



W3244531

E# 3244531 PG 1 OF 6
Leann H. Kilts, WEBER COUNTY RECORDER
06-Jul-22 11:25 AM FEE \$40.00 DEP SLV
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

**Tax Serial Number:
15-078-0002**

**WHEN RECORDED MAIL TO:
Cache Valley Bank
St. George Tabernacle Branch
294 East Tabernacle
St. George, UT 84770**

143901-A-BHP

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated JULY 5, 2022, is made and executed between OGDEN 3, LLC, a Utah Limited Liability Company ("Trustor") and Cache Valley Bank, whose address is St. George Tabernacle Branch, 294 East Tabernacle, St. George, UT 84770 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated June 14, 2021 (the "Deed of Trust") which has been recorded in WEBER County, State of Utah, as follows:

RECORDED 7/13/2021 IN THE OFFICE OF THE WEBER COUNTY RECORDER AS DOCUMENT #3167742, PAGES 1-20.

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 NOT YET ADDRESSED, WEST HAVEN, UT 84401. The Real Property tax identification number is 15-078-0002.

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

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

THIS DEED OF TRUST SECURES A LIEN IN THE AMOUNT OF \$5,331,930.00.

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 JULY 5, 2022.

TRUSTOR:

OGDEN 3, LLC

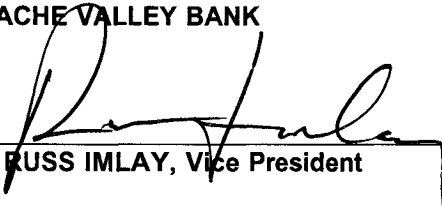
By: 
IGOR EDWARD MAKSYMIW, Manager of OGDEN 3, LLC

By: 
WADE ANDREW RUMSEY, Manager of OGDEN 3, LLC

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

LENDER:

CACHE VALLEY BANK

X 
RUSS IMLAY, Vice President

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20 _____, before me, the undersigned Notary Public, personally appeared **IGOR EDWARD MAKSYMIW, Manager of OGDEN 3, LLC** and **WADE ANDREW RUMSEY, Manager of OGDEN 3, LLC**, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By _____ Residing at _____
Notary Public in and for the State of _____ My commission expires _____

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


LENDER:

CACHE VALLEY BANK

X _____
RUSS IMLAY, Vice President

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah
COUNTY OF Salt Lake

)
) SS )
)
K BERTONE
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 711589
COMM. EXP. 05-08-2024

On this 5 day of July, 20 22, before me, the undersigned Notary Public, personally appeared **IGOR EDWARD MAKSYMIW, Manager of OGDEN 3, LLC and WADE ANDREW RUMSEY, Manager of OGDEN 3, LLC**, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

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

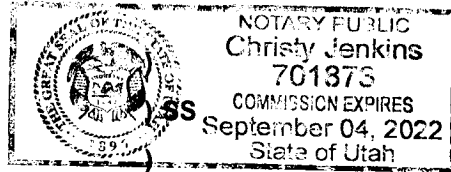
Residing at Salt Lake City, Utah
My commission expires 5/8/24

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

LENDER ACKNOWLEDGMENT

STATE OF Utah

COUNTY OF Washington



On this 5th day of JULY, 20 22, before me, the undersigned Notary Public, personally appeared **RUSS IMLAY** 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 
 Notary Public in and for the State of Utah

Residing at St. George
 My commission expires 9-4-22

**EXHIBIT A
PROPERTY DESCRIPTION**

PROPOSED WINSTON PARK SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING FENCE LINE EXTENDED DEFINED AS THE WESTERLY BANK OF A SLOUGH BY PREVIOUS SURVEYS, SAID POINT BEING NORTH 89°15'08" WEST ALONG THE SECTION LINE 152.35 FEET FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID EXISTING FENCE AND WESTERLY BANK OF SAID SLOUGH THE FOLLOWING SEVEN (7) COURSES: 1) SOUTH 38°02'07" WEST 414.75 FEET; 2) SOUTH 37°51'05" WEST 188.07 FEET; 3) SOUTH 38°06'04" WEST 513.12 FEET; 4) SOUTH 43°27'51" WEST 42.80 FEET; 5) SOUTH 39°10'43" WEST 191.74 FEET; 6) SOUTH 41°15'28" WEST 152.02 FEET; 7) SOUTH 33°50'24" WEST 170.55 FEET TO A POINT ON THE 40 ACRE LINE; THENCE NORTH 89°14'12" WEST 812.89 FEET ALONG SAID 40 ACRE LINE; THENCE NORTH 00°41'23" EAST 1327.75 FEET TO THE QUARTER SECTION LINE; THENCE SOUTH 89°15'08" EAST ALONG SAID QUARTER SECTION LINE 1830.36 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTION:

BEGINNING AT A POINT ON THE 40 ACRE LINE, SAID POINT BEING NORTH 00°42'51" EAST 1327.56 FEET AND SOUTH 89°14'12" EAST 661.47 FEET FROM THE CENTER QUARTER CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°14'12" EAST 812.89 FEET ALONG SAID 40 ACRE LINE; THENCE NORTH 33°50'24" EAST 3.00 FEET; THENCE NORTH 88°46'49" WEST 814.57 FEET; THENCE SOUTH 00°41'23" WEST 9.00 FEET TO THE POINT OF BEGINNING.

Tax Id No.: 15-078-0002