



\*W2946725\*

E# 2946725 PG 1 OF 5  
Leann H. Kilts, WEBER COUNTY RECORDER  
12-Oct-18 0241 PM FEE \$18.00 DEP KL  
REC FOR: VANGUARD TITLE INSURANCE AGENCY, I  
ELECTRONICALLY RECORDED

**Recording Requested By  
and Return to:**  
Applied Ex, Inc.  
986 S. Silvertree Lane  
North Salt Lake, UT 84054

APN:

DEED OF TRUST

*[Handwritten signatures and dates]*  
Sept 11  
Sept 11

THIS DEED OF TRUST, made this 11 day of Sept, 2018, by and between Jaymak Ogden, LLC, a Utah limited liability company ("Grantor"), Michael J. Ogden ("Trustee"), and Applied Ex, Inc., a Utah corporation ("Beneficiary"):

WITNESSETH:

That Grantor hereby grants, transfers and assigns to the Trustee in trust, with power of sale, all its right, title and interest in and to the real property located in Weber County and described on Exhibit "A" attached hereto and incorporated herein by this reference.

**TOGETHER WITH** all buildings and improvements thereon.

**TOGETHER WITH** all and singular the tenements, hereditaments, easements, and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof, or of any part thereof.

**SUBJECT TO** all taxes and assessments, reservations, exceptions, easements, rights of way, limitations, covenants, conditions, restrictions, terms, liens, charges and licenses affecting the property of record.

**TO HAVE AND TO HOLD** the same unto said Trustee and its successors, in trust, to secure the performance of all payments of indebtedness evidenced by a certain Promissory Note of even date hereof in the principal amount of **TWO HUNDRED TWENTY-TWO THOUSAND FOUR HUNDRED THIRTY-FIVE DOLLARS AND TWENTY CENTS (\$222,435.20)** with interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Grantor payable to the Beneficiary or order, and any and all extensions or renewals thereof, together with the payment of amounts due or payable under the provisions hereof.

To protect the security of this Deed of Trust, it is agreed as follows:

1. The Beneficiary has the right to record notice that this Deed of Trust is security for the additional amounts and obligations not specifically mentioned herein, but which constitute indebtedness of obligations of the Grantor for which the Beneficiary may claim this Deed of Trust as security.

2. The Grantor shall keep the property herein described in good condition, order and repair; shall not remove or demolish any buildings, fixtures, improvements or landscaping thereon or hereafter placed or constructed thereon; shall not commit or permit any waste or deterioration of the land, buildings and improvements; and shall not do nor permit to be done anything which shall impair, lessen, diminish or deplete the security hereby given.

3. All covenants granted by law in the State of Utah are hereby adopted and made a part of this Deed of Trust. Any such covenants shall be deemed to include and apply to all conditions, covenants and agreements contained herein in addition to those adopted by reference, and to any and all defaults or deficiencies in the performance of this Deed of Trust.

4. All payments secured hereby shall be paid in lawful money of the United States of America.

5. The Beneficiary and any persons authorized by the Beneficiary shall have the right to enter upon and inspect the premises at all reasonable times.

6. If default be made in the performance or payment of the obligation, note or debt secured hereby, or in the performance of any of the terms, conditions and covenants of this Deed of Trust, or the payment of any sum or obligation to be paid hereunder, or upon the occurrence of any act or event of default hereunder, and such default is not cured within **NINETY (90)** days after written notice of default and of election to sell said property given in the manner provided by Utah Code as in effect on the date of this Deed of Trust, Beneficiary may declare all notes, debts and sums secured hereby or payable hereunder immediately due and payable although the date of maturity has not yet arrived.

7. In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all of any condemnation award to which the Grantor shall be entitled, less costs and expenses of litigation, is hereby assigned by the Grantor to the Beneficiary, to the extent the Beneficiary is entitled thereto, who is hereby authorized to receive and receipt for the same, and apply such proceeds as received toward the payment of the indebtedness hereby secured, whether due or not.

8. The Promissory Note secured by this Deed of Trust is made a part hereof as if fully herein set out.

9. The rights and remedies herein granted shall not exclude any other rights or remedies granted by law, and all rights or remedies granted hereunder or permitted by law shall be concurrent and cumulative.

10. All the provisions of this instrument shall inure to and bind the heirs, legal representatives, successors and assigns of each party hereto respectively as the context permits.

11. Any notice given to Grantor in connection with this Deed of Trust shall be given by registered or certified letter to the Grantor addressed to the address set forth near the signature on this Deed of Trust, or at such substitute address as Grantor may direct in writing to

Beneficiary and such notice shall be binding upon the Grantor and all assignees or grantees of the Grantor.

12. It is expressly agreed that the trusts created hereby are irrevocable by the Grantor.

13. The waiver by the Beneficiary of any default or breach of any of the provisions, covenants or conditions hereof on the part of the Grantor to be kept and performed shall not be a waiver of any preceding or subsequent default or breach of the same or any other provision, covenant or condition contained herein.

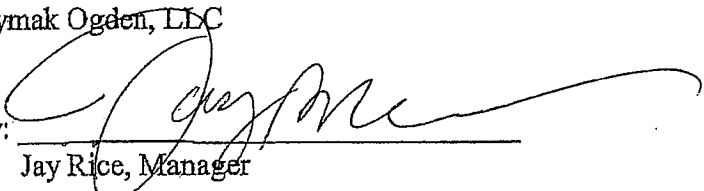
14. In the event Grantor shall sell, convey or alienate said property which secures the payment of the Promissory Note secured by this Deed of Trust or any part thereof, or shall be divested of its title or any interest therein in any manner or way, whether voluntary or involuntary, without the consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at its option, to declare the ending balance of the Promissory Note secured by this Deed of Trust (to include all unpaid principal, interest and other amounts due thereunder) irrespective of the maturity date specified therein, immediately due and payable. Provided, however, that Beneficiary shall consent to Grantor's sale of the property which secures the payment of the Promissory Note secured by this Deed of Trust or any part thereof, and Beneficiary shall direct Trustee to release from this Deed of Trust the portion of the property sold, provided that Grantor has paid down the Promissory Note in the amount equal to the net proceeds of said sale at the time of closing.

[Signatures on the following pages]

IN WITNESS WHEREOF, the Grantor has executed these presents the day and year first hereinabove written.

**GRANTOR:**

Jaymak Ogden, LLC

By:   
Jay Rice, Manager

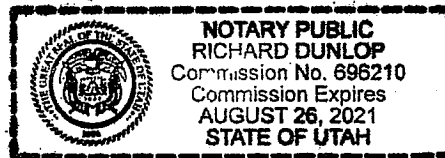
STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

This instrument was subscribed and sworn (or acknowledged) before me on this 11th day of <sup>October</sup>~~August~~, 2018, by Jay Rice.

  
NOTARY PUBLIC



**EXHIBIT A****Legal Description**

Order No.: 22372-KV

The East 1/2 of the Northwest Quarter of the Northeast Quarter of Section 28, Township 6 North, Range 2 West, Salt Lake Meridian, U.S. Survey, Weber County, Utah. Also that portion of the Northeast Quarter of the Northeast Quarter of said Section 28, lying and being North and West of a slough running through said land described as follows: Beginning at the Northwest corner of said Northeast Quarter of the Northeast Quarter of said Section 28 and running thence East 70 rods, more or less, to the West bank of a slough; thence Southwesterly along the Westerly bank of said slough to the South line of said Quarter-Quarter Section; thence West 10 rods, more or less, to the West line of said Quarter-Quarter Section; thence North 80 rods to the place of beginning.

Tax Parcel No.: 15-078-0002