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**WHEN RECORDED, MAIL TO:**

Marc Rasich, Esq.  
STOEL RIVES LLP  
201 South Main Street, Suite 1100  
Salt Lake City, Utah 84111

NCS 755664

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING**

This DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "Deed of Trust"), is made as of the 30th day of December, 2015, by CALVIN C. CURTIS ATTORNEY AT LAW, PLLC, a Utah professional limited liability company (the "Trustor"), as trustor, having an address at 299 South Main Street, Suite 1300, Salt Lake City, Utah 84111, in favor of INTEGRATED TITLE INSURANCE SERVICES, LLC (the "Trustee"), as trustee, having a business address at 1092 East South Union Avenue, Midvale, Utah 84047, for the benefit and security of RONALD MCDONALD HOUSE CHARITIES OF THE INTERMOUNTAIN AREA, INC., a Utah nonprofit corporation (the "Beneficiary"), as beneficiary, having a business address at 936 South Temple Street, Salt Lake City, Utah 84102.

Trustor CONVEYS AND WARRANTS to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, that certain real property located at approximately 1135 East South Temple Street, Salt Lake City, Utah 84102, as more particularly described on attached Schedule "A" incorporated herein by this reference (the "Real Property"), together with all easements, rights-of-way, water rights and other rights, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said real property, or any part thereof (collectively, with the Real Property, the "Land"), and also together with all of Trustor's right, title and interest now or hereafter acquired in and to (1) all buildings, structures and other improvements now owned or hereafter acquired by Trustor, now or at any time situated, placed or constructed upon the Land (the "Improvements" and, collectively with the Land, the "Premises"), (2) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Trustor and now or hereafter attached to, installed in or used in connection with the Premises or any portion thereof, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities whether or not situated in easements, and all equipment, inventory and other goods in which Trustor now has or hereafter acquires any rights or any power to transfer rights and that are or are to become fixtures (as defined in the "UCC," as defined below) related to the Land (the "Fixtures"), (3) all goods, accounts, inventory, general intangibles, instruments, documents, contract rights and chattel paper, including all such items as defined in the UCC, now owned or hereafter acquired by Trustor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Premises (the "Personalty"), (4) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any person a possessory interest in, or the right to use, all or any part of the "Mortgaged Property" (as defined below), together with all related security and other deposits (the "Leases"), (6) all of the rents, revenues, royalties, income, proceeds, profits, accounts receivable, security

and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property (the "Rents"), (7) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property (the "Property Agreements"), (8) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, (9) all property tax refunds payable with respect to the Mortgaged Property (the "Tax Refunds"), (10) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the "Proceeds"), (11) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Trustor (the "Insurance"), and (12) all awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to any condemnation or other taking (or any purchase in lieu thereof) of all or any portion of the Land, Improvements, Fixtures or Personalty (the "Condemnation Awards"). As used in this Deed of Trust, the term "Mortgaged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

FOR THE PURPOSE OF SECURING (1) the full, complete and timely payment and performance of all of the obligations of Trustor, under and pursuant to that certain Promissory Note, dated December 30, 2015, by and between Trustor, as maker, and Beneficiary, as payee, in the original principal amount of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00), together with all interest accrued thereon (the "Note") and any and all other amounts set forth in and evidenced by the Note and that certain Loan Agreement, of even date herewith, by and between Trustor, as borrower, and Beneficiary, as lender (the "Loan Agreement"), that are or will become payable to Beneficiary by Trustor, at the times and in the manner as therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; and (3) 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 DEED OF TRUST, TRUSTOR AGREES:

1. To comply with all laws, covenants and restrictions affecting or pertaining to the Mortgaged Property (collectively, "Applicable Law"); not to commit or permit waste thereof; and not to commit, suffer or permit any act upon the Mortgaged Property in violation of Applicable Law.

2. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said Mortgaged Property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in and 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.

3. To pay at least ten (10) days before delinquency all taxes and assessments affecting said Mortgaged Property; to pay, when due, all encumbrances, charges, indebtedness and liens with interest on said Mortgaged Property or any part thereof, which arise by, through and under Trustor and which at any time appear to be prior or superior hereto, and to pay all costs, fees and expenses of this Trust.

4. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the per annum rate provided for in the event of a default under the Note or the Loan Agreement until paid, and the repayment thereof shall be secured hereby.

5. To maintain the Improvements now or hereafter located on the Mortgaged Property in good condition and repair. Trustor shall complete or restore promptly and in a good workmanlike manner any Improvement which may be damaged or destroyed and pay when due all costs incurred therefor.

6. To maintain or cause to be maintained, with financially sound and reputable insurers, insurance with respect to the Mortgaged Property against loss or damage of the kinds customarily carried or maintained under similar circumstances by persons of established reputation engaged in similar businesses. Each such policy of insurance shall name Beneficiary as the loss payee (or, in the case of liability insurance, an additional insured) thereunder for the ratable benefit of Beneficiary and shall provide for at least 30 days' prior written notice of any material modification or cancellation of each such policy.

TRUSTOR ACKNOWLEDGES, COVENANTS AND FURTHER AGREES THAT (subject only to, as and to the extent specified in, and subject to the terms and conditions of the Loan Agreement, the "Prior Encumbrance" [as defined in the Loan Agreement] and no other liens, claims, encumbrances, or indebtedness, and subject to the terms and conditions of the Loan Agreement):

7. 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 Mortgaged 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 (except as and to the extent otherwise allowed under, and specified in, the Loan Agreement and the Note); 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 any such counsel's reasonable fees.

8. Should said Mortgaged 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, then, as and to the extent of the unsatisfied payments and

performance under the Note, 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 Mortgaged Property, are hereby assigned to Beneficiary, who, as and to the extent of the unsatisfied payment and performance under the Note or the Loan Agreement, may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any payment or performance secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee reasonably may require.

9. Trustor shall permit no hazardous or dangerous objects, materials or products to be located upon or generated, stored, transported to or from, disposed of or used in any portion of the Mortgaged Property, nor permit any hazardous or dangerous use to be made of the Mortgaged Property, except as expressly permitted by and then solely in accordance with Applicable Law. If the same do so exist, or hereafter exist on the Mortgaged Property, Trustor covenants to immediately cause the same to be collected, stored, treated, and removed and the Mortgaged Property restored to the extent required by then Applicable Law and to immediately pay all of the costs thereof. Trustor agrees to defend, indemnify and hold Beneficiary, its shareholders, directors, officers, agents, employees, participants and assigns harmless from and against any and all costs, actual and foreseeable consequential damages, and losses arising from or related to the breach of any warranty or covenant in this Paragraph 9 and such obligations shall survive the foreclosure or reconveyance of this Deed of Trust.

10. As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all leases, rents, issues, royalties, and profits of the Mortgaged Property affected by this Deed of Trust and of any personal property located thereon. Until Trustor shall default in the payment of any amount secured hereby or in the performance of any agreement hereunder or under the Note or the Loan Agreement, 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 and to otherwise exercise any and all other rights available to Beneficiary at law or in equity. 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 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 amounts or obligations hereby secured, enter upon and take possession of said Mortgaged 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 attorneys' fees, upon any amounts secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of said Mortgaged Property, the collection of such rents, issues and profits, or compensation or awards for any taking or damage of said Mortgaged Property, and the application or release thereof as aforesaid, shall not cure or waive any notice of default hereunder or invalidate any act done pursuant to such notice.

13. Trustor shall appear in and defend any suit, action or proceeding that might affect the value, priority or enforceability of this security instrument or the security itself or the rights and powers of Beneficiary or Trustee, including any suits relating to damage to property or death or personal injuries, to the full extent of Trustor's liability. Should Beneficiary elect also to appear in or defend any such action or proceeding or be made a party to such by reason of this Deed of Trust, or elect to prosecute such action as appears necessary to preserve said value, Trustor will at all times indemnify from, and, on demand reimburse Beneficiary and Trustee for, any and all loss, damage, expense or cost, including cost of evidence of title and attorneys' fees, arising out of or incurred in connection with any such suit, action or proceeding, and any appeal or petition for review thereof, and the sum of such expenditures shall be secured by this Deed of Trust with interest as provided in the Note secured hereby and shall be due and payable on demand.

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 of any default shall not constitute a waiver of any other or subsequent default. No remedy conferred upon or reserved to Beneficiary under this Deed of Trust shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Deed of Trust, the Note, the "Guarantee" (as defined in the Loan Agreement), or the Loan Agreement, or now or hereafter existing at law or in equity or by statute.

15. Time is of the essence hereof and each and every term and provision hereof and of the Note. Upon default by Trustor in the payment of any amount secured hereby or in the performance of any obligation or agreement hereunder or secured hereby, 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 Mortgaged Property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said Mortgaged Property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the Note, the Loan Agreement and all documents evidencing expenditures secured hereby. 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 Mortgaged 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, 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 Mortgaged 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; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at the per annum rate provided for in the Note 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 Deed of Trust 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 the county in which said Mortgaged 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 Deed of Trust constitutes a "security agreement" on personal property within the meaning of the Utah Uniform Commercial Code (the "UCC") and other applicable law and with respect to the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards. To this end, Trustor grants to Beneficiary a security interest in the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and all other Mortgaged Property which is personal property to secure Trustor's full, complete and timely payment and performance of all of Trustor's obligations under this Deed of Trust, and agrees that Beneficiary shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Beneficiary with respect to the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards or other personal property sent to Trustor at least ten (10) days prior to any action under the UCC shall constitute reasonable notice to Trustor. In exercising any of these remedies, Beneficiary may proceed against the real property and any items of personal property specified above as part of the Mortgaged Property separately or together and in any order whatsoever, without in any way affecting the availability of Beneficiary's remedies under the UCC or of the remedies provided in this Instrument. Beneficiary shall have the right to prepare such financing statements, and shall

execute and deliver to Beneficiary such other documents, instruments and further assurances, in each case in form and substance satisfactory to Beneficiary, as Beneficiary may, from time to time, reasonably consider necessary to create, perfect and preserve Beneficiary's security interest hereunder. Trustor hereby irrevocably authorizes Beneficiary to cause financing statements (and amendments thereto and continuations thereof) and any such documents, instruments and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Trustor represents and warrants to Beneficiary that Trustor resides in the State of Utah. After the date of this Deed of Trust, Trustor shall not change his state of residence without giving at least thirty (30) days' prior written notice to Beneficiary.

19. This Deed of Trust shall inure to the benefit of Beneficiary and its successors and assigns and shall apply to and bind Trustor and his heirs, successors and assigns. In this Deed of Trust, 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 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. Trustee may resign by an instrument in writing addressed to Beneficiary, or Trustee may be removed at any time with or without cause by an instrument in writing executed by Beneficiary and duly recorded.

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 it at the address hereinbefore set forth.

23. Trustor agrees to reimburse Beneficiary for all costs, expenses and fees, including without limitation reasonable attorneys' fees, that Beneficiary incurs in connection with the realization or enforcement of any obligation or remedy contained in the Note, the Loan Agreement or this Deed of Trust. All such costs, expenses, and fees shall be due and payable upon demand, shall bear interest from the date incurred through the date of collection at the default rate of interest stated in the Note and shall be secured by this Deed of Trust.

24. The obligations secured by this Deed of Trust shall be due on the sale, transfer or conveyance of the Mortgaged Property or any portion thereof, voluntarily or involuntarily, without Beneficiary's prior written consent.

25. This Deed of Trust shall also constitute and be effective as a financing statement filed as a "fixture filing" for the purposes of the UCC to be filed of record in the real property records against all of the Mortgaged Property which is or is to become fixtures. The information provided in this Paragraph 25 is provided so that this Deed of Trust shall comply with the requirements of the UCC for a mortgage instrument to be filed as a financing statement.

Trustor is the "Debtor" and its name and mailing address are set forth in the preamble of this Deed of Trust. Trustor's type of organization is a professional limited liability company; Trustor's jurisdiction of organization is Utah. Trustor's organizational identification number is 6089257-0162. Beneficiary is the "Secured Party" and its name and mailing address from which information concerning the security interest granted herein may be obtained are also set forth in the preamble of this Deed of Trust. A statement describing the portion of the Mortgaged Property comprising the fixtures hereby secured is set forth in the first paragraph of this Deed of Trust preceding the preamble to this Deed of Trust. The legal description of the real property to which the fixtures are related is set forth in attached Schedule "A." Trustor represents and warrants to Beneficiary that Trustor is the record owner of the Mortgaged Property.

IN WITNESS WHEREOF, Trustor has caused these presents to be duly executed on the day and year first above written.

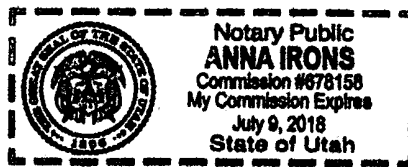
CALVIN C. CURTIS ATTORNEY AT LAW, PLLC, a Utah professional limited liability company

By Calvin C. Curtis  
 Print Name: Calvin C. Curtis  
 Its Manager

STATE OF UTAH                                    )  
   ss:  
 COUNTY OF SALT LAKE            )

The foregoing instrument was acknowledged before me on December \_\_\_\_, 2015, by Calvin C. Curtis, the Manager of CALVIN C. CURTIS ATTORNEY AT LAW, PLLCC, a Utah professional limited liability company.

Anna Irons  
 Notary Public





**Schedule "A"**

**(Description of Real Property)**

That certain real property located in Salt Lake County, Utah, particularly described as follows:

Parcel 1:

Beginning at the Southeast corner of Lot 1, Block 5, Plat "G", Salt Lake City Survey, and running thence West 5 rods; thence North 117 feet; thence East 5 rods; thence South 117 feet to the point of beginning.

Parcel 2:

Beginning at the Northeast corner of Lot 1, Block 5, Plat "G", Salt Lake City Survey, and running thence South 48 feet; thence West 5 rods; thence North 48 feet; thence East 5 rods to the point of beginning.

(For reference purposes only: Tax Parcel ID Nos. 09-32-459-016-0000; 09-32-459-012-0000).