

After Recording Return To:

Real Advantage Title Insurance Company
1551 N. Tustin Ave., Ste. 300
Santa Ana, CA 92705
Attn: Bill Burding

[Space Above This Line For Recording Data]

MODIFICATION TO PROMISSORY NOTE AND DEEDS OF TRUST

THIS MODIFICATION TO PROMISSORY NOTE AND DEEDS OF TRUST (this "Modification") dated as of December 21, 2022, is entered into by and between Russ Smith, an individual ("Borrower") and Real Advantage Title Insurance Company, a California corporation ("Lender").

RECITALS

A. On or about November 15, 2022, Borrower executed in favor of Lender that certain Note secured by two Deeds of Trust in the total principal amount of ONE MILLION TWO-HUNDRED SIXTY THOUSAND DOLLARS AND NO CENTS (\$1,260,000.00) (the "Note"). The Note is secured by two those certain Deeds of Trust dated as of around November 15, 2022, and recorded as follows:

(a) First position Deed of Trust against real property located at 9500 N. Uinta Drive, Kamas, UT 84036, recorded on November 28, 2022 as Ent. 527307, Bk. 1429, Pgs. 402-418 in the Official Records of Wasatch County, Utah;

(b) Second position Deed of Trust against real property located at 9881 N. Uinta Drive, Kamas, UT 84036, recorded on November 28, 2022 as Ent. 527305, Bk. 1429, Pgs. 382-398 in the Official Records of Wasatch County, Utah;

The above Deeds of Trust are collectively referred to as "the Deeds of Trust."

B. By its terms, the Note matured on December 20, 2022. As of the date of this Modification, the Note remains matured and not fully paid. The parties hereto desire to formally extend the maturity date of the Note and otherwise amend the Note and the Deeds of Trust on the terms and conditions set forth herein (the "Extension").

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Extension of Maturity Date.

Subject to the receipt by Lender of the Extension Payment (as hereinafter defined), the maturity date of the Note is hereby extended to January 31, 2023. The Deeds of Trust shall secure the Note as amended hereby.

2. Extension Payment.

Concurrently herewith, Borrower shall pay to Lender the sum of TEN THOUSAND DOLLARS AND NO CENTS (\$10,000.00) (the "Extension Payment"). If for any reason the Extension Payment is not received concurrent with the execution of this Modification, this Modification shall be deemed void and of no force or effect.

3. No Other Modifications.

Except as modified or amended herein, all terms and conditions of the Note shall continue unmodified and in full force and effect.

4. Ratification.

The Note and Deeds of Trust as amended by this Modification are hereby ratified by Borrower in all respects.

5. Miscellaneous.

Except as amended or modified herein, all the terms of the Note and Deeds of Trust shall remain in full force and effect. Lender shall not be bound by this Modification until Lender has executed and delivered this Modification to Borrower, notwithstanding Borrower's execution and delivery of this Modification to Lender. Time is of the essence in this Modification, the Note, the Deeds of Trust and each and all of their respective provisions. Subject to any provisions of the Note and/or Deeds of Trust as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this Modification, the Note or the Deeds of Trust shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of this Modification, the Note or the Deeds of Trust, as the case may be, and all such other provisions shall remain in full force and effect. The language in all parts of the Note and the Deeds of Trust as amended hereby shall be construed according to its normal and usual meaning and not strictly for or against either Lender or Borrower. In the event that any provision of this Modification in any way conflicts with or contradicts any provision of the Note and/or the Deeds of Trust, the terms of this Modification shall control. All of Borrower's obligations under this Modification shall to the extent practicable be deemed cumulative to Borrower's obligations under the Note and the Deeds of Trust.

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IN WITNESS WHEREOF, the parties have executed this Modification as of the date first written above.

RUSS SMITH

A handwritten signature in black ink, appearing to read 'R. Smith', is written over a horizontal line.

REAL ADVANTAGE TITLE INSURANCE
COMPANY

By: _____

Print: _____

Its: _____

Acknowledgment

State of Utah)

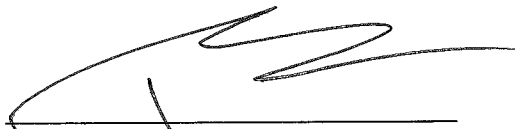
County of ^s Summit

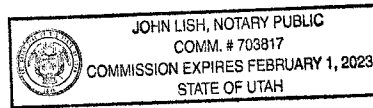
On this 30 day of Dec, in the year 2022, before me, John Lish a notary
date month year notary public name

public, personally appeared Russ Smith, proved on the basis of satisfactory
name of document signer

evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged
(he/she/they) executed the same.

Witness my hand and official seal.


(notary signature)



(seal)

IN WITNESS WHEREOF, the parties have executed this Modification as of the date first written above.

RUSS SMITH

Rich Macaluso

REAL ADVANTAGE TITLE INSURANCE
COMPANY

By: *Rich Macaluso*

Print: *Rich Macaluso*

Its: *President*

ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document

State of California }SS

County of Orange }SS

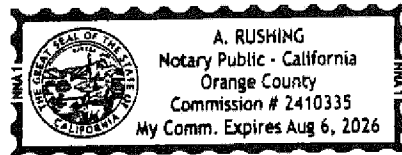
On 12-28-2022 ^{2022 or} before me, A. Rushing
(here insert name and title of the officer)
personally appeared, Rich Macaluso

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal

Signature [Handwritten Signature]



(SEAL)

EXHIBIT "A"
Property Description

Order No.: 22-13810-JL
Parcel Number: 00-0020-3954
Property Address: 9881 North Uinta Drive, Heber City, UT 84036

PROPERTY DESCRIPTION:

Property 1:
LOT 16S-34, TUHAYE PHASE 16 SOUTH SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE WASATCH COUNTY RECORDER'S OFFICE.

TOGETHER WITH THAT CERTAIN "EASEMENT AGREEMENT FOR ROADWAY AND UTILITIES", RECORDED ON APRIL 29, 2002, AS ENTRY NO. 244333, IN BOOK 557, AT PAGE 369 IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

AND AGREEMENT DATED JUNE 28, 2004, BETWEEN EXCHANGE LANDS MANAGEMENT COMPANY, LLC, A UTAH LIMITED LIABILITY COMPANY, TUHAYE, LLC, A UTAH LIMITED LIABILITY COMPANY, AND TUHAYE GOLF, LLC, A UTAH LIMITED LIABILITY COMPANY AND AMEAGLE PC HOLDINGS, INC., A DELAWARE CORPORATION PURSUANT TO THAT PREVIOUS AGREEMENT DATED MARCH 2, 2001, DEALING WITH ROAD AND UTILITY ACCESS THROUGH AND BETWEEN THE PARTIES' RESPECTIVE PROPERTIES AND THE SHARING OF COSTS AND EXPENSES ASSOCIATED WITH ROADS AND UTILITIES, RECORDED JULY 8, 2004, AS ENTRY NO. 272907, IN BOOK 702, AT PAGE 168, WASATCH COUNTY RECORDER'S OFFICE, AND RECORDED JULY 8, 2004, AS ENTRY NO. 703892, IN BOOK 1633, AT PAGE 491, SUMMIT COUNTY RECORDER'S OFFICE, STATE OF UTAH.

Tax Parcel #: 00-0020-3954

EXHIBIT "A"
Property Description

Order No.: 22-14034-JL
Parcel Number: 00-0020-5642
Property Address: 9500 North Uinta Drive, Kamas, UT 84036

PROPERTY DESCRIPTION:

Property 1:
LOT 9S-1, TUHAYE PHASE 9 SOUTH SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE WASATCH COUNTY RECORDER'S OFFICE.

TOGETHER WITH THAT CERTAIN "EASEMENT AGREEMENT FOR ROADWAY AND UTILITIES", RECORDED ON APRIL 29, 2002, AS ENTRY NO. 244333, IN BOOK 557, AT PAGE 369 IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

AND

AGREEMENT DATED JUNE 28, 2004, BETWEEN EXCHANGE LANDS MANAGEMENT COMPANY, LLC, A UTAH LIMITED LIABILITY COMPANY, TUHAYE, LLC, A UTAH LIMITED LIABILITY COMPANY, AND TUHAYE GOLF, LLC, A UTAH LIMITED LIABILITY COMPANY AND AMEAGLE PC HOLDINGS, INC., A DELAWARE CORPORATION, PURSUANT TO THAT PREVIOUS AGREEMENT DATED MARCH 2, 2001, DEALING WITH ROAD AND UTILITY ACCESS THROUGH AND BETWEEN THE PARTIES' RESPECTIVE PROPERTIES AND SHARING OF COSTS AND EXPENSES ASSOCIATED WITH ROADS AND UTILITIES, RECORDED JULY 8, 2004, AS ENTRY NO. 272907, IN BOOK 702, AT PAGE 168, WASATCH COUNTY RECORDER'S OFFICE, AND RECORDED JULY 8, 2004, AS ENTRY NO. 703892, IN BOOK 1633, AT PAGE 491, SUMMIT COUNTY RECORDER'S OFFICE.

Tax Parcel #: 00-0020-5642