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RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 8 P.

WHEN RECORDED, PLEASE RETURN TO:

Central Bank, Custodian
Attn: Self Directed Retirement Services
75 N University Avenue
Provo UT 84601
138550-BHB

Parcel Nos. 16-07-260-006-0000

DEED OF TRUST
(Securing Future Advances)

THIS DEED OF TRUST (the “**Deed of Trust**”) is executed as of the 12 day of January, 2021 by GEORGE A. VENIZELOS, an individual (the “**Trustor**”), whose address is 935 Denver Street, Salt Lake City, Utah 84111, in favor of COTTONWOOD TITLE AGENCY, INC. (“**Trustee**”), whose address is 1996 East 6400 South, Salt Lake City, Utah 84121 (“**Trustee**”), for the benefit of CENTRAL BANK CUSTODIAN FBO R. KIP PAUL IRA (“**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
]

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 Deed of Trust in the principal sum of THREE HUNDRED THOUSAND and 00/100 DOLLARS (\$300,000.00) 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 any extensions and/or renewals 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 Deed of Trust; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms of this Deed of Trust, together with interest thereon as herein provided.

THIS DEED OF TRUST SECURES FUTURE ADVANCES AND REVOLVING BALANCES. THE PARTIES AGREE, AND NOTICE IS HEREBY GIVEN TO ALL PERSONS, THAT THIS DEED OF TRUST SHALL SECURE UNPAID BALANCES AS EXISTING FROM

TIME TO TIME UP TO A MAXIMUM PRINCIPAL AMOUNT OF THE ORIGINAL LOAN AMOUNT.

TRUSTOR REPRESENTS AND WARRANTS THAT THE PROPERTY IS BEING ACQUIRED FOR INVESTMENT AND BUSINESS PURPOSES AS A RENTAL, AND THAT NEITHER HE NOR ANY MEMBER OF HIS FAMILY WILL OCCUPY OR USE THE PROPERTY AS A PRIMARY OR SECONDARY RESIDENCE.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, 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 Deed of Trust, 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 Deed of Trust 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; and all costs, fees, and expenses of this trust.

6. Should Trustor fail to make any payment, perform any obligation or do any act as provided in this Deed of Trust, 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 Deed of Trust 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 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 and from time to time upon written request of Beneficiary and payment of its fees, and 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 Deed of Trust 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 Deed of Trust 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 Deed of Trust 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 in connection with all matters pertaining to this Deed of Trust and all obligations secured by this Deed of Trust. Upon default by Trustor in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement or covenant contained in this Deed of Trust, 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.

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. 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 District Court of the County in which the sale took place.

16. Except as otherwise provided in this Deed of Trust, 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 Deed of Trust, 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 Deed of Trust 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 Deed of Trust 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**" means the owner and holder, including any pledgee, of the note secured hereby. In this Deed of Trust, whenever the context requires, the masculine gender includes all other genders, and the singular number includes the plural.

20. Trustee accepts this Trust when this Deed of Trust, 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 Deed of Trust or of any action or proceeding in which Trustor,

Beneficiary, or Trustee shall be a party, unless brought by Trustee.

21. This Deed of Trust 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 for Trustor hereinbefore set forth.

23. Trustor shall not voluntarily or involuntarily directly or indirectly sell, convey, pledge or encumber or otherwise alienate, transfer or assign any interest in the Property to any other person or entity (each such act, a "**Transfer**"). Any attempted or purported Transfer of any interest in the Property shall constitute an immediate default under this Deed of Trust.

24. Trustor represents and warrants that this Deed of Trust constitutes a first lien on the Property senior and superior to all other liens, encumbrances or judgments

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

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust on the date first set forth above.

TRUSTOR:



GEORGE A. VENIZELOS,
an individual

STATE OF UTAH _____)

ss.

COUNTY OF SALT LAKE)

On this 12th day of January, 2021, before me, the undersigned, personally appeared GEORGE A. VENIZELOS, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



Notary Public

Commission Expires: 11-18-2023



EXHIBIT "A"
TO
DEED OF TRUST

Legal Description of Property

The following parcel of real property located in Salt Lake County, Utah described as follows:

Beginning 132 feet West from the Northeast corner of Lot 12, Block 20, Five Acre Plat "A", Big Field Survey; thence West 33 feet; thence South 110 feet; thence East 43 feet; thence North 27.5 feet; thence West 10 feet; thence North 5 rods to the point of beginning.

Parcel No. 16-07-260-006-0000