk Laser
Notary Public in and for the State of UT

Residing at Davis
My commission expires 5/13/19

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 01-001

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LENDER ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Davis)

On this 11th day of January, 20 18, before me, the undersigned Notary Public, personally appeared Rick Laser and known to me to be the Vice President, authorized agent for **ZB, N.A. dba Zions First National Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **ZB, N.A. dba Zions First National Bank**, duly authorized by **ZB, N.A. dba Zions First National Bank** 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 **ZB, N.A. dba Zions First National Bank**.

By [Signature]
Notary Public in and for the State of Utah

Residing at Layton, UT
My commission expires Oct 20, 2019

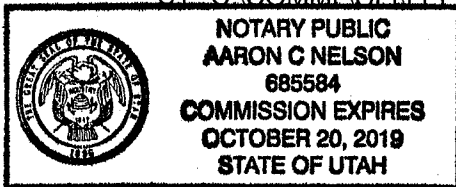


Exhibit "A"

PARCEL 1

All of Lot 13 Wilcox Farms Amended, according to the official plat thereof, recorded in the office of the county recorder of Davis County, Utah
12-391-0013

Parcel 2

All of Lot 25, Wilcox Farms Amended - Phase 5, according to the Official Plat thereof, recorded in the Office of the County Recorder of Davis County, State of Utah.

The following is shown for informational purposes only: Tax Parcel No. 12-854-0025
