



W3141011

Tax Serial Number:
15-101-0016 & 15-101-0024

E# 3141011 PG 1 OF 4
Leann H. Kilts, WEBER COUNTY RECORDER
02-Apr-21 01:35 PM FEE \$40.00 DEP PC
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

ACCOMMODATION RECORDING ONLY.
COTTONWOOD TITLE INSURANCE AGENCY,
INC. MAKES NO REPRESENTATION AS TO
CONDITION OF TITLE, NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY,
SUFFICIENCY OR EFFECTS OF DOCUMENT.

WHEN RECORDED MAIL TO:
Cache Valley Bank
Layton Branch
1333 North Hill Field Road
Layton, UT 84041

~~12/13 DTF~~

84014486

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated March 29, 2021, is made and executed between SHAWN DURRANT, whose address is 1834 S RIVER RUN DR, HUNTSVILLE, UT 84317 ("Trustor") and Cache Valley Bank, whose address is Layton Branch, 1333 North Hill Field Road, Layton, UT 84041 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated April 5, 2018 (the "Deed of Trust") which has been recorded in WEBER County, State of Utah, as follows:

RECORDED 04/06/2018 AS ENTRY NO. 2913823 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:

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 2994 SOUTH 1475 WEST, OGDEN, UT 84401. The Real Property tax identification number is 15-101-0016 & 15-101-0024.

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

DECREASE THE PRINCIPAL AMOUNT FROM \$637,560.00 TO \$292,804.49.

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

MODIFICATION OF DEED OF TRUST
(Continued)

MARCH 29, 2021.

TRUSTOR:

X *Shawn Durrant*
SHAWN DURRANT

LENDER:

CACHE VALLEY BANK

X *Bruce Jensen*
Bruce Jensen, Vice President

INDIVIDUAL ACKNOWLEDGMENT

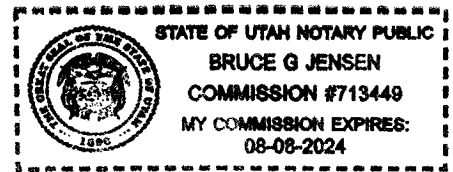
STATE OF Utah

)

) SS

COUNTY OF Davis

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On this day before me, the undersigned Notary Public, personally appeared **SHAWN DURRANT**, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29 day of March, 2021.

By *Bruce Jensen*
Notary Public in and for the State of Utah

Residing at *Edgemoor, Utah*

My commission expires 8-8-24

MODIFICATION OF DEED OF TRUST
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF DAVIS)

On this 29 day of March, 20 21, before me, the undersigned Notary Public, personally appeared **Bruce Jensen** and known to me to be the **Vice President**, authorized agent for **Cache Valley Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Cache Valley Bank**, duly authorized by **Cache Valley 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 **Cache Valley Bank**.

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

Residing at Ogden UT
My commission expires 9.17.2024

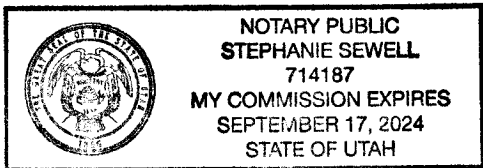


EXHIBIT A

File No.: 18-024101 15-101-0029

The Land referred to herein below is situated in the County of Weber, State of Utah, and is described as follows:

PARCEL 1

Part of the Southeast Quarter of Section 36, Township 6 North, Range 2 West, Salt Lake Meridian, U.S. Survey: Beginning 782.7 feet North and 770.4 feet East of the Northwest Corner of Lot 2 in said Section 36, thence North 46°59'30" West 29.41 feet; thence North 43°00'30" East 308.34 feet; thence South 46°59'30" East 35.39 feet to a point that is North 1004.2 feet and East 985.1 feet from the Northwest Corner of Lot 2 in said Section; thence South 4°26' East 346.5 feet; thence North 88°54' West 241.5 feet; thence North 1°06' East 121 feet to the place of beginning. Subject to a right of way over the South 11 feet thereof.

PARCEL NO. ~~15-101-0016~~

PARCEL 1-A

Part of the Northwest Quarter of the Southeast Quarter of Section 36, Township 6 North, Range 2 West, Salt Lake Meridian, U.S. Survey: Beginning at a point 14.33 feet due North and North 43°08' East 1116.61 feet, more or less, from the Northwest Corner of Lot 2, the same point being on the Eastern line of an exiting common right of way between the Englebow and Wahlen Tract, thence running North 43°08', East 314.4 feet, more or less, along the Southeasterly line of said Abandoned Railroad Bed; thence North 4°26' West 135.67 feet, more or less, to the Southeasterly right of way line of Midland Drive; thence South 43°08', West 404.0 feet, more or less; thence South 46°52' East 100 feet to the point of beginning, a portion of the abandoned Oregon Shortline Railroad Bed.

Parcel No. ~~15-101-0024~~