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IT'S EFFECT, IF ANY, ON THE TITLE  
OF THE ESTATE HEREIN.**

THIS INSTRUMENT PREPARED BY:  
Capital Community Bank - Pleasant Grove Branch  
1909 W State Street  
Pleasant Grove, UT 84062

AFTER RECORDING RETURN TO:  
Capital Community Bank - Pleasant Grove Branch  
1909 W State Street  
Pleasant Grove, UT 84062

(Space Above This Line For Recording Data)

PARCEL ID NUMBER: 41-21-411-0001  
LOAN NUMBER: 50189383

## MODIFICATION AGREEMENT - DEED OF TRUST

**THIS MODIFICATION AGREEMENT** ("Agreement") is made this 4th day of February, 2021, between The Waters Edge Properties LLC, whose address is 967 West Center St., Orem, Utah 84057 ("Grantor"), and Capital Community Bank - Pleasant Grove Branch whose address is 1909 West State St, Pleasant Grove, Utah 84062 ("Lender").

Capital Community Bank - Pleasant Grove Branch and Grantor entered into a Deed of Trust dated February 4, 2021 and recorded on June 12, 2019, in Book Book C12 Filing # 95108, Page 1138, records of County of Rich, State of Utah ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 88 South Bear Lake Boulevard, Garden City, Utah 84028

Legal Description: All of Waters Edge Resort Planned Unit Development Phase III, as shown by the official plat thereof filed October 5, 2016 as Filing No. 90302 in Book S11, Page 1749 in the office of the Recorder of Rich County, Utah.

Parcel ID/Sidwell Number: 41-21-411-0001

It is the express intent of the Grantor and Lender to modify the terms and provisions set forth in the Deed of Trust. Grantor and Lender hereby agree to modify the Deed of Trust as follows:

- Modification to Deed of Trust increased loan amount from \$500,000.00 to \$1,000,000.00.

Grantor and Lender agree that the Deed of Trust including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Deed of Trust on the Property. Nothing contained herein shall in any way impair the Deed of Trust or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Deed of Trust it being the intent of Grantor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Deed of Trust.



Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Deed of Trust modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Grantor who signed the original Deed of Trust does not sign this Agreement, then all Grantors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

**ORAL AGREEMENTS DISCLAIMER.** This Agreement represents a final expression of the agreement between the parties. The agreement may not be contradicted by evidence of any alleged oral agreement.

**By signing below, Grantor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.**

The Waters Edge Properties LLC

By: Christopher S Shurian

Its: Manager

Date

2/10/21

#### BUSINESS ACKNOWLEDGMENT

STATE OF UTAH )

COUNTY OF )

Utah

This instrument was acknowledged on the 2<sup>nd</sup> of February, by Christofer S Shurian, Manager on behalf of The Waters Edge Properties LLC, a Utah Limited Liability Company, who personally appeared before me.

In witness whereof, I hereunto set my hand and official seal.

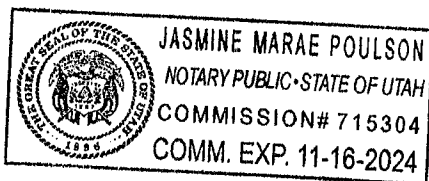
My commission expires:

11-16-24

7153021

Identification Number

(Official Seal)



Jasmine Poulson

**LENDER:** Capital Community Bank - Pleasant Grove Branch

02/04/2021

By: Todd Lewis

Date

Its: Loan Officer

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Modification Agreement - Real Estate Security Instrument DL6016

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**BUSINESS ACKNOWLEDGMENT**

STATE OF UTAH )  
COUNTY OF Utah )

This instrument was acknowledged on the 2nd of February by Todd Lewis, Loan Officer on behalf of Capital Community Bank - Pleasant Grove Branch, a(n) Commercial Bank, who personally appeared before me.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: 11-16-24 715304

(Official Seal)

