



\*W2802686\*

WHEN RECORDED MAIL TO:

E# 2802686 PG 1 OF 7  
Leann H. Kilts, WEBER COUNTY RECORDER  
08-Jul-16 0355 PM FEE \$34.00 DEP TN  
REC FOR: MERIDIAN TITLE COMPANY  
ELECTRONICALLY RECORDED

BURA, LLC  
1512 Ridge Point Drive  
Bountiful, UT 84010

MTC #240210

Space Above This Line For Recorder's Use

## TRUST DEED

With Assignment of Rents

**THIS TRUST DEED**, made this 1st day of **June 2016**, between Caldwell Investments, LLC as **TRUSTOR**, whose address is 2661 Washington Blvd, Suite 101, Ogden, UT 84401, **Cottonwood Title Insurance Agency, Inc.** with an address of 1536 North Woodland Park Dr., Suite 200 Layton, Utah 84041 as **TRUSTEE**, and BURA, LLC as **BENEFICIARY**, whose address is 1512 Ridge Point Drive, Bountiful, UT 84010,

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

**PARCEL 1:**

Lot 1, Windsor Hill Estates, according to the official plat thereof as recorded in the office of the Weber County Recorder.

Tax Parcel No. 07-005-0001 *DB*

Property Address: 5545 S 1225 E, Ogden, UT 84403

**PARCEL 2:**

Part of Lot 4, Kershaw's Subdivision, (Being part of Block 31, Plat C, Ogden City Survey), Weber County, Utah: Beginning at a point 150 feet North and 46 feet West from the Southeast corner of said Lot 4; running thence North 150 feet to Capitol Avenue; thence West 46 feet; thence South 150; thence East 46 feet to the place of beginning.

Tax Parcel No. 02-028-0023 *DB*

Property Address: 1025 Capitol Street, Ogden, UT 84401

**PARCEL 3:**


Lots 11 and 12, Block 4, of Woodmansee's Addition to Ogden City, Weber County, Utah according to the Official Plat thereof.

Tax Parcel No. 04-019-0038 *DB*

Property Address: 645 E 30<sup>th</sup> Street, Ogden, UT 84403


**PARCEL 4:**

Part of Lot 7, Block 6, Plat "B", Ogden City Survey, Weber County, Utah: Commencing at a point on the South line of 25th Street 2 rods East of the Northwest corner of said Lot 7; running thence South parallel with the West line of said Lot, 8 rods; thence East parallel with the North line of said Lot, 2 1/4 rods; thence North Parallel with the West line of said Lot, 8 rods to the North line thereof; thence West along the line between said Lot and 25th Street, 2 1/4 rods to the place of Beginning. Together with a perpetual right of way for persons, teams and vehicles over strip of and adjoining on the East of above described property 4 feet wide; commencing on the South side of 25th Street; thence South 8 rods, parallel with the West line of said Lot 7.

Tax Parcel No.            01-057-0026   
 Property Address:        725 E 25<sup>th</sup> Street, Ogden, UT 84401


**PARCEL 5:**

Lot 16, Hale Addition, according to the official plat of said Subdivision, on file and of record in the office of the Weber County Recorder.

Tax Parcel No.            ~~12-052-016~~ 12-052-0016   
 Property Address:        551 Chester Street, Ogden, UT 84404


**PARCEL 6:**

Lots 11 and 12 and the South 5 feet of Lot 10, Block 1, Massa Subdivision, Bock 18, Ogden City Survey, Plat C, according to th official plat thereof as recorded in the office of the Weber County Recorder, State of Utah.

Tax Parcel No.            02-015-0007   
 Property Address:        2736 Brinker Avenue, Ogden, UT 84403

**PARCEL 7:**

The East 76.7 feet of lots 23 to 26, inclusive, Block 3, Lake View Addition, Ogden City, Weber County, Utah, according to the Official Plat thereof.


Tax Parcel No.            05-095-0012   
 Property Address:        612 E 35<sup>th</sup> Street, Ogden, UT 84403

**PARCEL 8:**

Part of Lot 7, Block 4, Plat B, Ogden City Survey, Weber County, Utah: Beginning at a point 47.5 feet East of the Northwest corner of said Lot 7; and running thence South 151 feet; thence East 44.5 feet, more or less, to a point 40 feet West of the East line of said Lot 7; thence North 151 feet; thence West 44.5 feet to the place of beginning.


Together with all right title and interest in and to that certain Right of Way Agreement dated February

4, 1895, and recorded February 6, 1895 in Book D of Leases at Page 214, in the Office of the Weber County Recorder.

Tax Parcel No. 01-051-0038   
 Property Address: 827 E 26<sup>th</sup> Street, Ogden, UT 84401


**PARCEL 9:**

Lots 15 and 16, Block 4, Brooklyn Addition, Ogden City, Weber County, Utah, according to the official plat thereof.

Tax Parcel No. 14-019-0008   
 Property Address: 754 W Cahoon Street, Ogden, UT 84401


**PARCEL 10:**

Part of Lot 2, Block 4, South Ogden Survey, Ogden City Survey, Weber County, Utah: Beginning at a point on the East line of Jefferson Avenue 200.06 feet North and 671.8 feet West from the Southeast corner of said Lot 2; running thence East 152 feet; thence South 62 feet; thence West 152 feet; thence North 62 feet to beginning.

Tax Parcel No. 04-032-0018   
 Property Address: 2952 Jefferson Avenue, Ogden, UT 84403


**PARCEL 11:**

Part of Lot 8, in Block 34, Plat "C", Ogden City Survey: Beginning at a point 8 feet North of the Southeast corner of said Lot; and running thence West 9 rods; thence North 44 feet; thence East 9 rods; thence South 44 feet, to the point of beginning.  
 Together with the East half of the vacated alley abutting on the West.

Tax Parcel No. 02-031-0048   
 Property Address: 2327 Van Buren Avenue, Ogden, UT 84401

**PARCEL 12:**

Part of Lot 10, Block 2, Plat B, Ogden City Survey, Weber County, Utah: Beginning at the Northeast Corner of said Lot 10 and running thence West 39.5 feet; thence South 90 feet; thence West 3.5 feet; thence South 32 feet; thence East 43 feet; thence North 122 feet to the beginning.

 Tax Parcel No. 01-049-0061  
 Property Address: 789 27<sup>th</sup> Street, Ogden, UT 84403

**PARCEL 12A:**

Also a perpetual right of way for all purposes of egress and ingress over and upon the following described tract of land to be used in common with others: Part of Lots 9 and 10, Block 2, Plat B

Ogden City Survey; Beginning at a point 122 feet South of the Northeast Corner of said Lot 10, and running thence West 150.5 feet; thence South 52 feet to a point 160 feet North of the South line of said Lot 9; thence East 150.5 feet; thence North 10 feet; thence West 132 feet; thence North 32 feet; thence East 132 feet; thence North 10 feet to the place of beginning.

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditament, entitlements, development rights, 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 Trust Deed Note of even date herewith, in the principal sum of \$590,340.59 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:**

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 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; 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:

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

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 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 to 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. To pay all costs and expenses of collection (including Trustee's and attorney's fees in event of default in payment of the indebtedness secured hereby) and to pay reasonable Trustee's fees for any services performed by Trustee hereunder, including a reconveyance hereof.

7. Should Trustor fail to make any payment or to do any act as herein provided, the 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 cost of evidence of title, employ counsel, and pay his reasonable fees.

8. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of fifteen percent (15%) per annum until paid, and the repayment thereof shall be secured hereby.

**IT IS MUTUALLY AGREED THAT:**

9. 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 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, 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.

10. 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 of 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. 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, or 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 the Trust Deed to any such tenancy, lease or option.

12. 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.

13. 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.

14. 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 or any default shall not constitute a waiver of any other or subsequent default.

15. 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 exercise, or cause Trustee to exercise, all rights, including the power of sale, granted or allowed hereunder or by the laws of the State of Utah.

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 cost of title search and a reasonable attorney's fee.

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. The new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or any successor trustee. Notice of substitution of trustee shall be given as required by law.

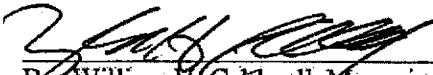
18. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisee, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any 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.

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.

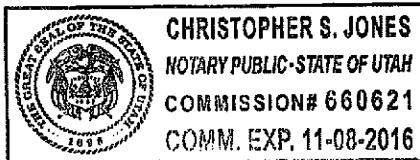
21. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

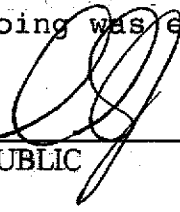
**Signature of Trustor**

  
By: William H. Caldwell, Managing Member of  
Caldwell Investments, LLC

STATE OF UTAH )  
 ) : ss.  
COUNTY OF Davis )

On the 8 day of July, 2016, personally appeared before me, William H. Caldwell, Managing Member of Caldwell Investments, LLC, who duly acknowledged that the foregoing was executed by authority.



  
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NOTARY PUBLIC