

WHEN RECORDED MAIL TO:  
1780 South State Street  
Provo, UT 84606  
File # 2001016

## TRUST DEED

THIS TRUST DEED, dated 01/16/20, between GREGORY W. DEMIK, as TRUSTOR, whose address is **1780 South State Street, Provo, UT 84606**, with 1<sup>ST</sup> Liberty Title, LC, as TRUSTEE, and BRADLEY A. TEW, as BENEFICIARY,

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property, situated in Utah County, State of Utah:

SEE EXHIBIT "A"

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 belonging, now or hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits;

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of \$550,000.00, made by Trustor, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed, and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations

Trustor Initials GD

herein not excluding the general; and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Trustor further agrees:

To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and  
To allow Beneficiary to inspect said property at all times during construction.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

To pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all cost, fees, and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; commence, appear in

Trustor Initials *EMD*

and defend any action or proceeding purporting to affect the security hereof or the rights of powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay his reasonable fees.

To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of 5.0000% per annum until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefore, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. ; Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profit of the property affected by this Trust Deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property

Trustor Initials *SALLD*

affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute, or cause Trustee to execute, a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale

Trustor Initials GLM

from time to time until it shall be completed and, in every case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals IN THE Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at 0.0% per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the note secured hereby. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

This Trust Deed shall be construed according to the laws of the state of Utah.

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale

Trustor Initials *SLM*

hereunder be mailed to him at the address hereinbefore set forth.

If the Trust Property herein, or any part thereof, is sold, whether by deed, by contract, or lease/option, without the prior written consent of the Beneficiary, the entire balance owing under the terms of the Trust Deed Note shall become immediately due and payable in full without further notice.

Dated: 01/16/20.

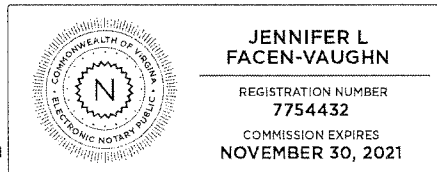
*Gregory W. deMik*  
GREGORY W. DEMIK

STATE OF Virginia )  
ss.  
COUNTY OF Fairfax )

On 01/16/20, personally appeared before me GREGORY W. DEMIK, the signer(s) of the within instrument, who duly acknowledged to me that he executed the same.

*Jennifer L Facen-Vaughn* 7754432

NOTARY PUBLIC Jennifer L Facen-Vaughn



Notarized online using audio-video communication

**EXHIBIT "A"**

PARCEL 1:

COMMENCING SOUTH 484.84 FEET AND EAST 1660.58 FEET FROM THE WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 86°50'0" WEST 140.31 FEET; THENCE SOUTH 32°32'0" EAST 39.67 FEET; THENCE SOUTH 32°32'0" EAST 171.22 FEET; THENCE NORTH 89°52'0" EAST 134.96 FEET; THENCE NORTH 32°32'0" WEST 201.34 FEET TO THE POINT OF BEGINNING.

Tax ID No. 22-046-0054

PARCEL 2:

COMMENCING SOUTH 451.15 FEET AND EAST 1503.93 FEET FROM THE WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 32°32'0" WEST 0.01 FEET; THENCE SOUTH 86°50'0" EAST 140.31 FEET; THENCE SOUTH 32°32'0" EAST 30.78 FEET; THENCE NORTH 86°50'0" WEST 140.31 FEET; THENCE NORTH 32°32'0" WEST 30.77 FEET TO THE POINT OF BEGINNING.

Tax ID No. 22-046-0055

PARCEL 3:

COMMENCING SOUTH 432.93 FEET AND EAST 1627.46 FEET FROM THE WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 86°50'0" WEST 140.31 FEET; THENCE SOUTH 32°32'0" EAST 30.78 FEET; THENCE SOUTH 86°50'0" EAST 140.31 FEET; THENCE NORTH 32°32'0" WEST 30.78 FEET TO THE POINT OF BEGINNING.

Tax ID No. 22-046-0056

PARCEL 4:

COMMENCING SOUTH 510.54 FEET AND EAST 1541.81 FEET FROM THE WEST QUARTER CORNER SECTION 17, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 32°32'0" EAST 171.22 FEET; THENCE SOUTH 89°52'0" WEST 100.08 FEET; THENCE NORTH 3°10'0" EAST 144.82 FEET TO THE POINT OF BEGINNING.

22-046-0057

PARCEL 5:

COMMENCING SOUTH 449.83 FEET AND EAST 1480.07 FEET FROM THE WEST QUARTER CORNER SECTION 17, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 86°50'0" WEST 195 FEET; THENCE SOUTH 3°10'0" WEST 217 FEET; THENCE NORTH 89°52'0" EAST 223.47 FEET; THENCE NORTH 4°40'19" WEST 206.06 FEET TO THE POINT OF BEGINNING.

Tax ID No. 22-046-0058

PARCEL 6:

COMMENCING SOUTH 409.61 FEET AND EAST 1477.43 FEET FROM THE WEST QUARTER CORNER SECTION 17, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 86°50'0" WEST 190.14 FEET; THENCE SOUTH 3°10'0" WEST 40.01 FEET; THENCE SOUTH 86°50'0" EAST 195 FEET; THENCE SOUTH 86°50'0" EAST 23.89 FEET; THENCE NORTH 32°32'0" WEST 0.01 FEET; THENCE NORTH 32°32'0" WEST 30.78 FEET; THENCE NORTH 32°32'0" WEST 18.47 FEET TO THE POINT OF BEGINNING.

Tax ID No. 22-046-0059

PARCEL 7:

COMMENCING SOUTH 449.83 FEET AND EAST 1480.07 FEET FROM THE WEST QUARTER CORNER SECTION 17, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 86°50'0" EAST 23.89 FEET; THENCE SOUTH 32°32'0" EAST 30.77 FEET; THENCE SOUTH 32°32'0" EAST 39.67 FEET; THENCE SOUTH 3°10'0" WEST 144.82 FEET; THENCE SOUTH 89°52'0" WEST 36.96 FEET; THENCE NORTH 4°40'19" WEST 206.06 FEET TO THE POINT OF BEGINNING.

Tax ID No. 22-046-0063

Trustor Initials *GLD*

**PROMISSORY NOTE**  
(Secured by Deed of Trust)

Borrower: GREGORY W. DEMIK

Salt Lake City, Utah

Lender: BRADLEY A. TEW

Principal Amount: \$550,000.00

Date: 01/16/20

**PROMISE TO PAY.** GREGORY W. DEMIK ("Borrower") promises to pay to BRADLEY A. TEW ("Lender"), or order, in lawful money of the United States of America, the principal amount of **\$550,000.00**, or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance. Borrower understands that Lender may transfer this Note. The Lender, or anyone who takes this note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

**PAYMENTS.**

(A) Time and Place of Payments. Time is of the essence. Borrower shall pay the entire principal balance within 60 months from the date of this Note. Such payment will be late and in default if received **15** days after the payment due date. Payments will be applied to unpaid collection costs and interest before principal. Borrower will make the monthly payments at 466 South 2550 West #8, Springville, UT 84663, or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments. No interest shall accrue and Buyer shall only be responsible to pay the entire principal balance within 60 months.

(C) Balloon Payment. This contract becomes due and payable in full exactly **60** months from the date of this agreement (the "Maturity Date"), at which time the entire remaining principle balance and any accrued interest, fees, penalties, or costs of collection shall be due and payable to Lender.

**INTEREST.**

Interest will be charged on the unpaid principal until the full amount of principal has been paid in full. Borrower will pay interest at a yearly rate of **0.00%**.

**LATE FEE.**

In the event any payment is late as defined above, a late fee of 5.0000%, whichever is greater, will be due to Seller. Default amounts shall bear interest at a rate of 5.0000% per annum.

**BORROWER'S RIGHT TO PREPAY.**

Borrower has the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When a prepayment is made, Borrower will tell Note Holder in writing that Borrower is doing so. Borrower may make a full prepayment or partial prepayments without paying any prepayment penalty charge. The Note Holder will use all of the prepayments to reduce the amount of principal that is owed under this Note. If Borrower makes a partial payment,



there will be no changes in the due date or in the amount of Borrower's monthly payment unless the Note Holder agrees in writing to those changes.

**DEFAULT.**

Each of the following shall constitute an event of default ("Event of Default).

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Death or Insolvency.** The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under the bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or evokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment is curable and if Borrower has not been given a notice of breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficiently to produce compliance as soon as reasonably practical.

**NOTICE OF DEFAULT.**

If Borrower is in default, the Note Holder may send Borrower a written notice telling Borrower that if Borrower does not pay the overdue amount by a certain date, the Note Holder may require Borrower to pay immediately the full amount of principal which has not been paid and all the interest that has accrued on that principal amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to Borrower.

**LENDER'S RIGHTS.** Upon Default, Lender may declare the entire unpaid principal balance under the Note and all accrued unpaid interest immediately due and payable, and then Borrower shall pay that amount.

**ATTORNEYS' FEES AND COSTS.** Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including without limitation all reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums allowed provided by law.

**GIVING OF NOTICES.**

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the Property Address above or at a different address if Borrower has given the Lender or Note Holder a notice of a different address to which notices are to be sent. Any notice to be given to the Lender or Note Holder under this Note will be given by mailing it by first class mail to the Lender or Note Holder at the address stated above or at a different address if Lender or Note Holder has given Borrower a notice of that different address.

**GOVERNING LAW.**

This Note will be governed by the laws of the State of Utah.

**CHOICE OF VENUE.** If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Salt Lake County, State of Utah.

**DISHONORED ITEM FEE.** Borrower will pay a fee to Lender of \$15.00 if Borrower makes a payment on Borrower's loan and the check or other method of payment with which Borrower pays is later dishonored.

**ADDITIONAL PROVISIONS:**

1. **DEED OF TRUST, MORTGAGE OR SECURITY DEED: DUE ON SALE AND CHANGE OF CONTROL LANGUAGE.** For any loan secured by real estate under a deed of trust, mortgage or security deed that includes a section entitled "Assignment, Due on Sale or Control" or similar heading), that section shall (1) establish additional events of default under the Loan, and (2) govern, control, cancel, supersede and replace for all purposes any conflicting provisions in this document, any related document, or any other loan document, that might either wise permit a direct or indirect transfer of any percentage interest in the Real Property, or in the ownership or control of the Borrower.
  
2. Borrower shall comply with any and all laws, ordinances, HOA requirements or other similar rules and regulations. Any failure by Borrower to comply with such shall constitute a default under this contract.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**GENERAL PROVISIONS.** If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waives presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, Guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or Guarantor or collateral, or impair, fail to realize upon or perfect Lender's security interest in the collateral, and take any other action deemed necessary by the Lender without the consent or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and severable.

**TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER.**

If all or any part of the Property securing this Note or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its sole option, require immediate payment in full of all sums secured by the Security Instrument securing this Note. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Note. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the security instrument securing this Note. If Borrower fails to pay these sums prior to the expiration of this 30-day period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

PRIOR TO SIGNING THIS NOTE BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THE NOTE.  
BORROWER AGREES TO ALL THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

THIS NOTE IS SECURED BY A DEED OF TRUST OF EVEN DATE HERewith.

BORROWER/GUARANTOR:

*Gregory W. deMik*  
GREGORY W. DEMIK

Note approved by:

\_\_\_\_\_  
BRADLEY A. TEW