WHEN RECORDED MAIL TO: The Scott Group, LLC 1110 East Eaglewood Drive, North Salt Lake Utah 84054



E# 3203946 PG 1 0F 2 Leann H. Kilts, WEBER COUNTY RECORDER 14-Dec-21 1007 AM FEE \$40.0 REC FOR: INWEST TITLE WEST HAVEN FEE \$40.00 DEP DAG ELECTRONICALLY RECORDED

## TRUST DEED

THIS TRUST DEED is made this The day of December, 2021, between

SDS7 LLC, A Utah Limited Liability Company as TRUSTOR. inwest Title Services, Inc. as Trustee, and The Scott Group, LLC as beneficiary

Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property situated in Weber County, Utah

11-016-0020

PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING 656.7 FEET WEST AND 1080.70 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 5, AND RUNNING THENCE WEST 825.0 FEET; THENCE NORTH 294.3 FEET; THENCE NORTH 83D WEST 421.0 FEET; THENCE NORTH 432.0 FEET; THENCE NORTH 68D09'49" EAST 871.0 FEET TO A FENCE; THENCE SOUTH 2D51' EAST 175.02 FEET; THENCE EAST 13 FEET; THENCE SOUTH 2D51' EAST 122.15 FEET; THENCE EAST 407.85 FEET THENCE SOUTH 814.30 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH THE FOLLOWING RIGHT-OF-WAY: PART OF THE SOUTHEAST QUARTER, SECTION 5, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 656.7 FEET WEST AND 2017 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER SECTION: THENCE WEST 429 FEET: THENCE NORTH 2D51' WEST 16 FEET; THENCE EAST 429 FEET; THENCE SOUTH 16 FEET TO THE PLACE OF BEGINNING. (1478-466)

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 used or enjoyed with said property, or any part thereof; FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of \$249,000.00, payable to the order of the Beneficiary at the times, in the manner and with interest as therein set forth, and payment of any sums expended or advanced by the Beneficiary to protect the security hereof. Trustor agrees to pay all taxes and assessments on the above property, to pay all charges and

assessments on water or water stock used on or with said property, not to commit waste, to maintain adequate fire insurance on improvements on said property to pay all costs and expenses of collection (including Trustee's fees in event of default in payment of the indebtedness secured hereby) and to pay reasonable Trustee's fees for any of the services performed by Trustee hereunder, including a reconveyance hereof.

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.

## COURTESY RECORDING

This document is being recorded solely as a courtesy and an accomodation to the parties named therein. INWEST TITLE SERVICES. INC, hereby expressly disclaims any responsibility or liability for the accuracy of the content thereof.

SDS7, LLC

By,

Scott Smoot, Member/Manager

State of Utah

County of Daws

On the 20 day of December, 2021 personally appeared before me **Scott Smoot** who being by me duly sworn did say for himself, that he is the manager of **SDS7**, **LLC** a Utah Limited Liability Company and that the within and foregoing instrument was signed on behalf of said Limited Company by authority of its Articles of Organization and each duly acknowledged to me that said Limited Company executed the same.

ED DAYTON

NOTARY PUBLIC • STATE of UTAH

COMMISSION NO. 713003

COMM. EXP. 07-15-2024