

**Tax Serial Number:**  
**65:664:0710**

**WHEN RECORDED MAIL TO:**  
Capital Community Bank  
OREM BRANCH  
49 W UNIVERSITY PARKWAY  
OREM, UT 84058

**FOR RECORDER'S USE ONLY**

## **MODIFICATION OF DEED OF TRUST**

**THIS MODIFICATION OF DEED OF TRUST dated June 5, 2023, is made and executed between Ibox Construction and Development, LLC, a Utah Limited Liability Company, whose address is 660 W. Sycamore Lane, Alpine, UT 84004 ("Trustor") and Capital Community Bank, whose address is OREM BRANCH, 49 W UNIVERSITY PARKWAY, OREM, UT 84058 ("Lender").**

**DEED OF TRUST.** Lender and Trustor have entered into a Deed of Trust dated April 18, 2022 (the "Deed of Trust") which has been recorded in UTAH County, State of Utah, as follows:

**RECORDED APRIL 19, 2022, ENTRY NUMBER 48853:2022, PAGE 1 OF 7, IN THE OFFICE OF THE UTAH COUNTY RECORDER.**

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

**LOT 710, PLAT "G", CATALINA BAY SUBDIVISION, ACCORDING TO THE OFFICAL PLAT THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDERS OFFICE.**

The Real Property or its address is commonly known as 3559 S GARIBALDI WAY, SARATOGA SPRINGS, UT 84045. The Real Property tax identification number is 65:664:0710.

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

**THE AMOUNT OF THIS DEED OF TRUST SHALL INCREASE FROM \$523,830.00 TO \$542,650.00.**

**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 endorers 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 JUNE 5, 2023.**

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 81723301

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TRUSTOR:

IBEX CONSTRUCTION AND DEVELOPMENT, LLC

By: [Signature]  
Nelson Antonio Gonzalez, Member of Ibox Construction and  
Development, LLC

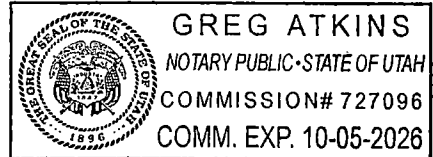
LENDER:

CAPITAL COMMUNITY BANK

X [Signature]  
Eric Johnsen, Vice President

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH )  
 ) SS  
COUNTY OF UTAH )



On this 5<sup>th</sup> day of June, 20 23, before me, the undersigned Notary Public, personally appeared Nelson Antonio Gonzalez, Member of Ibox Construction and Development, 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 [Signature]  
Notary Public in and for the State of UTAH

Residing at OREM, UT  
My commission expires 10/5/2026

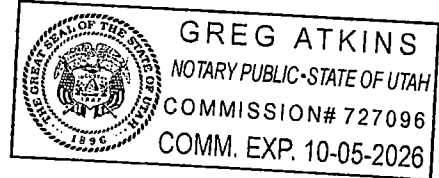
MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 81723301

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LENDER ACKNOWLEDGMENT

STATE OF UTAH )  
 )  
COUNTY OF UTAH ) SS  
 )



On this 5th day of June, 20 23, before me, the undersigned Notary Public, personally appeared Eric Johnsen and known to me to be the Vice President, authorized agent for Capital Community Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Capital Community Bank, duly authorized by Capital Community 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 Capital Community Bank.

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

Residing at OREM, UT  
My commission expires 10/5/2026