

E 3427627 B 7866 P 941-944
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/15/2021 1:27:00 PM
FEE \$40.00 Pgs: 4
DEP eCASH REC'D FOR JONATHAN RUDD ATTY AT LAW

Tax Serial Number:
12-940-0001

RECORDATION REQUESTED BY:
UNIVERSITY FIRST FEDERAL CREDIT UNION
BUSINESS LOAN SERVICES
PO BOX 58025
SALT LAKE CITY, UT 84158-0025

WHEN RECORDED MAIL TO:
UNIVERSITY FIRST FEDERAL CREDIT UNION
BUSINESS LOAN SERVICES
PO BOX 58025
SALT LAKE CITY, UT 84158-0025

SEND TAX NOTICES TO:
UNIVERSITY FIRST FEDERAL CREDIT UNION
BUSINESS LOAN SERVICES
PO BOX 58025
SALT LAKE CITY, UT 84158-0025

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated September 7, 2021, is made and executed between CLEARFIELD FLEX, LLC, a Utah Limited Liability Company, whose address is 4267 SUMMERMEADOW DR, BOUNTIFUL, UT 84010-5994 ("Trustor") and UNIVERSITY FIRST FEDERAL CREDIT UNION, whose address is BUSINESS LOAN SERVICES, PO BOX 58025, SALT LAKE CITY, UT 84158-0025 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated December 28, 2020 (the "Deed of Trust") which has been recorded in DAVIS County, State of Utah, as follows:

E 3330421 B 7664 P 371-380
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/28/2020 8:28:00
FEE:\$40.00 Pgs: 10
DEP eCASH REC'D FOR JONATHAN RUDD ATTY AT LAW .

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

See SCHEDULE C, 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 340 ANTELOPE DRIVE, CLEARFIELD, UT 84015. The Real Property tax identification number is 12-940-0001.

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

Principal Increase to \$6,011,334.00.

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 endorser 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 SEPTEMBER 7, 2021.

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 01

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TRUSTOR:

CLEARFIELD FLEX, LLC

RUECO, LLC, Manager of CLEARFIELD FLEX, LLC

By: [Signature]
RICHARD LARON DAY, Manager of RUECO, LLC

By: [Signature]
HOLLY J DAY, Manager of RUECO, LLC

LENDER:

UNIVERSITY FIRST FEDERAL CREDIT UNION

X _____
Authorized Officer

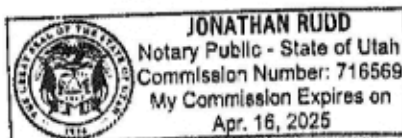
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah)
COUNTY OF Salt Lake) SS
)

On this 30 day of September, 20 21, before me, the undersigned Notary Public, personally appeared **RICHARD LARON DAY, Manager of RUECO, LLC, Manager of CLEARFIELD FLEX, LLC and HOLLY J DAY, Manager of RUECO, LLC, Manager of CLEARFIELD FLEX, 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
My commission expires 4/16/25



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

Loan No: 01

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LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for **UNIVERSITY FIRST FEDERAL CREDIT UNION** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **UNIVERSITY FIRST FEDERAL CREDIT UNION**, duly authorized by **UNIVERSITY FIRST FEDERAL CREDIT UNION** 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 **UNIVERSITY FIRST FEDERAL CREDIT UNION**.

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

SCHEDULE C

Property Description

ALL OF LOT 1A, JNH SUBIDIVISION, 2ND AMENDED, ACCORDING TO THE OFFICIAL PLAT
THEREOF AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

Tax Serial Number: 12-940-0001