12809894 7/13/2018 2:29:00 PM \$15.00 Book - 10693 Pg - 2097-2098 ADAM GARDINER Recorder, Salt Lake County, UT ARTISAN TITLE BY: eCASH, DEPUTY - EF 2 P.

WHEN RECORDED, MAIL TO:

Brent and Charlene Johnson 2686 South 1900 East Salt Lake City, Utah 84106

TRUST DEED (All-Inclusive)

THIS TRUST DEED (All-Inclusive) is made this ____ day of July, 2018, between 10th South State, LLC, a Utah limited liability company, as Trustor, whose address is 1775 N. Warm Springs Road, Salt Lake City, Utah 84116, Artisan Title Insurance Agency, as Trustee, and Brent Roger Johnson and Charlene Darby Johnson, Trustees of The Brent Roger Johnson and Charlene Darby Johnson Living Trust, duted September 18, 2009, whose address is 2686 South 1900 East, Salt Lake City, Utah 84106, as Beneficiary.

Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property situated in Salt Lake County, Utah:

Lots 32 and 33, Block 8, MAIN STREET SUBDIVISION, and commencing at the Northeast Corner of Lot 11, Block 8, thence West 30 feet; thence South 40 feet; thence East 30 feet; thence North 40 feet to the point of beginning.

Together with the Vacated Alley abutting on said property.

Tax Parcel No. 16-07-302-006

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto now or hereafter used or enjoyed with said property, or any part thereof:

FOR THE PURPOSE OF SECURING payment of the obligation of Trustors to pay to Beneficiary an amount determined in accordance with the \$325,000.00 Promissory Note dated as of July 1, 2018 (the "Note"), payable to Beneficiary at the time and in the manner as therein set forth, and payment of any sums expended or advanced by Beneficiary to protect the security hereof. The total principal amount of the Note includes the unpaid principal balance of the obligation secured by the Trust Deed in favor of Keith G. Larsen Trustee of the LaRueil C.

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Larsen Trust, dated the 6th day of April, 2001, recorded in the Salt Lake County Recorder's Office on July 22, 2010, as Entry No: 10995473 (the "Larsen Trust Deed"), specifically, a July 21, 2010 Agreement and its accompanying Promissory Note, with an outstanding balance of \$186,285.81 as of July 1, 2018, as amended by an Amended Agreement date June 19, 2018. This instrument is an All-Inclusive Trust Deed subject and subordinate to the Larsen Trust Deed.

Trustors agree to pay all taxes and assessments on the above property, to keep all mortgage and trust deed obligations current, to pay all charges and assessments on water or water stock used on or with said property, not to commit waste, to maintain adequate fire insurance on improvements on said property, to pay all costs and expenses of collection (including Trustee's and attorney's fees in event of default in payment of the indebtedness secured hereby) and to pay reasonable Trustee's fees for any of the services performed by Trustee hereunder, including a reconveyance hereof.

The undersigned Trustors request that a copy of any notice of default and of any notice of sale hereunder be mailed to them at the address hereinbefore set forth.

10th South State, LLC, a Utah limited liability company

Landon Farnsworth, Manager

STATE OF UTAH) : ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this <u>13</u> day of July, 2018, by Landon Farnsworth, the Manager of 10th South State, LLC, a Utah limited liability company, on behalf of said company.



NOTARY PUBLI