

Ent 545419 Bk 1475 Pg 1229 - 1230
MARCY M. MURRAY, Recorder
WASATCH COUNTY CORPORATION
2024 May 17 12:59PM Fee: \$40.00 CO
For: First American - Sun Peak
ELECTRONICALLY RECORDED

Tax Serial Number:
00-0021-7743

RECORDATION REQUESTED BY:

CENTRAL BANK
SPANISH FORK OFFICE
1 NORTH MAIN ST
SPANISH FORK, UT 84660

WHEN RECORDED MAIL TO:

CENTRAL BANK
SPANISH FORK OFFICE
1 NORTH MAIN ST
SPANISH FORK, UT 84660

SEND TAX NOTICES TO:

Heber City Business Park LLC
15995 SW 74th Avenue, Suite 150
Tigard, OR 97224

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 9, 2024, is made and executed between Heber City Business Park LLC, whose address is 15995 SW 74th Avenue, Suite 150, Tigard, OR 97224 ("Trustor") and CENTRAL BANK, whose address is SPANISH FORK OFFICE, 1 NORTH MAIN ST, SPANISH FORK, UT 84660 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated November 4, 2022 (the "Deed of Trust") which has been recorded in Wasatch County, State of Utah, as follows:

Recorded on 11-21-2022, As Entry No. 527097, in Book 1428, on Pages 1681-1689.

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

LOT 1A, HEBER CITY STORAGE SUBDIVISION AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE WASATCH COUNTY RECORDER'S OFFICE

The Real Property or its address is commonly known as (Approx) 88 West Daniels Road, Heber City, UT 84032. The Real Property tax identification number is 00-0021-7743.

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

Increase principal on Construction Deed of Trust from \$2,224,667.00 to \$2,774,866.84.

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 MAY 9, 2024.

TRUSTOR:

HEBER CITY BUSINESS PARK LLC

By: 

J. Lance Dowdle, Member/Manager of Heber City Business Park LLC

MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 65559395R1

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LENDER:

CENTRAL BANK

x Nicolas Jones
NICOLAS JONES, Loan Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Washington)
COUNTY OF King) SS

JINPYO HONG
Notary Public
State of Washington
Commission # 23034427
My Comm. Expires Nov 12, 2027

On this 14 day of May, 20 24, before me, the undersigned Notary Public, personally appeared J. Lance Dowdle, Member/Manager of Heber City Business Park 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 JINPYO HONG Residing at Woodinville, WA
Notary Public in and for the State of Washington My commission expires Nov 12 2027

LENDER ACKNOWLEDGMENT

STATE OF Utah)
COUNTY OF Utah) SS

NOTARY PUBLIC
Jared Hales
717338
My Commission Expires
03/16/2025
STATE OF UTAH

On this 16th day of May, 20 24, before me, the undersigned Notary Public, personally appeared NICOLAS JONES and known to me to be the Loan Officer, authorized agent for CENTRAL BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of CENTRAL BANK, duly authorized by CENTRAL 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 CENTRAL BANK.

By Jared Hales Residing at Spanish Fork, UT
Notary Public in and for the State of Utah My commission expires 3/16/2025