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BK 8687 PG 1014

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KELLY A. SILVESTER
DAVIS COUNTY, UTAH RECORDER
02/14/2025 03:21:12 PM
FEE: \$40.00 Pgs: 4
DEP eCASH REC'D FOR: COTTONWOOD TITLE
INSURANCE AGENCY, INC.

RECORDATION REQUESTED BY:

MidFirst Bank
Location: Commercial Lending
11001 N Rockwell
Oklahoma City, OK 73162

WHEN RECORDED MAIL TO:

MidFirst Bank
Location: Commercial Lending
11001 N Rockwell
Oklahoma City, OK 73162

SEND TAX NOTICES TO:

MidFirst Bank
Location: Commercial Lending
11001 N Rockwell
Oklahoma City, OK 73162

FOR RECORDER'S USE ONLY

179472-CAP

MODIFICATION OF DEED OF TRUST



TIN 09-485-0001 to 09-485-0002

THIS MODIFICATION OF DEED OF TRUST dated January 28, 2025, is made and executed between Millcreek Partners LLC, a Utah limited liability company, whose address is 610 N 800 W, Centerville, UT 84014 ("Trustor") and MidFirst Bank, whose address is Location: Commercial Lending, 11001 N Rockwell, Oklahoma City, OK 73162 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated February 13, 2024 (the "Deed of Trust") which has been recorded in Davis County, State of Utah, as follows:

Recorded February 14, 2024 as Entry No. 3560746 in Book 8439 at Page 227 with the Davis County Recorder.

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

~~Lot 1, LEGEND HILLS SUBDIVISION, PHASE 3, LOT 302 AMENDED, according to the official plat thereof as recorded in the office of the Davis County Recorder on December 11, 2019 as Entry No. 3210312, in Book 406 at Page 542.~~ *see attached*

The Real Property or its address is commonly known as 1756 E 1400 South, Clearfield, UT 84015.

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

Extend the maturity date of the Mortagor's indebtedness as referenced by Promissory Note No. 1343900-100 dated January 28, 2025 in the principal amount of \$4,100,000.00 maturing January 27, 2026, together with all renewals, extensions, substitutions or modifications thereof.

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 JANUARY 28, 2025.



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

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TRUSTOR:

MILLCREEK PARTNERS LLC

CW THE MANAGER, LLC, Manager of Millcreek Partners LLC

CW DEVELOPMENT GROUP, LLC, Manager of CW The Manager, LLC

By: 
Colin Wright, Manager of CW Development Group, LLC

LENDER:

MIDFIRST BANK

X _____
Jake Tingey, Vice President

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah

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COUNTY OF Davis

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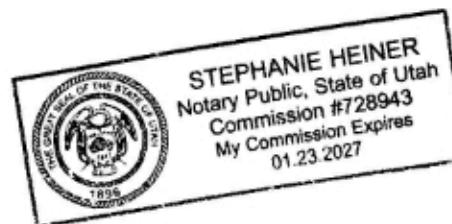
On this 7th day of February, 20 25, before me, the undersigned Notary Public, personally appeared Colin Wright, Manager of CW Development Group, LLC, Manager of CW The Manager, LLC, Manager of Millcreek Partners LLC, and known to me to be a member or designated agent of the limited liability company 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 

Residing at Layton, UT

Notary Public in and for the State of Utah

My commission expires 01.23.2027





MODIFICATION OF DEED OF TRUST
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Utah

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COUNTY OF Salt Lake

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On this 11th day of February, 20 25, before me, the undersigned Notary Public, personally appeared Jake Tingey and known to me to be the Vice President, authorized agent for MidFirst Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of MidFirst Bank, duly authorized by MidFirst 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 MidFirst Bank.

By Krista Crook

Notary Public in and for the State of Utah

Residing at Salt Lake County

My commission expires 8-13-2028

EXHIBIT A
PROPERTY DESCRIPTION

Lots 1 and 2, LEGEND TOWERS SUBDIVISION, according to the official plat thereof as recorded in the office of the Davis County Recorder on September 24, 2024 as Entry No. 3588214 in Book 8591 at Page 156.

Tax Id No.: 09-485-0001 and 09-485-0002