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Rhonda Francis Summit County Recorder

12/06/2021 11:21:51 AM Fee \$46.00

By COTTONWOOD TITLE INSURANCE AGENCY, INC.

Electronically Recorded

WHEN RECORDED MAIL TO:

K&D Family, LLC
PO Box 249, Enterprise UT 84725

File Number: 150638-WHP

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS

(LONG FORM)

This DEED OF TRUST, made December 3rd, 2021, between 5490 Investments LLC as to an undivided 85% interest and Randy H. Bowler as to an undivided 15% interest, herein called TRUSTOR, whose address is PO Box 2111, West Jordan UT 84084, COTTONWOOD TITLE INSURANCE AGENCY INC., herein called TRUSTEE, and K&D Family, LLC, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the State of UT, County of Summit and Daggett, described as:

See Attached Legal Description

TAX ID NUMBER FOR PROPERTY: SS-2238, SS-2239, SS-2245, SS-2248-A, SS-2251-A, SS-2251, SS-2248, SS-2236-A, SS-2241, SS-2241-1, SS-2242, SS-2242-A, SS-2242-B, 01-0038-0150, 01-0033-0140, 01-0031-0136 and 01-0034-0141

together with rents, issues and profits 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 in the principal sum found within the Promissory Note dated December 3, 2021, with interest thereon according to the terms of a promissory note or notes of even date herewith made to Trustor payable to order of Beneficiary, and extensions or renewals thereof, (2) the performance of each agreement of Trustor incorporated by reference or contained herein and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

A. 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 and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and 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, maintain and deliver to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

4) To pay; at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary of 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; appear in and defeat any action 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, pay necessary expenses, employ counsel and pay his reasonable fees.

5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

1) That any award in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or be a receiver to be appointed by a court, 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 his own name sue for or otherwise collect such 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. The entering upon and taking possession of said property, the collecting of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note 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 said having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it 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 for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply to proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9) That Trustee accepts this Trust when this 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 Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at his address herein before set forth.

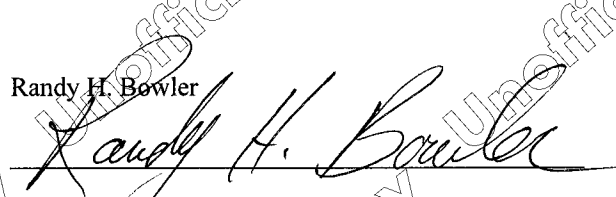
WITNESS the hand of Trustor, this 3rd day of December, 2021

5490 Investments, LLC



By: R. Lynn Bowler, Manager

Randy H. Bowler

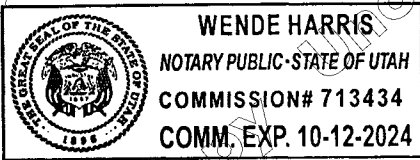


Randy H. Bowler, an individual

STATE OF UTAH

COUNTY OF SALT LAKE

On this 3 day of December, 2021, personally before me appeared R. Lynn Bowler, who proven on the basis of satisfactory evidence is the Manager of 5490 Investments, LLC, and that said document was signed by him/her on behalf of said entity by authority of its members and within the authority granted under said entity's articles of organization and/or operating agreement, and acknowledged to me that said limited liability company executed the same.



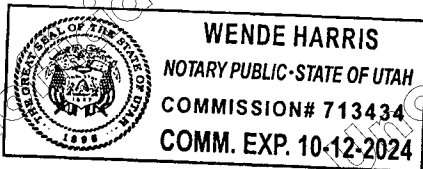
Weende Harris

Notary Public

STATE OF UTAH

COUNTY OF SALT LAKE

On this 3 day of December, 2021, before me, personally appeared Randy H. Bowler, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same.



Weende Harris

Notary Public

DO NOT RECORD REQUEST FOR FULL RECONVEYANCE

TO COTTONWOOD TITLE INSURANCE COMPANY, TRUSTEE:

The under signed is the legal owner and holder of the note and of all indebtedness secured by the foregoing Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated _____

BENEFICIARY:

BY: _____

K&D Family, LLC

ITS: Manager

STATE OF UTAH COUNTY OF Salt Lake

On this _____ day of _____, 2021, personally before me appeared _____, who proven on the basis of satisfactory evidence is the _____ of _____, and that said document was signed by him/her on behalf of said Corporation by authority of its articles of incorporation and/or bylaws, and acknowledged to me that said Corporation executed the same.

WITNESS my hand and official seal.

Notary Public
Residing in:
Commission Expires

Please mail the original Deed of Trust, Note and Reconveyance Request to: Cottonwood Title Insurance Company
Attn: Reconveyance Department
1996 East 6400 South, Suite 120 Salt Lake City, UT 84121

Do Not lose or destroy this Deed of Trust OR THE NOTE which it secures.
Both must be delivered to the Trustee for cancellation before reconveyance will be made.

**EXHIBIT A
PROPERTY DESCRIPTION**

PARCEL 1:

The South half of the Southwest quarter and the Northeast quarter of the Southwest quarter, Section 22, Township 3 North, Range 17 East, Salt Lake Base and Meridian.

PARCEL 2:

North half of the Northwest quarter and the Southeast quarter of the Northwest quarter, Section 27, Township 3 North, Range 17 East, Salt Lake Base and Meridian.

PARCEL 3:

The South one-half of the Southwest quarter, Section 28, Township 3 North, Range 17 East, Salt Lake Base and Meridian.

PARCEL 4:

The South half of the Southeast quarter, Section 29, Township 3 North, Range 17 East, Salt Lake Base and Meridian.

PARCEL 5:

The North half of the Northeast quarter, Section 32, Township 3 North, Range 17 East, Salt Lake Base and Meridian.

PARCEL 6:

The Northwest quarter of the Northwest quarter of Section 32, Township 3 North, Range 17 East, Salt Lake Base and Meridian.

PARCEL 7:

The West half of the Northeast quarter; the Southeast quarter of the Northwest quarter; the North half of the Southwest quarter; the Southwest quarter of the Southwest quarter of Section 29, Township 3 North, Range 17 East, Salt Lake Base and Meridian.

PARCEL 8:

The South half of the Southeast quarter of Section 20, Township 3 North, Range 17 East, Salt Lake Base and Meridian.

PARCEL 9:

The East half of the Southwest Quarter of the Northwest Quarter of Section 27, Township 3 North, Range 17 East, Salt Lake Base and Meridian.

Parcel 10:

The West half of the Southwest Quarter of the Northwest Quarter of Section 27, Township 3 North, Range 17 East, Salt Lake Base and Meridian.

Parcel 11:

The Southeast Quarter of the Northeast Quarter of Section 28, Township 3 North, Range 17 East, Salt Lake Base and Meridian.

Parcel 12:

The Northeast Quarter of the Northeast Quarter of Section 28, Township 3 North, Range 17 East, Salt Lake Base and Meridian.

PARCEL 13:

The Northwest quarter of the Northeast quarter of Section 28, Township 3 North, Range 17 East, Salt Lake Base and Meridian.

PARCEL 14:

The North half of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter, Section 27, Township 3 North, Range 17 East, Salt Lake Base and Meridian.

PARCEL 15:

The East half of Section 22, Township 3 North, Range 17 East, Salt Lake Base and Meridian.

PARCEL 16:

The West half of the Southwest Quarter of Section 14, Township 3 North, Range 17 East, Salt Lake Base and Meridian.

PARCEL 17:

The West half of the Northwest Quarter and the West half of the Southwest Quarter, Section 23, Township 3 North, Range 17 East, Salt Lake Base and Meridian.

ALSO:

A parcel of land located in the West half of the Southeast Quarter of the Southwest Quarter of Section 23, Township 3 North, Range 17 East, Salt Lake Base and Meridian: Beginning at the Northwest Corner of the Southeast Quarter of the Southwest Quarter; thence South 1320 feet; thence East 212 feet; thence Northerly 1320 feet; thence West 275 feet to the point of beginning.

ALSO:

A parcel of land located in Section 23, Township 3 North, Range 17 East, Salt Lake Base and Meridian: Beginning at the Northwest corner of the Southeast Quarter of the Southwest Quarter, thence running North 164 feet; thence Southeasterly 330 feet; thence West 275 feet to the point of beginning.

Tax Id No.: SS-2238, SS-2239, SS-2245, SS-2248-A, SS-2251-A, SS-2251, SS-2248, SS-2236-A, SS-2241, SS-2241-1, SS-2242, SS-2242-A, SS-2242-B, 01-0038-0150, 01-0033-0140, 01-0031-0136 and 01-0034-0141