

WHEN RECORDED, MAIL TO:  
Alpine Financial, Inc.  
856 E 700 N  
American Fork, UT 84003  
MTC 280138

## TRUST DEED

With Assignment of Rents

THIS TRUST DEED WITH ASSIGNMENT OF RENTS (the "Trust Deed"), is executed this 7<sup>th</sup> day of November, 2019, between JAPANESE AUTO PARTS, INC., a Utah corporation, as TRUSTOR, MERIDIAN TITLE COMPANY, a Utah corporation, as TRUSTEE<sup>1</sup>, ALPINE FINANCIAL, Inc. ("Alpine Financial"), a Utah corporation, as BENEFICIARY.

WITNESSETH:

General Grant of Real Property. Trustor hereby assigns, grants, bargains, sells, conveys, warrants, and transfers to Trustee, in trust, for the benefit of Beneficiary, with power of sale and with right of entry and possession, the following described real property rights, titles and interests (the "Real Property"):

The Property. All right, title, interest and estate of Trustor, now owned or hereafter acquired, in and to the real property located in Utah County, State of Utah, described as follows (the "Property"):

A parcel of land located in the Northeast Quarter of the Northeast Quarter of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian, described as follows:  
Beginning at the Southeast Corner of Lot 6, Plat "A", Lehi Industrial Park Subdivision, said point is also on the Westerly right of way line of 1200 West Street in Lehi City, Utah County, Utah, said point lies South 00°06'29" West along the section line, a distance of 362.37 feet and North 89°25'47" West a distance of 41.05 feet from the Northeast Corner of said Section 6; thence South 00°06'29" West along the right of way of 1200 West Street as dedicated by said Plat "A", Lehi Industrial Park Subdivision, a distance of 459.02 feet; thence leaving said right of way and proceeding thence along a curve to the left with an arc length of 249.93 feet, a radius of 2576.48 feet and whose chord bears North 63°44'21" West 249.83 feet; thence North 00°29'28" East along the boundary of said Lehi Industrial Park Boundary and extension thereof a distance of 350.68 feet; thence South 89°25'47" East a distance of 221.92 feet to the point of beginning.

Less and excepting the following legal descriptions:

a parcel of land in fee for the reconstruction, and widening of the Lehi 1200 West roadway and appurtenant features, being part of an entire tract of Real Property described in Entry Number 63298:2004 of the Official Records of Utah County, located in the NE 1/4 of Section 6, Township 5 South, Range 1 East, Salt Lake Base & Meridian, located in Lehi, Utah, more particularly described as follows:

Beginning at the northeast corner of the Grantor's property, which point is located 363.76 feet S. 0°00'00" W. from the Northeast corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running thence S. 0°00'00" W. 329.97 feet along the easterly boundary line of said property; thence N. 68°15'16" W. 44.89 feet along the southerly boundary line of said property; thence N. 0°28'21" W. 125.73 feet; thence S. 89°31'39" W. 4.00 feet; thence N. 0°28'21" W. 187.65 feet to

the northerly boundary line of said property; thence S. 90°00'00" E. 48.28 feet along said northerly boundary line to the point of beginning.

a parcel of land in fee for the reconstruction, and widening of the Lehi 1200 West roadway and appurtenant features, being part of an entire tract of Real Property described in Entry Number 54460:2008 of the Official Records of Utah County, located in the NE 1/4 of Section 6, Township 5 South, Range 1 East, Salt Lake Base & Meridian, located in Lehi, Utah, more particularly described as follows:

Beginning at the southeasterly corner of the Grantor's property, which point is located 677.26 feet S. 0°10'18" W. and 40.29 feet N. 89°44'57" W. and 143.90 feet S. 0°06'29" W. from the Northeast corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running thence 35.52 feet along the arc of a 2576.48 foot radius curve to the left (Note: chord to said curve bears N.61°21'19" W. 35.52 feet) along the southerly boundary line of said property; thence N. 56°21'48" E. 37.53 feet to the easterly boundary line of said property; thence S. 0°06'29" W. 37.82 feet along said easterly boundary line to the point of beginning.

a parcel of land in fee for the reconstruction, and widening of the Lehi 1200 West roadway and appurtenant features, being part of an entire tract of Real Property described in Entry Number 63298:2004 of the Official Records of Utah County, located in the NE 1/4 of Section 6, Township 5 South, Range 1 East, Salt Lake Base & Meridian, located in Lehi, Utah, more particularly described as follows:

Beginning at the northeast corner of the Grantor's property, which point is located 363.76 feet S. 0°00'00" W. from the Northeast corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running thence S. 0°00'00" W. 329.97 feet along the easterly boundary line of said property; thence N. 68°15'16" W. 44.89 feet along the southerly boundary line of said property; thence N. 0°28'21" W. 125.73 feet; thence S. 89°31'39" W. 4.00 feet; thence N. 0°28'21" W. 187.65 feet to the northerly boundary line of said property; thence S. 90°00'00" E. 48.28 feet along said northerly boundary line to the point of beginning.

Address: 2501 North 1200 West, Lehi, UT 84043

Improvements, Etc. All right, title, interest and estate of Trustor, now owned or hereafter acquired, in and to all improvements to the Property (the "Improvements"); and (b) all easements, licenses, streets, ways, alleys, roads, passages, rights-of-way, minerals, oil, gas and other hydrocarbon

<sup>1</sup> Trustee must be a member of the Utah State Bar; a bank, building and loan association or savings and loan association authorized to do such business in Utah; a corporation authorized to do a trust business in Utah; or a title insurance or abstract company authorized to do such business in Utah.

substances, development rights, air rights, water, water courses, water rights, and water stock, of any kind and nature, relating to or in any way appurtenant or appertaining to the Property or to any portion of the Property;

**Security Interest in Personal Property.** Trustor hereby assigns to Beneficiary, for purposes of security, and grants to Beneficiary a security interest in the following described personal property rights, titles and interests (collectively the "Personal Property"):

**Awards.** All right, title, interest and estate of Trustor, now owned or hereafter acquired, in and to: (a) all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the Property or any portion of the Property, the Improvements or any portion of the Improvements, or of any other Improvements now or hereafter situate thereon or any estate or easement in the Property (including any awards for change of grade of streets); (b) all insurance policies and all proceeds of insurance paid on account of any partial or total destruction of the Improvements or any portion thereof; (c) all causes of action and recoveries for any loss or diminution in the value of the Property or the Improvements; and (d) all proceeds of each of the foregoing; and

**Utility Taps.** All right, title, interest and estate of Trustor, now owned or hereafter acquired, in and to all contracts, agreements or commitments between Trustor and any utility company, water company or user association, or telephone company, to furnish electricity, natural gas or oil, telephone, sewer, water or other such services, or to provide hook-ups, connections, lines or other necessary taps to the Property and the Improvements thereon. Trustor hereby irrevocably appoints Beneficiary as Trustor's true and lawful attorney-in-fact to execute, acknowledge and deliver any instruments and to do and perform any act in the name and on behalf of Trustor necessary to maintain and continue all contracts, agreements or commitments with any such utility company and, otherwise, to perform all acts necessary to assure uninterrupted utility service to the Property and the Improvements thereon.

**Security Agreement.** This Trust Deed constitutes a security agreement with respect to the Personal Property, and Beneficiary shall have all of the rights and remedies of a secured party under the Utah Uniform Commercial Code as well as all other rights and remedies available at law or in equity. Trustor and Beneficiary acknowledge their mutual intent that all security interests contemplated herein are given as a contemporaneous exchange for new value to Trustor, regardless of when advances to Trustor are actually made or when the Trust Estate is acquired.

**Trust Estate.** The Real Property and the Personal Property are sometimes collectively referred to as the "Trust Estate."

**Obligations Secured.** This Trust Deed is given for the purpose of securing the following obligations: (a) the "Promissory Note" (dated the same date as this Trust Deed and herein referred to as the "Note"), in the original amount of \$135,000.00 executed by Trustor and Stephen K. McMurdie, as co-Borrowers, in favor of Beneficiary, as Lender; (b) all renewals, extensions, modifications and replacements of the foregoing; (c) all other obligations described in this Trust Deed; (d) advances of the same kind and quality or relating to this transaction; and (e) transactions in which the documents evidencing the indebtedness refer to this Trust Deed as providing security therefore.

**Protection of Trust Estate.** To protect the Trust Estate, Trustor agrees:

1. To keep the Trust Estate in good condition; to comply with all laws, covenants and restrictions affecting the Trust Estate; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Trust Estate in violation of law; to do all other acts which from the character or

use of the Trust Estate may be reasonably necessary, the specific enumerations herein not excluding the general.

2. 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 the 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 its reasonable fees.

3. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the highest rate provided in the promissory note secured by this Trust Deed, and the repayment thereof shall be secured hereby.

4. Trustor represents and warrants that, except as Beneficiary has been otherwise previously advised by Trustor in writing, to the best of Trustor's information, knowledge and belief, no Hazardous Materials are now located on, in, or under the Property, and neither Trustor nor, to Trustor's knowledge, any other person has ever caused or permitted any Hazardous Materials to be placed, held, used, stored, released, generated, located or disposed of on, under or at the Property, or any part thereof. Trustor further represents and warrants that, to the best of Trustor's information, knowledge and belief, no investigation, administrative order, consent order and agreement, litigation or settlement with respect to Hazardous Materials is proposed, threatened, anticipated or in existence with respect to the Property.

"Hazardous Materials" shall mean (a) "hazardous waste" as defined by the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), including any future amendments thereto, and regulations promulgated thereunder; (b) "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), including any future amendments thereto, and regulations promulgated thereunder; (c) asbestos; (d) polychlorinated biphenyls; (e) underground storage tanks, whether empty or filled or partially filled with any substance; (f) any substance the presence of which is or becomes prohibited by any federal, state, or local law, ordinance, rule, or regulation; and (g) any substance which under any federal, state, or local law, ordinance, rule, or regulation requires special handling or notification in its collection, storage, treatment or disposal.

5. 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.

6. Time is of the essence hereof. Upon default by Trustor in the performance or payment of any obligation or 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 execute or cause Trustee to execute a written notice of default and of election to cause the Real Property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein the Property or some part or parcel thereof is situated. Beneficiary shall also deposit with Trustee all documents evidencing expenditures secured hereby.

7. 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 the Real 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 Trustee 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 in accordance with applicable law. Trustee shall execute and deliver to the purchaser its deed conveying the Real 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 of the sale, including the payment of the Trustee's and attorney's fees; (B) cost 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, with accrued interest at the highest default rate provided in the promissory note secured by this Trust Deed, from date of expenditure; (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 his discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

8. 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 a reasonable attorney's fee in such amount as shall be fixed by the Court.

9. Beneficiary may appoint a successor trustee at anytime by filing for record in the office of the county recorder of each county in which the 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.

10. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of notes secured hereby.

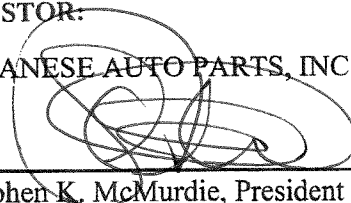
11. Trustee accepts this Trust when this Trust Deed duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

12. This Trust Deed shall be construed according to the laws of the State of Utah.

13. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Trustor at the Property address.

TRUSTOR:

JAPANESE AUTO PARTS, INC., a Utah corporation

  
\_\_\_\_\_  
Stephen K. McMurdie, President

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

The foregoing Trust Deed was acknowledged before me this 7<sup>th</sup> day of November, 2019,  
by Stephen K. McMurdie, President of Japanese Auto Parts, Inc. a Utah corporation.



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NOTARY PUBLIC

