

Tax ID 06-085-0026
06-083-0025

WHEN RECORDED, MAIL TO:

JF CAPITAL, LLC
Attn: Owen Fisher
1148 W. Legacy Crossing Blvd., Suite 400
Centerville, Utah 84014
97307-AF

TRUST DEED

This TRUST DEED ("*Trust Deed*"), made this 17th day of November, 2017, is given by Arda Jean Manor, L.C., a Utah limited liability company ("*Trustor*") to Cottonwood Title Insurance Agency, Inc., a Utah corporation, Attn: Cort Ashton, located at 1996 East 6400 South, Suite 120, Salt Lake City, Utah 84121, as ("*Trustee*"), for the benefit of JF Capital, LLC, a Utah limited liability company ("*Beneficiary*").

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that certain parcel of real property located at 2600 South 1800 West, Woods Cross, Davis County, Utah 84087, and more particularly described on **Exhibit A** attached hereto (the "*Property*"), 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 the Property, or any part thereof.

FOR THE PURPOSE OF SECURING: (a) payment of the indebtedness and satisfaction of the other obligations set forth in that certain Promissory Note of even date herewith in the principal amount of Five Hundred Seventeen Thousand Dollars and 00/100 (\$517,000.00) (referred to hereinafter as the "*Promissory Note*") made by Trustor and payable to the order of Beneficiary at the time, in the manner and with interest as therein set forth, and any extensions, renewals, amendments or modifications thereof, together with interest thereon as therein provided; (b) the performance of each agreement and covenant of Trustor contained in this Trust Deed; (c) the performance of each agreement and covenant of Trustor contained in the Promissory Note, all the terms and conditions of which are hereby incorporated and made part of this Trust Deed, and any and all other documents now or hereafter required by Beneficiary and executed by Trustor or any other person or party in connection with the loan evidenced by the Promissory Note (all such documents, if any additional to the Promissory Note, are sometimes referred to herein collectively as the "*Loan Documents*"); (d) the payment of such additional loans or advances as hereafter may be made to Trustor, its successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed; and (e) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

AND, Trustor hereby warrants, covenants and agrees that Trustor is the lawful owner of the Property, with good and marketable title, free and clear of all encumbrances, liens or charges, excepting only those matters currently of record.

ACCOMMODATION RECORDING ONLY.
COTTONWOOD TITLE INSURANCE AGENCY,
INC. MAKES NO REPRESENTATION AS TO
CONDITION OF TITLE, NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY,
SUFFICIENCY OR EFFECTS OF DOCUMENT.

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

1. **Preservation of the Property.** To keep the Property in good condition and repair; unless agreed to by Beneficiary, 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 the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary to preserve the Property in good condition and repair. Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon pursuant to the provisions contained herein.

2. **Property Insurance.** 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 the Property. Such insurance shall be carried in companies approved by Beneficiary and shall contain a standard "mortgagee protection clause", shall have attached a "lender's loss payable endorsement", and shall name Beneficiary as an additional insured or loss payee, as appropriate. Such insurance shall contain a provision that such insurance will not be cancelled or materially amended or altered without at least thirty (30) days prior written notice 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.

3. **Evidence of Title.** 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.

4. **Defense of Actions Affecting the Property.** To appear in and defend any action or proceeding purporting to affect the security hereof, the title to the 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 attorneys' fees in a reasonable sum incurred by Beneficiary or Trustee.

5. **Taxes and Assessments.** To pay at least ten (10) days before delinquency all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens with interest on the Property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust Deed.

6. **Hazardous Substances.** Not to cause, permit, allow or suffer the presence, use, generation, manufacture, release, discharge, storage or disposal of any hazardous or toxic materials,

substances or wastes as designated or regulated by applicable federal, state or local environmental laws (collectively, "**Hazardous Materials**") on, under, in or about the Property, or the transportation of any Hazardous Materials to or from the Property. Trustor shall immediately notify Beneficiary in writing of: (a) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened in connection with any Hazardous Materials; (b) any claim made or threatened by any third party against Trustee or the Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials; and (c) Trustee's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause all or any portion of the Property to be subject to any restrictions on the ownership, occupancy, transferability or use.

7. **Protection of Beneficiary's Rights in the Property.** 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: (i) 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 the Property for such purposes; (ii) commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights of powers of Beneficiary or Trustee authorized to enter upon the Property for such purposes; (iii) commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights of powers of Beneficiary or Trustee; (iv) 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 reasonable fees.

8. **Payments of Expenses.** To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee.

IT IS MUTUALLY AGREED THAT:

9. **Condemnation.** Should the 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 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 the Property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorneys' 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.

10. **Consents; Subordination; Reconveyance.** 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 Promissory 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 the 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 the 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.

11. **No Further Encumbrances.** As an express condition of Beneficiary making the loan secured by this Trust Deed, Trustor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the Property or any interest therein nor cause or allow by operation of law the encumbrance of the Property or any interest therein without the written consent of Beneficiary even though such encumbrance may be junior to the encumbrance created by this Trust Deed. Encumbrance of the Property contrary to the provisions of this Section 11 without the express written consent of Beneficiary, shall constitute a default hereunder, and at Beneficiary's option, Beneficiary may declare the entire balance of principal and interest secured hereby immediately due and payable, whether such default is created by Trustor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect; provided that Beneficiary shall not exercise such option if such exercise is prohibited by applicable law.

12. **Due on Sale.** Trustor shall not sell, convey or otherwise transfer the Property or any part thereof or interest therein, without the prior written consent of Beneficiary. If the Property, or any part thereof, or any interest therein, is sold, conveyed or otherwise transferred without the prior written consent of Beneficiary, or if Trustor be divested of title to the Property, or any part thereof or interest therein, in any manner, whether voluntarily or involuntarily, then the full principal indebtedness of the Promissory Note and all other indebtedness secured hereby, at the option of Beneficiary and without demand or notice, shall immediately become due and payable; provided that Beneficiary shall not exercise such option if such exercise is prohibited by applicable law.

13. **Default.** Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby, or by Trustor in the performance of any obligation of Trustor under any of the Loan Documents, 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 the Property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein the Property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee the Promissory Note and all documents evidencing expenditures secured hereby.

14. **Sale of Property Upon Default.** 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 the 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 the 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 attorneys' 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; (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.

15. **Intentionally Deleted.**

16. **Successor Trustee.** 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 the 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.

17. **Successors and Assigns.** 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 Promissory 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.

18. **Governing Law.** This Trust Deed shall be construed according to the laws of the State of Utah.

19. **Notice of Default.** The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to them at the following address: JF Capital, LLC, 1148 W. Legacy Crossing Blvd., Suite 400, Centerville, 84014, Attn: Owen Fisher.

[Remainder of page intentionally left blank; signature page to follow]

**EXHIBIT A
PROPERTY DESCRIPTION**

PARCEL 1:

Beginning 72 feet East from the Northwest corner of the Southwest quarter of Section 35, Township 2 North, Range 1 West, Salt Lake Base and Meridian and running thence South 00°35' East 12.82 chains; thence East 519.07 feet, more or less, to the West line of that certain property described in Book 765 at Page 301 of the official records of the Davis County Recorder; thence North 814.88 feet along said West line to a point East of the point of beginning; thence West 521.77 feet, more or less, to the point of beginning.

LESS AND EXCEPTING THEREFROM a parcel of land located in the Southwest quarter of Section 35, Township 2 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah, more fully described as follows:

Beginning at the intersection of the East right-of-way line of Redwood Road and the North right-of-way line of 1100 North Street said point is North 89°55'38" East 54.52 feet coincident with the monumented centerline of 1100 North Street and North 00°04'22" West 33.00 feet from the street monument found in the intersection of 1100 North and Redwood Road; and thence coincident with the East right-of-way line of Redwood Road North 00°34'09" West 33.33 feet; thence North 89°33'30" East 3.87 feet; thence South 44°46'14" East 36.87 feet; thence South 00°13'46" West 7.15 feet to the North right-of-way line of 1100 North Street; thence coincident with said line South 89°55'38" West 29.47 feet to the point of beginning.

PARCEL 2:

Beginning on the East line of a highway, 50.0 feet perpendicularly distant Easterly from the center line thereof, at a point South 89°56'09" East 72 feet, more or less, from the West quarter corner of Section 35, Township 2 North, Range 1 West, Salt Lake Base and Meridian and running thence North 00°35' West 161.53 feet along said highway; thence East 521.77 feet; South 00°35' East 162.11 feet parallel to said highway to the South line of the quarter section; thence North 89°56'09" West 521.77 feet along the quarter section line to the point of beginning.

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