

Tax Serial Number:  
27-039-0281

RECORDATION REQUESTED BY:  
UNIVERSITY FIRST FEDERAL CREDIT UNION  
BUSINESS SERVICES  
P.O. BOX 58025  
SALT LAKE CITY, UT 84158

WHEN RECORDED MAIL TO:  
UNIVERSITY FIRST FEDERAL CREDIT UNION  
BUSINESS SERVICES  
P.O. BOX 58025  
SALT LAKE CITY, UT 84158

SEND TAX NOTICES TO:  
UNIVERSITY FIRST FEDERAL CREDIT UNION  
BUSINESS SERVICES  
P.O. BOX 58025  
SALT LAKE CITY, UT 84158

ENT61022:2022 PG 1 of 3  
Andrea Allen  
Utah County Recorder  
2022 May 18 03:32 PM FEE 40.00 BY CH  
RECORDED FOR National Title Agency of Utah, Inc.  
ELECTRONICALLY RECORDED

FOR RECORDER'S USE ONLY

NTA# 20-3661

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 17, 2022, is made and executed between C&C ASSISTED LIVING MANOR, LLC, whose address is 831 W 1425 N, LEHI, UT 84043 ("Trustor") and UNIVERSITY FIRST FEDERAL CREDIT UNION, whose address is BUSINESS SERVICES, P.O. BOX 58025, SALT LAKE CITY, UT 84158 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated July 10, 2020 (the "Deed of Trust") which has been recorded in UTAH County, State of Utah, as follows:

ENT 98286 : 2020  
JEFFREY SMITH  
UTAH COUNTY RECORDER  
2020 JUL 10 04:11 PM FEE 40.00 BY SW  
RECORDED FOR NATIONAL TITLE AGENCY OF UTAH, INC  
ELECTRONICALLY RECORDED.

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

See SCHEDULE A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 1424 S 1700 E, SPANISH FORK, UT 84660. The Real Property tax identification number is 27-039-0281.

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

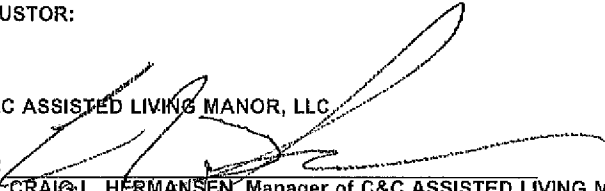
PRINCIPAL INCREASE FROM \$2,680,907.00 TO \$2,837,315.00.

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 endorser 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 17, 2022.

TRUSTOR:

C&C ASSISTED LIVING MANOR, LLC

By:   
CRAIG L. HERMANSEN, Manager of C&C ASSISTED LIVING MANOR, LLC

By:   
CATHY LYNN HERMANSEN, Manager of C&C ASSISTED LIVING MANOR, LLC

# MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 01

Page 2

LENDER:

UNIVERSITY FIRST FEDERAL CREDIT UNION

X [Signature]  
Authorized Officer

## LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah )  
COUNTY OF Salt Lake ) SS

On this 17 day of May, 20 22, before me, the undersigned Notary Public, personally appeared **CRAIG L. HERMANSEN, Manager of C&C ASSISTED LIVING MANOR, LLC** and **CATHY LYNN HERMANSEN, Manager of C&C ASSISTED LIVING MANOR, LLC**, and known to me to be members or designated agents 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 they are 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 UT

Residing at SLC, UT  
My commission expires Dec 15 2022

## LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, authorized agent for **UNIVERSITY FIRST FEDERAL CREDIT UNION** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **UNIVERSITY FIRST FEDERAL CREDIT UNION**, duly authorized by **UNIVERSITY FIRST FEDERAL CREDIT UNION** 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 **UNIVERSITY FIRST FEDERAL CREDIT UNION**.

By \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

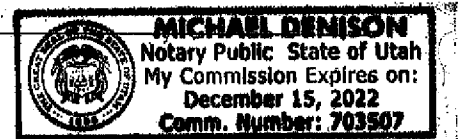


EXHIBIT 'A'

Beginning at a point which is located North 1807.20 feet and West 23.83 feet from the South quarter corner of Section 29, Township 8 South, Range 3 East, Salt Lake Base and Meridian, and running thence North  $00^{\circ}14'16''$  West 320.72 feet; thence South  $89^{\circ}26'58''$  West 148.55 feet; thence West 81.09 feet; thence South 321.32 feet; thence North  $89^{\circ}29'51''$  East 230.98 feet to the point of beginning.