

Tax Serial Number:

22-011-0-0105 (Unit 105); 22-011-0-0106 (Unit 106); 22-011-0-0107 (Unit 107); 22-011-0-0108 (Unit 108) and 22-011-0-0109 (Unit 109)

RECORDATION REQUESTED BY:

**M & T Bank
Utah Region
75 W Towne Ridge Parkway
Suite 150
Sandy, UT 84070**

WHEN RECORDED MAIL TO:

**M & T Bank
Utah Region
75 W Towne Ridge Parkway
Suite 150
Sandy, UT 84070**

158794 KTV

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated February 2, 2023, is made and executed between Lexington Town Homes LLC, a Utah limited liability company, whose address is 8703 S Sandy Parkway, Sandy, UT 84070 ("Trustor") and M & T Bank, whose address is Utah Region, 75 W Towne Ridge Parkway, Suite 150, Sandy, UT 84070 ("Lender").

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

Recorded in the office of the Tooele County Recorder as Entry No. 572938 on May 19, 2022.

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

Units 105, 106, 107, 108 and 109, Building B, LEXINGTON TOWNHOMES SUBDIVISION PHASE 1, according to the official plat thereof as recorded in the office of the Tooele County Recorder.

MODIFICATION OF DEED OF TRUST

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The Real Property or its address is commonly known as 1161 North 550 West; #105, #106, #107, #108 and #109, Tooele, UT 84074. The Real Property tax identification number is 22-011-0-0105 (Unit 105); 22-011-0-0106 (Unit 106); 22-011-0-0107 (Unit 107); 22-011-0-0108 (Unit 108) and 22-011-0-0109 (Unit 109).

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

This modification is being executed to increase the lien amount as follows:

Unit 105, Lexington at Overlake Building B original loan amount of \$281,200.00 to be increased to \$322,500.00 which is a net increase of \$41,300.00

Unit 106, Lexington at Overlake Building B original loan amount of \$281,200.00 to be increased to \$318,700.00 which is a net increase of \$37,500.00

Unit 107, Lexington at Overlake Building B original loan amount of \$281,200.00 to be increased to \$318,700.00 which is a net increase of \$37,500.00

Unit 108, Lexington at Overlake Building B original loan amount of \$281,200.00 to be increased to \$318,700.00 which is a net increase of \$37,500.00

Unit 109, Lexington at Overlake Building B original loan amount of \$281,200.00 to be increased to \$322,500.00 which is a net increase of \$41,300.00

Total original lien amount of \$1,406,000.00 to be increased to \$1,601,100.00 which is a net increase of \$195,100.00.

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 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 FEBRUARY 2, 2023.

MODIFICATION OF DEED OF TRUST

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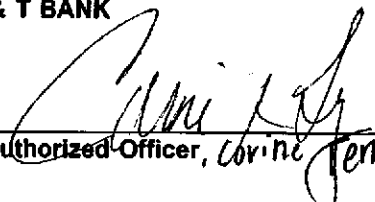
TRUSTOR:

LEXINGTON TOWN HOMES LLC

By: 
Harold B. Irving, Designated Agent of Lexington Town
Homes LLC

LENDER:

M & T BANK

x 
Authorized Officer, *Cor. Ne Perry*

MODIFICATION OF DEED OF TRUST

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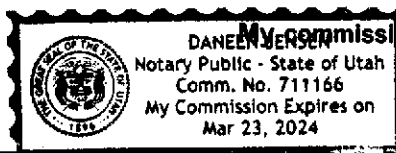
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)

On this 3rd day of February, 20 23, before me, the undersigned Notary Public, personally appeared **Harold B. Irving, Designated Agent of Lexington Town Homes 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 Daneen Jensen Residing at _____

Notary Public in and for the State of _____ My commission expires _____



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LENDER ACKNOWLEDGMENT

STATE OF Utah)
) SS
 COUNTY OF Salt Lake)

On this 3rd day of February, 20 23, before me, the undersigned Notary Public, personally appeared Corine Terry and known to me to be the VP, authorized agent for **M & T Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **M & T Bank**, duly authorized by **M & T 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 **M & T Bank**.

By Daneen Jensen Residing at _____
 Notary Public in and for the State of _____ My commission expires _____

