

13062790
8/29/2019 4:12:00 PM \$40.00
Book - 10822 Pg - 9347-9356
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 10 P.

WHEN RECORDED, PLEASE RETURN TO:
Central Bank, Custodian FBO R. Kip Paul PSP
Attention: Self Directed Retirement Services
75 N University Avenue
Provo, Utah 84601

Tax ID Nos.: 20-26-301-003-4001;
20-26-301-003-4002.
116909-DMF

DEED OF TRUST
(Securing Future Advances)

THIS DEED OF TRUST (the "Trust Deed") is executed as of the 28 day of August, 2019, by ARB INVESTMENTS, LLC, a Utah limited liability company ("Trustor"), whose address is 13517 Mandarin Way, Saratoga, California 95070, in favor of Cottonwood Title Agency, Inc. ("Trustee"), whose address is 1996 East 6400 South, Salt Lake City, Utah 84121, for the benefit of Central Bank Custodian FBO R. Kip Paul PSP ("Beneficiary"). The address of Beneficiary is c/o R. Kip Paul, 170 South Main Street, Suite 1600, Salt Lake City, Utah 84101.

TRUSTOR CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, certain real property (the "Property") situated in Salt Lake County, State of Utah, and more particularly described as follows:

[SEE ATTACHED EXHIBIT A WHICH IS INCORPORATED
HEREIN BY THIS REFERENCE]

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 with this Trust Deed, in the principal sum of FIVE HUNDRED THOUSAND and 00/100 Dollars (\$500,000.00) made by Trustor, and payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth (the "Note"), and all refinancings, extensions, renewals and/or modifications of the Note; (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 its 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 of this Trust Deed, together with interest thereon as herein provided.

THIS TRUST DEED SECURES FUTURE ADVANCES AND REVOLVING BALANCES. THE PARTIES AGREE, AND NOTICE IS HEREBY GIVEN TO ALL PERSONS, THAT THIS TRUST DEED SHALL SECURE UNPAID BALANCES AS EXISTING FROM TIME TO TIME UP TO A MAXIMUM PRINCIPAL AMOUNT OF THE ORIGINAL LOAN AMOUNT.

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

1. 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 or violation of law; and to do all other acts which from the character or use of said Property may be reasonably necessary, the specific enumerations herein not excluding the general. Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered Section, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. 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 of repair of the Property damaged.

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

4. To appear in and defend any actions 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.

5. To pay: at least ten (10) days before delinquency all taxes and assessments (whether general or special, known or unknown, anticipated or unanticipated) affecting said Property, including, without limitation, all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said Property; 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; all costs, fees, and expenses of this trust.

6. Should Trustor fail to make any payment or to do any act as provided in this Trust Deed, 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: (a) 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; (b) commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights of powers of Beneficiary or Trustee; (c) pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and (d) in exercising any such powers, incur any liability, expend whatever amounts reasonably necessary therefor including, without limitation, the reasonable costs of evidence of title and the employment of legal counsel.

7. To pay immediately and without demand all sums expended under this Trust Deed by Beneficiary or Trustee, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Should said Property or any part thereof be taken or damaged by reason of any new 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 therefor, 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 in trust for the restoration of the Property, as necessary as a result of such damage or condemnation, after deducting therefrom all its expenses, including attorney's fees. Beneficiary may apply any such proceeds which are not necessary to restore such Property toward the 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.

9. At any time 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; and (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 Section 9.

10. As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the Property affected by this Trust Deed and of any personal property of Trustor 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 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, an assumption of liability under, or a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

11. 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.

12. 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.

13. 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.

14. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured by this Trust Deed or in the performance of any agreement or covenant contained in this Trust Deed, 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.

15. 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 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 (a) the costs and expenses of exercising the power of sale and the sale, including the payment of Trustee's and attorney's fees; (b) costs of any evidence of title procured in connection with such sale and revenue stamps on the Trustee's deed; (c) all sums expended under the terms hereof, not then repaid; (d) all other sums then secured hereby; and (e) 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.

16. Except as otherwise provided in this Trust Deed, in the event of any sale, transfer, or conveyance of said property, the entire unpaid principal balance of the indebtedness secured hereby, together with accrued interest, shall become due and payable immediately at the option of Beneficiary, and shall be an additional event of default hereunder.

17. Upon the occurrence of any default under this Trust Deed, Beneficiary shall have the option, in addition to a private sale pursuant to Section 15, 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 recovery 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.

18. 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.

19. 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. If Trustor constitutes more than one person or entity, 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.

20. 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.

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

22. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

23. Trustee shall not directly or indirectly convey an interest in the Property to any other person or entity. Any prohibited transfer of the Property or of interests in Trustor shall constitute a default under this Trust Deed.

24. This Trust Deed may be executed in any number of counterparts, each of which shall constitute one original instrument.

25. PURSUANT TO UTAH CODE ANNOTATED SECTION 25-5-4, BORROWER IS NOTIFIED THAT THIS SECURITY INSTRUMENT, THE PROMISSORY NOTE, THE ASSIGNMENT OF RENTS, THE GUARANTY AND ANY OTHER WRITTEN LOAN DOCUMENTS GOVERNING, EVIDENCING AND SECURING THE INDEBTEDNESS SECURED HEREBY REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

*[The balance of this page is blank--
Signatures commence on next page]*

EXHIBIT "A"

TO DEED OF TRUST

Legal Description of Property

Real property located in the County of Salt Lake, State of Utah, and more particularly described as follows:

A portion of the Southwest quarter and the Northwest quarter of Section 26, Township 2 South, Range 2 West, Salt Lake Base and Meridian, located in West Jordan, Utah, more particularly described as follows:

Beginning at a point located North 00°28'02" West along the section line 33.00 feet from the Southwest corner of Section 26, Township 2 South, Range 2 West, Salt Lake Base and Meridian. (Basis of Bearing: North 89°58'36" East along the section line from the Southwest corner to the South quarter corner of said Section 26); thence North 00°28'02" West along the section line 2,602.43 feet to the West quarter corner of said Section 26; thence North 00°27'08" West along the section line 1,304.72 feet to the Southerly right-of-way line of the Mountain View Corridor (Utah Department of Transportation) as described in Deed Book 9969 at Page 174 of the official records of Salt Lake County; thence along said deed the following 13 (thirteen) courses and distances: South 21°52'57" East 232.37 feet; thence South 23°19'58" East 262.06 feet; thence South 18°17'43" East 250.48 feet; thence South 30°31'34" East 193.13 feet; thence South 49°05'36" West 16.31 feet; thence South 40°54'24" East 44.24 feet; thence South 23°19'58" East 507.09 feet; thence South 32°58'34" East 2,116.84 feet; thence South 28°28'57" East 508.23 feet; thence along the arc of a 1,397.00 foot radius curve to the right 254.88 feet through a central angle of 10°27'13" (chord: South 23°15'22" East 254.53 feet); thence South 24°53'23" West 37.47 feet; thence South 89°59'21" West 1,086.81 feet; thence South 00°00'39" East 45.89 feet; thence South 89°58'36" West 945.56 feet to the point of beginning.

EXCEPTING THEREFROM the following:

A parcel of land in fee for a highway known as Project No. MP-0182(6), being part of an entire tract of property situate in the Southwest quarter of the Southwest quarter, Southeast quarter of the Southwest quarter, Southwest quarter of the Southeast quarter, Northeast quarter of the Southwest quarter, Northwest quarter of the Southwest quarter, Southwest quarter of the Northwest quarter and the Northwest quarter of the Northwest quarter of Section 26, Township 2 South, Range 2 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point in the Southerly line of said Section 26, which point is 945.30 feet South

89°45'36" East along said section line from the Southwest corner of said Section 26, said point is also 1.11 feet perpendicularly distant Northerly from the 7800 South Street right of way control line opposite approximate Engineer Station -0+05.00 and running thence North 00°15'09" East 78.89 feet; thence South 89°44'51" East 786.81 feet to a point designated as Point "A", which point is 80.00 feet perpendicularly distant Northerly from said 7800 South Street right of way control line opposite Engineer Station 7+81.81; thence South 89°44'51" East 300.00 feet; thence North 25°09'11" East 37.47 feet to the beginning of a 1397.00-foot radius non-tangent curve to the left; thence Northwesterly 254.88 feet along the arc of said curve (Note: Chord to said curve bears North 22°59'34" West for a distance of 254.53 feet); thence North 28°13'09" West 508.23 feet; thence North 32°42'46" West 2116.84 feet; thence North 23°04'10" West 507.09 feet; thence North 40°38'36" West 44.24 feet; thence North 49°21'24" East 16.31 feet; thence North 30°15'46" West 193.13 feet; thence North 18°01'55" West 250.48 feet; thence North 23°04'10" West 262.06 feet; thence North 21°37'09" West 232.85 feet to the Westerly boundary line of said entire tract which is the Westerly line of said Section 26 at a point designated as Point "B", which point is 44.60 feet radially distant Southwesterly from the Mountain View Corridor right of way control line opposite Engineer Station 1524+63.49; thence North 00°11'48" West 1330.42 feet along said Westerly boundary line to the Northwest corner of said entire tract which is also the Northwest corner of said Section 26, said corner is also designated as Point "C", which point is 328.63 feet radially distant Easterly from said Mountain View Corridor right of way control line opposite Engineer Station 1537+85.74; thence East 36.23 feet along the North boundary line of said entire tract; thence South 14°43'25" East 731.36 feet; thence North 76°14'04" East 48.42 feet; thence South 85°32'17" East 145.75 feet; thence South 30°48'37" East 179.83 feet; thence South 08°39'49" West 127.59 feet; thence South 70°43'13" West 126.81 feet; thence South 04°10'37" West 133.37 feet; thence South 19°16'47" East 357.21 feet; thence South 23°22'48" East 378.38 feet; thence South 40°38'36" East 149.31 feet; thence South 49°21'24" West 37.47 feet; thence South 30°10'36" East 206.28 feet; thence South 32°30'59" East 2373.35 feet; thence South 50°27'01" East 469.01 feet; thence South 49°02'02" East 102.69 feet to the beginning of a 1108.00-foot radius non-tangent curve to the right; thence Southeasterly 561.16 feet along the arc of said curve (Note: Chord to said curve bears South 34°30'33" East for a distance of 555.19 feet); thence South 20°00'00" East 224.19 feet; thence East 154.95 feet; thence South 88°05'06" East 145.05 feet to a point designated as Point "D", which point is 82.50 feet perpendicularly distant Northerly from said 7800 South Street right of way control line opposite Engineer Station 22+35.55; thence South 88°05'06" East 86.24 feet; thence South 89°44'51" East 285.60 feet to the Easterly boundary line of said entire tract; thence South 00°22'44" East 78.32 feet along said Easterly boundary line to the Southerly line of said Section 26; thence along said Southerly line the following two (2) courses and distances (1) North 89°45'39" West 889.53 feet to the South quarter corner of said Section 26; thence North 89°45'35" West 1723.69 feet to the point of beginning.

ALSO EXCEPTING THEREFROM the following:

Beginning at the Grantor's Southwest property corner, said point being 33.00 feet North 00°28'02" West along the section line from the Southwest corner of Section 26, Township 2 South, Range 2 West, Salt Lake Base and Meridian; thence North 00°28'02" West 359.99 feet along the Westerly line of said Section 26; thence North 89°31'58" East 44.39 feet; thence South

00°28'02" East 214.82 feet; thence South 35°13'17" East 141.55 feet; thence South 89°58'36" East 797.96 feet; thence North 73°17'22" East 23.79 feet to a point on said property line; thence South 00°00'39" East 36.02 feet along said property line; thence South 89°58'36" West 945.59 feet along said property line to the point of beginning.

AND ALSO EXCEPTING THEREFROM the following:

Beginning at a point on the existing 7800 South Street Northerly right-of-way line, said point being 79.29 feet North 00°28'02" West along the section line and 990.17 feet East from the Southwest corner of Section 26, Township 2 South, Range 2 West, Salt Lake Base and Meridian; thence North 71°06'36" East 45.36 feet; thence North 29°54'54" East 54.04 feet; thence North 00°13'00" West 85.93 feet; thence North 89°47'00" East 76.00 feet; thence South 00°13'00" East 93.72 feet; thence South 23°10'56" East 43.80 feet; thence South 62°49'14" East 30.03 feet to a point on the existing 7800 South Street Northerly right-of-way line; thence South 89°59'21" West 189.86 feet along said Northerly right-of-way line to the point of beginning.

Tax Id 20-26-301-003-4001 and 20-26-301-003-4002