

Ent 154561 Bk 237 Pg 901
Date: 02-AUG-2017 9:25:06AM
Fee: \$45.00 Check
Filed By: CA
COLLEEN ALLEN, Recorder
WAYNE COUNTY
For: MT OLYMPUS TITLE

Tax Serial Number:
02-0039-0889

RECORDATION REQUESTED BY:
American United Federal Credit Union
2687 West 7800 South
West Jordan, UT 84088

WHEN RECORDED MAIL TO:
American United Federal Credit Union
2687 West 7800 South
West Jordan, UT 84088

SEND TAX NOTICES TO:
American United Federal Credit Union
2687 West 7800 South
West Jordan, UT 84088

FOR RECORDER'S USE ONLY

602010209

DEED OF TRUST

MAXIMUM LIEN. The lien of this Deed of Trust shall not exceed at any one time \$3,400,000.00.

THIS DEED OF TRUST is dated August 1, 2017, among 670 Torrey LLC, a Utah Limited Liability Company, whose address is 2860 E 3185 S, Salt Lake City, UT 84109 ("Trustor"); American United Federal Credit Union, whose address is 2687 West 7800 South, West Jordan, UT 84088 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Mt. Olympus Title, whose address is 307 E Winchester, Murray, UT 84107 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor irrevocably grants and conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Wayne County, State of Utah:

See attached Exhibit A

**DEED OF TRUST
(Continued)**

Loan No: 250026:60CR:00

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Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means American United Federal Credit Union, its successors and assigns.

Note. The word "Note" means the promissory note dated August 1, 2017, in the original principal amount of \$3,400,000.00 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Deed of Trust is August 1, 2018.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Mt. Olympus Title, whose address is 307 E Winchester, Murray, UT 84107 and any substitute or successor trustees.

Trustor. The word "Trustor" means 670 Torrey LLC.

EXHIBIT "A"

Beginning at the Northwest corner of Tax Parcel O-867, said point being located North 00°11'48" West 1219.43 feet along the Quarter Section line and North 89°58'02" West 455.81 feet along the South right-of-way line of State Highway U-24 from the South Quarter corner of Section 7, Township 29 South, Range 5 East, Salt Lake Base and Meridian; and running thence South 448.65 feet along the West boundary of Parcel O-867 to the North line of Parcel O-867-2; thence South 89°59'23" West 430.80 feet along the existing fence line to the East boundary of Tax Parcel O-865; thence North 00°21'25" West 448.98 feet along said East boundary to the aforesaid South right-of-way line of State Highway U-24; thence South 89°58'02" East 433.59 feet along said right-of-way line to the point of beginning.

Together with an access easement and right-of-way described as follows: Beginning at the Northwest corner of Janet Quinn Smith & Paul Smith Parcel O-867, said point being located North 00°11'48" West 1219.43 feet along the Quarter Section line and North 89°58'02" West 455.81 feet along the South right-of-way line of State Highway U-24 from the South Quarter corner of Section 7, Township 29 South, Range 5 East, Salt Lake Base and Meridian; and running thence South 89°58'02" East 32 feet along said right-of-way line to a rebar & cap marked LS6616; thence South 30.00 feet; thence West 8 feet; thence South 418.62 feet to a rebar & cap marked LS161712 on the South boundary of Parcel O-867; thence South 89°59'23" West 24.00 feet along the South boundary to a rebar & cap marked LS164561 at the Southwest corner of said parcel; thence North 448.65 feet along the West boundary of said parcel to the point of beginning.

Tax Parcel No. 02-0039-0889