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BK 8399 PG 654

E 3554460 B 8399 P 654-659
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/14/2023 03:04:32 PM
FEE: \$40.00 Pgs: 6
DEP eCASH REC'D FOR: COTTONWOOD TITLE
INSURANCE AGENCY, INC.

Tax Serial Number:

11-115-0107, 11-112-0030, 14-334-0001, 11-131-0008 and 11-109-0029

RECORDATION REQUESTED BY:

Wasatch Peaks Federal Credit Union
4723 Harrison Boulevard
Ogden, UT 84403

WHEN RECORDED MAIL TO:

Wasatch Peaks Federal Credit Union
4723 Harrison Boulevard
Ogden, UT 84403

SEND TAX NOTICES TO:

Flint Investments, LLC
1070 West 150 South
Kaysville, UT 84037-2494

FOR RECORDER'S USE ONLY

173002-VAP

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated December 13, 2023, is made and executed between Flint Investments, LLC, dba Hawk Homes, whose address is 1070 West 150 South, Kaysville, UT 84037-2494 ("Trustor") and Wasatch Peaks Federal Credit Union, whose address is 4723 Harrison Boulevard, Ogden, UT 84403 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated September 9, 2022 (the "Deed of Trust") which has been recorded in Davis County, State of Utah, as follows:

Recorded September 9, 2022, as Deed of Trust Document No. 3497413, B8089, P1348-1365 and Assignment of Rents Document No. 3497414, B8089, P1366-1375.

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

Beginning on the East line of a street at a point 301.0 feet North and 13.0 feet West of the Southwest corner of Block 4, Plat "E", Kaysville Townsite Survey, in the City of Kaysville, and running thence North 123.25 feet along said street; thence East 163.0 feet; thence South 123.25 feet; thence West 163.0 feet to the point of beginning.

Beginning 64.35 feet North of the Southeast corner of Lot 4, Block 25, Plat "A", Kaysville

MODIFICATION OF DEED OF TRUST
(Continued)

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Townsite Survey, in the City of Kaysville, and running thence North 64.35 feet; thence West 145 feet to the East line of a street; thence South 64.35 feet along said street; thence East 145 feet to the point of beginning.

Lot 1, HERBERT PETERSON SUBDIVISION, according to the official plat thereof as recorded in the office of the Davis County Recorder.

PARCEL 1:

Lot 8, JOHN'S ACRES SUBDIISION, a subdivision of part of Block 10, Plat "C", Kaysville Townsite Survey, according to the official plat thereof on file and of record in the office of the Davis County Recorder.

PARCEL 2:

The North half of Lot 6, Block 8, Plat "C", Kaysville Townsite Survey, according to the official plat thereof on file and of record in the office of the Davis County Recorder.

The Real Property or its address is commonly known as 35 South 600 East, Kaysville, UT 84037-2130, 120 North 500 East, Kaysville, UT 84037-2118 and 1924 North 5000 West, Hooper UT, 84315-9409, 390 West 175 South, Kaysville, UT 87037-1865, and 232 East 100 South, Kaysville, UT 84037-2008. The Real Property tax identification number is 11-115-0107, 11-112-0030, 14-334-0001, 11-131-0008 and 11-109-0029.

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

PRINCIPAL AMOUNT. The principal amount of the Note is hereby increased/decreased from \$400,000.00 to \$740,000.00.

ADDITION OF COLLATERAL. The following collateral is added to this Note as real property located at 390 West 175 South, Kaysville, UT 84037-1865, and 232 East 100 South, Kaysville, UT 84037-2008

All other terms and conditions shall remain the same.

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 DECEMBER 13, 2023.

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MODIFICATION OF DEED OF TRUST
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TRUSTOR:

FLINT INVESTMENTS, LLC

By: 

Jed W. Flint, Manager of Flint Investments, LLC

LENDER:

WASATCH PEAKS FEDERAL CREDIT UNION

X

Authorized Officer

MODIFICATION OF DEED OF TRUST
Loan No: 37328-85-00
(Continued)

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TRUSTOR:

FLINT INVESTMENTS, LLC

By: Jed W. Flint, Manager of Flint Investments, LLC

LENDER:

WASATCH PEAKS FEDERAL CREDIT UNION

X J. W. Flint
Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH

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COUNTY OF DAVIS



On this 13th day of December, 20 23, before me, the undersigned Notary Public, personally appeared Jed W. Flint, Manager of Flint Investments, 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 Krista Allred

Notary Public in and for the State of UTAH

Residing at DAVIS COUNTY, UT

My commission expires 03-08-2024

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MODIFICATION OF DEED OF TRUST
(Continued)

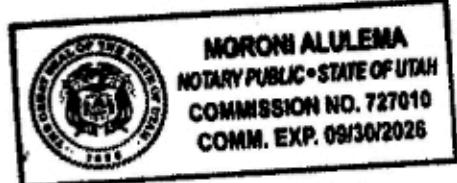
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LENDER ACKNOWLEDGMENT

STATE OF Utah

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COUNTY OF Wasatch



On this 14th day of December, 20 23, before me, the undersigned Notary Public, personally appeared Greg Washburn and known to me to be the Vp, Commercial Lending, authorized agent for Wasatch Peaks Federal Credit Union that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Wasatch Peaks Federal Credit Union**, duly authorized by **Wasatch Peaks 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 **Wasatch Peaks Federal Credit Union**.

By Moroni Alulema

Residing at BearElder County

Notary Public in and for the State of UT

My commission expires 9/30/2026