

151266-MCB

Tax Serial Number:
12-930-0004 and 12-930-0005

RECORDATION REQUESTED BY:
Utah First Federal Credit Union
200 E South Temple, Suite 200
Salt Lake City, UT 84111

WHEN RECORDED MAIL TO:
Utah First Federal Credit Union
200 E South Temple, Suite 200
Salt Lake City, UT 84111

SEND TAX NOTICES TO:
Clearfield Junction, LLC
111 East Broadway #310
Salt Lake City, UT 84111

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated March 7, 2023, is made and executed between Clearfield Junction, LLC, whose address is 111 East Broadway #310, Salt Lake City, UT 84111; a Utah Limited Liability Company ("Trustor") and Utah First Federal Credit Union, whose address is 200 E South Temple, Salt Lake City, UT 84111 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated March 29, 2022 (the "Deed of Trust") which has been recorded in Davis County, State of Utah, as follows:

Entry No. 3466957 in Book 7977 at Page 1677 .

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Davis 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 19 and 49 North Main Street, Clearfield, UT 84015. The Real Property tax identification number is 12-930-0004 and 12-930-0005.

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

Construction Deed of Trust is hereby modified to a Revolving Credit Construction Deed of Trust.

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.

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

Loan No: 816585-11

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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 MARCH 7, 2023.

TRUSTOR:

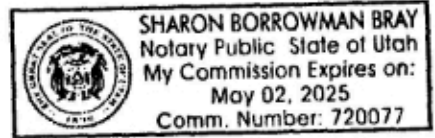
CLEARFIELD JUNCTION, LLC

By: [Signature]
Donovan R. Gilliland, Member of Clearfield Junction, LLC

LENDER:

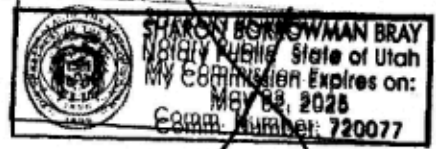
UTAH FIRST FEDERAL CREDIT UNION

[Signature]
Jeffrey M. Stringham, Vice President, Commercial Services



CORPORATE ACKNOWLEDGMENT

STATE OF Utah)
)
COUNTY OF Salt Lake) SS
)



On this 8th day of March, 20 23, before me, the undersigned Notary Public, personally appeared Donovan R. Gilliland, Member of Clearfield Junction, LLC, and known to me to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

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

Residing at Salt Lake
My commission expires May 02, 2025

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 816585-11

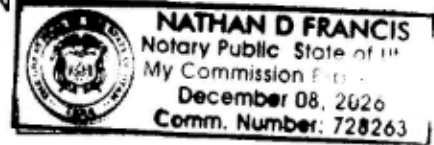
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LENDER ACKNOWLEDGMENT

STATE OF UTAH)

) SS

COUNTY OF Salt Lake)



On this 7th day of March, 20 23, before me, the undersigned Notary Public, personally appeared **Jeffrey M. Stringham** and known to me to be the **Vice President, Commercial Services**, authorized agent for **Utah 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 **Utah First Federal Credit Union**, duly authorized by **Utah 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 **Utah First Federal Credit Union**.

By [Signature]

Residing at Pr. W.

Notary Public in and for the State of UT

My commission expires 12-8-26

EXHIBIT A

LEGAL DESCRIPTION

All of Lots 4 and 5, CLEARFIELD JUNCTION SUBDIVISION, Clearfield City, Davis County, Utah, according to the official plat thereof, recorded November 28, 2018 as Entry No. 3130707 in Book 7148 at Page 400.