When Recorded, Mail to: Tracy Tanner 5027 Riverpark Way Provo, Utah 84604 ENT 20259: 2018 PG 1 of 8

Jeffery Smith

Utah County Recorder

2018 Mar 02 10:39 AM FEE 49.00 BY BA

RECORDED FOR Vanguard Title Insurance Agency, LLC - 0

ELECTRONICALLY RÉCORDED

Vauguard 44445-LB Tax 19 14-046-0044

TRUST DEED

With Assignment of Rents

THIS TRUST DEED is made the 1st day of March, 2018, by and between Route66 LC, a Utah limited liability company, Richard A. White and Leah A. White, as Trustor, whose address is 236 Hobble Creek Canyon, Springville, Utah, 84663; Vanguard Title Insurance Agency, LLC. as "Trustee" whose address is 532 East 800 North, Orem, Utah 84097 and Tracy Tanner as "Beneficiary" whose address is 5027 Riverpark Way, Provo, Utah 84604.

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the real property, situated in Utah County, State of Utah, and more particularly described as follows:

EXHIBIT A attached hereto and by reference incorporated herein.

TRUSTOR SHALL NOT SELL OR ASSIGN ANY INTEREST IN AND TO THE ABOVE DESCRIBED PROPERTY WITHOUT PRIOR WRITTEN CONSENT OF THE BENEFICIARY.

If all or any part of the property or interest therein is sold, Beneficiary may, at Beneficiary's option, declare all the sums secured by the Trust Deed to be immediately due and payable.

If Beneficiary exercises such Option to Accelerate, Beneficiary shall mail to Trustor Notice of Acceleration. Such Notice shall provide a period of not less than thirty (30) days from the date Notice is mailed within which Trustor may pay the sums declared due. If Trustor fails to pay such sums prior to the expiration of such period, Beneficiary may, without further notice or demand on Trustor, invoke any remedies provided by law for the foreclosure of Trust Deed.

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 the Beneficiary to collect and apply such rents, issues and profits.

THIS TRUST DEED IS GIVEN FOR THE PURPOSE FOR SECURING: (1) payment of any indebtedness and all rights and interest evidenced by that Membership Interest Purchase Agreement executed on the _____ day of March, 2018 in favor of Beneficiary at the times, in the manner and with interest as therein set forth, and payment of any sums expended or advanced by Beneficiary to protect the security 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:

- l. 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 herein not excluding the general.
- 2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may reasonably 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 the 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. 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. 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. 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.

- 5. 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 costs, fees, and expenses of this Trust.
- 6. 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 and defend any action or proceeding purporting to affect the security hereof or the rights or 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 costs of evidence of title, employ counsel, and pay his reasonable fees.
- 7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of twelve percent (12%) per annum until paid, 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 public improvement or condemnation, proceeding or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, damages, 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 or 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, rights of action and proceeds as Beneficiary or Trustee may require.
- 9. 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.

- 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 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, 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.
- 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 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.

- 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 forty-five days 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 twelve percent (12%) 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.
- 16. 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.
- 17. 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.

- 18. 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 and include not only the original Beneficiary, but also any future owner and holder, including any assignee or pledgee, of the note secured hereby or of this Trust Deed. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- 19. 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.
 - 20. This Trust Deed shall be construed according to the laws of the State of Utah.
- 21. 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 address hereinbefore set forth.

In Witness Whereof, the Trustor has executed this Trust Deed as of the day and year first above written.

TRUSTOR:

Route66 LC, a Utah limited liability company

By: Solid White Investments, LLC, a Utah limited liability company, its sole member

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Leah A. White, its member

By: Richard A

White, additional Truster and Guarantor

By: Leah

White, additional Truster and Guarantor

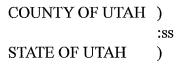
COUNTY OF UTAH) : ss STATE OF UTAH)

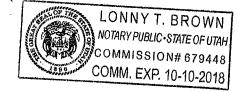
The foregoing instrument was duly acknowledged before me this 1st day of March, 2018 by Richard A. White, managing member, and Leah A. White, member of Solid White Investments, LLC, a Utah limited liability company, the sole member of Route66, LC., a Utah limited liability company and they acknowledged that they executed such document on behalf of such limited liability companies and that they constitute the voluntary act and deed of such limited liability companies.



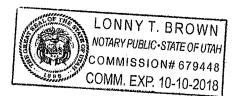


On the 1st day of March, 2018, personally appeared before me, Leah A. White, the signor of the within instrument who duly acknowledged before me that she executed the same.





On the 1st day of March, 2018, personally appeared before me, Richard A. White, the signor of the within instrument who duly acknowledged before me that he executed the same.



ÓTARY PUBLIC

EXHIBIT A LEGAL DESCRIPTION

A portion of Special Section 51, and a portion of Government Lot 13, located in the NE1/4 of Section 9, and the NW1/4 & SW1/4 of Section 10, Township 7 South, Range 4 East, Salt Lake Base and Meridian, Left Fork of Hobble Creek Canyon, Utah County, more particularly described as follows:

Beginning at a point on the southerly line of SPRINGWOOD MOUNTAIN HOME DEVELOPMENT, according to the Official Plat thereof on file in the Office of the Utah County Recorder, located S0°06'49"E along the Section line 1,244.25 feet from the Northwest Corner of Section 10, T7S, R4E, S.L.B.& M. (Basis of Bearing: S0°06'49"E on a line between the 1975 BLM monument marking said Northwest Corner of Section 10 and the 1975 BLM monument marking the West 1/4 Corner of said Section 10); thence along said Subdivision the following 4 (four) courses and distances: S88°40'14"E (Plat: S88°39'21"E) 655.45 feet; thence N41°56'26"E (Plat: N41°57'19"E) 397.44 feet; thence N73°55'52"E (Plat: N73°56'45"E) 280.64 feet; thence N16°04'08"W (Plat: N16°03'15"W 0.15 feet; thence N73°56'00"E 7.87 feet to the westerly line of Plat "A", COTTAGES AT HOBBLE CREEK MOUNTAIN HOME DEVELOPMENT, according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence along said Plat the following 28 (twenty-eight) courses and distances: Southeasterly along the arc of a 1,515.01 foot radius non-tangent curve (radius bears: N65°31'12"E) to the left 309.85 feet through a central angle of 11°43'05" (chord: S30°20'21"E 309.31 feet); thence S36°11'48"E 299.23 feet; thence along the arc of a 260.00 foot radius curve to the right 309.97 feet through a central angle of 68°18'24" (chord: S2°02'40"E 291.93 feet); thence S32°06'21"W 190.51 feet; thence along the arc of a 35.00 foot radius curve to the right 48.77 feet through a central angle of 79°50'08" (chord: \$72°01'25"W 44.92 feet) to a point of reverse curvature; thence along the arc of a 50.00 foot radius curve to the left 123.90 feet through a central angle of 141°58'30" (chord: S40°57'14"W 94.54 feet) to a point of reverse curvature; thence along the arc of a 35.00 foot radius curve to the right 36.25 feet through a central angle of 59°20'49" (chord: S0°21'36"E 34.65 feet) to a point of reverse curvature; thence along the arc of a 1,040.95 radius curve to the left 147.57 feet through a central angle of 8°07'21" (chord: S25°15'08"W 147.45 feet); thence S21°11'28"W 49.79 feet; thence along the arc of a 35.00 foot radius curve to the right 17.24 feet through a central angle of 28°13'46" (chord: S35°18'21"W 17.07 feet) to a point of reverse curvature; thence along the arc of a 50.00 foot radius curve to the left 50.59 feet through a central angle of 57°58'10" (chord: \$20°26'09"W 48.46 feet) to a point of reverse curvature; thence along the arc of a 35.00 foot radius curve to the right 30.73 feet through a central angle of 50°18'04" (chord: S16°36'06" W 29.75 feet) to a point of compound curvature; thence along the arc of a 222.00 foot radius curve to the right 52.76 feet through a central angle of 13°36'56" (chord: S48°33'36"W 52.63 feet); thence S55°22'05"W 107.48 feet; thence along the arc of a 178.00 foot radius curve to the left 175.95 feet through a central angle of 56°38'11" (chord: S27°07'22"W 168.87 feet); thence S1°11'41"E 75.24 feet; thence along the arc of a 471.98 foot radius curve to the right 59.83 feet through a central angle of 7°15'48" (chord: S2°26'12"W 59.79 feet); thence S6°04'06"W 105.88 feet; thence along the arc of a 528.08 foot radius curve to the left 68.56 feet through a central angle of 7°26'21" (chord: S2°20'55"W 68.52 feet); thence S1°22'15"E 123.83 feet; thence along the arc of a 472.00 foot radius curve to the right 135.19 feet through a central angle of 16°24'36" (chord: S6°50'02"W 134.72 feet); thence S15°02'20"W 123.80 feet; thence along the arc of a 122.00 foot radius curve to the right 81.33 feet through a central angle of 38°11'40" (chord; S34°08'10"W 79.83 feet); thence S53°14'00"W 160.17 feet; thence along the arc of a 178.00 foot radius curve to the left 200.07 feet through a central angle of 64°23'59" (chord: S21°06'20"W 189.70 feet); thence S11°02'51"E 125.83 feet; thence along the arc of a 180.00 foot radius curve to the left 61.11 feet through a central angle of 19°27'09" (chord: S20°46'25"E 60.82 feet); thence S30°30'00"E 82.62 feet to a corner of said Plat at the centerline of Hobble Creek Canyon Road; thence Southwesterly along the arc of a 597.28 foot radius non-tangent curve (radius bears: S30°49'59"E) 0.21 feet through a central angle of 0°01'13" (chord: S59°09'24"W 0.21 feet); thence N30°30'00"W 291.70 feet along the extension of, and along the westerly line of Lot 13 as defined by a BLM Dependent Resurvey and Subdivision of Section 10 dated January 24, 1994; thence N61°32'36"E along the north line of said Lot 48.56 feet to the southwesterly line of Special Section 51; thence N35°33'16"W along said line 265.68 feet to a 1983 BLM monument marking the 1 Mile Corner of said Special Section; thence N35°44'04"W along said line 919.82 feet to a 1983 BLM monument marking the intersection of said line with the west line of the NW1/4 of said Section 10; thence N35°25'40"W along said Special Section line 1,158.13 feet to the southerly line of said SPRINGWOOD MOUNTAIN HOME DEVELOPMENT at a point located S35°25'40"E 199.41 feet from a 1983 BLM monument marking Angle Point (AP) 5 of said Special Section 51; thence along the south line of said Subdivision the following 3 (three) courses and distances: N54°33'50"E 581.17 feet (Plat: N54°34'43"E 581.54 feet); thence S86°14'46"E (Plat: S86°13'53"E) 50.00 feet; thence S88°40'14"E (Plat: S88°39'21"E) 144.50 feet to the point of beginning.

Contains: 66.79+/- acres