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When recorded, return to:

Charlie Openshaw
2230 North University Parkway, Bldg. 6-C
Provo, Utah 84604

Parcel Nos. 16-20-126-001-000
16-20-126-006-000

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

This Deed of Trust, Assignment of Rents and Leases, Security Agreement, and Fixture Filing (this "Trust Deed") is made and given as of October 3, 2012, by Denise Rucker ("Trustor"), whose address is 2147 West Rainy Brook Court, Riverton, Utah 84065, to and in favor of Benjamin J. Kotter, esquire (the "Trustee") whose address is Dorsey & Whitney LLP, 136 South Main Street, Suite 1000, Salt Lake City, Utah 84101, for the benefit of Charlie Openshaw, whose address is 2230 North University Parkway, Bldg. 6-C, Provo, Utah 84604 (the "Beneficiary"). For good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Trustor represents, warrants, covenants, and agrees as follows:

ARTICLE 1. GRANT AND CONVEYANCE OF COLLATERAL

1.01 **Conveyance of Real Property.** Trustor hereby assigns, grants, bargains, sells, conveys, warrants, and transfers to Trustee in trust, for the benefit of Beneficiary, with the power of sale and the right of entry and possession, all of Trustor's right, title, and interest, whether presently owned or hereafter acquired or arising, in and to the following described real property: (a) the real property located in Salt Lake County, Utah, which is more fully described in Exhibit A attached hereto and incorporated herein by this reference, together with all rights and interests in any strips, gaps, gores, alleys, and rights to any adjoining vacated alleyways or streets pertaining or appurtenant thereto (collectively, the "Land"); (b) all buildings, structures, fixtures, facilities, signs, and other improvements now or hereafter located on or attached to the Land (collectively, the "Improvements"); (c) all air space and right to use such air space above any portion of the Land, minerals, flowers, shrubs, plants, bushes, crops, trees, timber and other emblements, water rights, water stock, royalties, rights of way, easements, leases (including without limitation any ground leases), subleases, rents, income, issues, profits, tenements, hereditaments, licenses, privileges, appurtenances, and similar rights used or enjoyed in connection with, or in any manner pertaining to or derived from, the Land or the Improvements; and (d) any after-acquired title to any of the foregoing, and all present and future rights, title and interests of Trustor. The real property described in subsections (a) through (d) of this Section 1.01 is collectively referred to herein as the "Premises."

1.02 **Security Interest in Personal Property.** Trustor hereby assigns and grants to Beneficiary a security interest in all of Trustor's right, title, and interest, whether presently existing or hereafter acquired or arising, in and to the following personal property; (a) all furnishings, fixtures, equipment, materials, supplies, goods, inventory and any other personal property now or hereafter located on, attached to, or used in connection with the Premises or the construction of any Improvements thereon, whether or not stored or located on the Premises; (b) all accounts, contracts and contract rights (including

without limitation contracts for architectural, engineering, soils, and landscaping reports, plans, designs, and services; contracts for environmental site assessments, inspections, reports, and related matters; contracts for maintenance and service; and contracts for the construction, remodeling, refurbishing, or demolition of any Improvements), permits, licenses, plans, drawings, specifications, models, performance and payment bonds, security deposits, escrow and impound funds and accounts, deposit accounts, documents, instruments, investment property, letter-of-credit rights, letters of credit, chattel paper, electronic chattel paper, licenses and general intangibles in any manner pertaining to the Premises, the construction of any Improvements thereon, or the management, use, maintenance, or operation thereof; (c) all insurance policies, insurance proceeds, unearned premiums, and condemnation awards with respect to the Premises or any of the foregoing; (d) in the case of all goods, all accessions; (e) all accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed to or used in connection with any goods; (f) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods; (g) all collateral subject to any lien granted by Trustor to Beneficiary; (h) any money, or other assets of Trustor that now or hereafter come into the possession, custody, or control of Beneficiary; (i) all products and proceeds from any of the foregoing; and (j) books and records of Trustor, including all mail or electronic mail addressed to Trustor. The personal property described in subsections (a) through (j) of this Section 1.02 are referred to collectively herein as the "Personal Property." The Premises and the Personal Property are referred to collectively herein as the "Collateral."

1.03 **Secured Obligations.** This Trust Deed is given for the purpose of securing the following obligations and liabilities (collectively, the "Secured Obligations"):

(a) the payment and performance by Trustor of each and every agreement, obligation, liability, indebtedness, and undertaking of Trustor or either of them (including without limitation the obligation to pay principal, interest and other fees and charges) in connection with or in any manner pertaining to that certain Secured Promissory Note of even date herewith, as the same may be amended from time to time (the "Note"), between Trustor and Beneficiary, pursuant to which Trustor has agreed, among other things, to pay to Beneficiary certain obligations, liabilities, and indebtedness, issued by Trustor to Beneficiary in an amount of Thirty Thousand Nine Hundred and Four and 24/100 Dollars (\$30,904.24);

(b) all amendments, modifications, extensions, and renewals with respect to the Note including without limitation any amendment to the Note which increases the amount thereof;

(c) all obligations, liabilities, indebtedness, and undertakings of Trustor now or hereafter owed to Beneficiary;

(d) the payment and performance by Trustor of each agreement, obligation, liability, indebtedness, and undertaking contained in this Trust Deed;

(e) the payment of all sums expended or advanced by Trustee or Beneficiary pursuant to the terms of this Trust Deed or the Note, together with interest thereon, at such rate as may be specified in the Note;

(f) the payment of such additional loans, extensions of credit, or other financial accommodations as hereafter may be made by Beneficiary to Trustor, or its successors or assigns, when evidenced by a loan agreement, promissory note, or other written agreement signed by Trustor or either of them reciting that such loans, extensions of credit, or other financial accommodations are secured by this Trust Deed.

**ARTICLE 2. REPRESENTATIONS,
WARRANTIES, AND COVENANTS OF TRUSTOR**

2.01 **Preservation and Protection of the Collateral.** To preserve and protect the Collateral and Beneficiary's security interest therein, Trustor hereby covenants and agrees as follows:

(a) **Premises.** Trustor shall keep and maintain the Premises in good condition and repair. Trustor shall not remove or demolish any building, structure, or other Improvement on the Premises without Beneficiary's prior written consent, which consent shall not be unreasonably withheld, and shall complete or restore promptly and in good and workmanlike manner any Improvement which may be lost, damaged or destroyed without regard to the adequacy of any insurance covering such loss. Trustor shall comply with all laws, rules, regulations, covenants, and restrictions which may now or hereafter affect the Premises or their use and enjoyment, and shall not commit or permit any waste thereof.

(b) **Personal Property.** Trustor shall keep and maintain any tangible Personal Property in good condition and repair and shall not remove the same from the Premises without Beneficiary's prior written consent; provided, however, if no Event of Default has occurred or is continuing, Trustor may remove items of Personal Property in the normal and ordinary course of its business where such removed items (1) are worn out or obsolete, (2) do not, individually or in the aggregate, constitute a material portion of the Personal Property, and (3) are replaced with comparable items of Personal Property having a value equal to or greater than the item being replaced and which have the same use and utility with respect to the Premises.

2.02 **Construction of New Improvements and Restoration of Existing Improvements.** Trustor agrees not to commence construction of any new Improvements or additions to existing Improvements upon the Premises without giving at least thirty (30) days' prior written notice to Beneficiary. Trustor shall promptly complete, with due diligence, all new Improvements free and clear of liens, charges and encumbrances, subject, however, to Trustor's rights to contest or bond off any such lien, charge or encumbrance. Trustor also agrees to complete, restore or replace promptly, with due diligence and in a good and workmanlike manner, any Improvement which may be damaged or destroyed, and to pay, when due, all costs incurred therefor; provided that proceeds of casualty insurance, if any, with respect thereto are made available to Trustor if and when required by the terms hereof. Beneficiary shall have the right to inspect the Premises at all times during construction or restoration hereunder.

2.03 **Insurance.** Trustor shall obtain and maintain, or shall cause to be obtained and maintained, insurance on all tangible Collateral in such amount, with such deductibles, and insuring against such risks and perils as is customary for persons or entities owning and using similar types of property and as otherwise reasonably required by Beneficiary. All insurance policies shall include a standard mortgage clause (without contribution in favor of and acceptable to Beneficiary). Without limiting the foregoing, such insurance shall include the following:

(a) **Commercial General Liability Insurance.** At all times, Trustor shall provide permanent "Commercial General Liability" insurance written for primary coverage with respect to the Premises or arising out of the maintenance, use, occupancy, or enjoyment thereof, with a single limit per accident or occurrence of not less than \$1,000,000.00 and an aggregate amount of coverage of \$3,000,000. If such insurance is from a blanket insurance policy covering multiple locations, Beneficiary may require a location endorsement for the amounts set forth above. If such insurance is a "claims made" policy, Beneficiary may also require "tail coverage." The

policy shall name "Charlie Openshaw and his successors and assigns" as the "Mortgagee" and "Loss Payee."

(b) **Property and Casualty Insurance.** Trustor shall provide Coverage Against All Peril and/or Builder's All Risk in the amount of 100% of the replacement cost of all Improvements located or to be located on the Land. During any period in which any Improvements are being constructed, Trustor shall provide "Builder's All Risk" insurance with completed operations coverage and extended coverage insurance against loss or damage by fire, lightning, windstorm, hail, explosion, raid, civil calamity, motor vehicles, aircraft, smoke, theft, malicious mischief, and other risks from time to time covered under extended coverage policies in an amount not less than one hundred percent (100%) of the full replacement cost of the Improvements and with an agreed value endorsement. Trustor shall convert the Builder's All Risk insurance required hereby to permanent insurance required hereby upon completion of each Improvement, and as and when provided for by the policy or policies of such insurance, so that all Improvements are fully insured at all times and that no gaps in coverage exist. If the policy is written on a CO-INSURANCE basis, the policy shall contain an AGREED AMOUNT ENDORSEMENT as evidence that the coverage is in an amount sufficient to insure the full amount of the Secured Obligations. The policy shall include a betterment and increased cost endorsement permitting any new construction to comply with new codes and building techniques. The policy shall name "Charlie Openshaw or his successors and assigns" as the "Lender Loss Payee" or "Mortgagee Loss Payee."

(c) **Worker's Compensation and Disability Insurance.** At any time during which any construction is occurring on or about the Premises and with respect to any activities conducted by Trustor or its employees on the Premises, Trustor shall provide worker's compensation and disability insurance as required by law against liability from claims of employees and workmen. Trustor shall require any contractor or subcontractor employed to perform work on or about the Premises to deliver a certificate of workman's compensation and disability insurance prior to the commencement of any work.

(d) **Flood Insurance.** If any building, structure, or Improvement on the Land is located in an area designated by the Federal Insurance Administration, Department of Housing and Urban Development, or the Federal Emergency Management Agency as a "Special Flood Hazard Zone," Trustor shall be required to provide and maintain flood insurance in the maximum amount available under the amount of the Note, naming "Charlie Openshaw and his successors and assigns" as the "Lender Loss Payee" or "Mortgagee Loss Payee", and which otherwise satisfies any law or regulation to which Beneficiary is subject. In lieu of such insurance, Trustor shall provide evidence satisfactory to Beneficiary that no Improvements are located in a Special Flood Hazard Zone.

(e) **Other Insurance.** Any other coverage that Beneficiary may from time to time deem necessary, including but not limited to any types and amounts of insurance with respect to the Premises and the operation thereof which are commonly maintained in the case of other property and buildings similar to the Premises in nature, use, location, height, and type of construction, as may from time to time be required by Beneficiary.

All policies of insurance required pursuant to this Section 2.03 shall be in form and substance acceptable to Beneficiary and issued by insurance companies acceptable to Beneficiary. No insurance company shall be acceptable to Beneficiary unless it has a company rating of not less than "A" and a financial rating of not less than Class X in the most recent edition of "Best's Insurance Reports." Beneficiary shall be named as an "additional insured" under the Commercial General Liability Insurance,

and as a "mortgagee loss payee" under the builders "all risk" and property and casualty insurance policies, with an endorsement insuring that the payment for all claims will be made either to Beneficiary or jointly to Beneficiary and Trustor. All policies shall contain a provision that such policies will not be canceled, terminated, or materially amended or altered without at least thirty (30) days' prior written notice to Beneficiary. Where applicable, all policies shall have "agreed value" endorsements. If Trustor fails to provide, maintain, keep in force or deliver to Beneficiary the policies of insurance required by this Section 2.03, Beneficiary may, but without any obligation to do so, procure such insurance for such risks covering Beneficiary's interest, and Trustor shall pay all premiums thereon promptly upon demand by Beneficiary. If Trustor fails to pay any premiums after demand by Beneficiary, Beneficiary, at Beneficiary's option, may advance any sums necessary to maintain and to keep in force such insurance or any other insurance covering Beneficiary's interest (which other insurance may be for different coverage or reduced amounts than the insurance coverage required under this Section 2.03). Any sums so advanced, together with interest on such sums at the Default Rate under the Reimbursement Agreement, shall be secured by this Trust Deed. Trustor shall deliver to Beneficiary a copy of the original of each of the policies of insurance that Trustor is required to obtain and maintain, or cause to be provided and maintained, under this Trust Deed. Trustor shall provide evidence of such insurance coverage that is satisfactory to Beneficiary, including insurance certificates sometimes known or referred to as "ACORD 27" or "ACORD 28" certificates. Trustor hereby assigns to Beneficiary any return of unearned premium which may be due upon cancellation of any such policies for any reason and directs the insurers to pay Beneficiary any amount so due; provided, however, that so long as no Event of Default shall then exist, Beneficiary agrees that such amount may be paid by the insurer(s) to Trustor.

2.04 Losses and Claims Covered by Insurance. In the event of any loss, damage, or casualty that is covered by insurance required under this Trust Deed, Trustor shall give immediate notice to Beneficiary and the insurer. If Trustor fails to give such notice, or at any time during which an Event of Default is continuing, Beneficiary may make proof of loss on any insurance policy, and may settle and adjust all claims thereunder. Provided (a) no Event of Default has occurred and is continuing; (b) the amount of any insurance proceeds (plus any other funds committed by Trustor and delivered to Beneficiary or otherwise made available, as determined by Beneficiary in its sole discretion) are sufficient to restore and repair fully any damage or destruction to the insured property to the same or better condition prior to such destruction; (c) any restoration or repair can be completed prior to the maturity date of the Secured Obligations; (d) Trustor provides evidence satisfactory to Beneficiary that any lease of the Premises will not be terminated prior to the time all restorations and repairs shall be completed; and (e) Trustor provides evidence satisfactory to Beneficiary that Trustor can satisfy any payment obligations on the Secured Obligations during the period of any restoration or repair, then in such event Trustor may use the insurance proceeds to restore and repair any damage to the insured property; provided, however, Beneficiary may, in its discretion, receive such insurance proceeds and control the disbursement thereof in accordance with Beneficiary's practices and procedures for disbursements on construction loans. If any of the conditions described in clauses (a) through (e) in the preceding sentence have not been met to the satisfaction of Beneficiary, Beneficiary may, in its discretion, use or permit the use of any insurance proceeds to make partial restoration or repairs or may apply the same against the Secured Obligations.

2.05 Taxes and Impositions. Trustor shall pay, prior to delinquency, all taxes, assessments (general and special), and ground rents affecting, assessed against, or otherwise related to the Premises, including without limitation all assessments upon water company stock. If requested by Beneficiary, Trustor shall provide evidence reasonably satisfactory to Beneficiary that such taxes and assessments have been timely paid. After the occurrence of an Event of Default or the failure by Trustor to pay any tax, assessment, insurance premium, or ground rent when due, Trustor shall pay to Beneficiary, should Beneficiary so require, on the first day of each month and until the Secured Obligations are paid in full, an amount equal to one-twelfth of the sum of: (a) the yearly taxes and assessments which may attain

priority over this Trust Deed, (b) any ground rents on the Land, (c) assessments of water stock or water rights used in connection with the Land, and (d) the yearly premium installments for insurance required to be provided by Trustor hereunder (collectively, the "Impositions"). The Impositions shall be held in an account in the name of Trustor but over which Beneficiary has exclusive control. Beneficiary shall apply the Imposition to pay said taxes, assessments, insurance premiums, and ground rents, if any. Beneficiary may not charge for so holding and applying the Impositions, analyzing said account or verifying and compiling said assessments and bills, unless Beneficiary pays Trustor interest on the Impositions and applicable law permits Beneficiary to make such a charge. The Impositions are pledged as additional security for the sums secured by this Trust Deed. If the amount of the Impositions held by Beneficiary, together with the future monthly installments of Impositions payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Trustor's option, either promptly repaid to Trustor or credited to Trustor on monthly installments of Impositions. If the amount of the Impositions held by Beneficiary shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Trustor shall pay to Beneficiary any amount necessary to make up the deficiency within thirty (30) days from the date notice is mailed by Beneficiary to Trustor requesting payment thereof.

2.06 Compliance with Law. Trustor shall promptly comply with all laws, statutes, ordinances, regulations, rules, orders and requirements of any Governmental Authority having or claiming jurisdiction with reference to the Premises or any part thereof or the manner of creating, developing, constructing, using, operating or maintaining the same, or any portion thereof, whether now existing or hereafter enacted, including but not limited to all environmental, hazardous waste and accessibility laws, statutes, ordinances, regulations and rules (collectively, the "Governmental Requirements"). All applicable zoning, building, occupational safety and health, energy, environmental, accessibility and hazardous waste laws, codes, ordinances and regulations, and all applicable restrictive covenants affecting the Premises permit the use and occupancy thereof for its intended purposes and have been or will in due course be complied with.

2.07 Defense of Title; Discharge of Liens. Trustor represents and warrants to Beneficiary that, at the time of the execution and delivery of this Trust Deed, as well as on the date of recording hereof, (i) Trustor is and will be the lawful owner, and is in quiet and peaceful possession, of the Premises, and has good and marketable title thereto subject only to Permitted Encumbrances, and Trustor is lawfully seized of the Premises in fee simple and has good and marketable title thereto; (ii) Trustor is the lawful owner and is in quiet and peaceful possession of, and has good, marketable and indefeasible title to, all of the other Collateral; and (iii) Trustor has full right, power and lawful authority to give this Trust Deed.

2.08 Rights of Beneficiary in Receivership, Insolvency or Bankruptcy. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, readjustment, composition, dissolution, liquidation, termination or other judicial proceedings affecting Trustor or any of the Collateral, Trustor shall give Beneficiary immediate written notice thereof, and Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claims allowed in such proceedings for the entire amount due and payable under the Note and this Trust Deed at the date of institution of such proceedings, and for any additional amounts which may become due and payable by Trustor after such date, including but not limited to all of Beneficiary's costs, expenses and attorneys' and paralegals' fees incurred in connection with such claims.

(a) In the event that Trustor or either of them should seek protection under Title 11 of the United States Code (as such statute or any such successor statute may now or hereafter be

in effect, the “Bankruptcy Code”), or should Trustor or either of them or the Guarantor be adjudicated a debtor thereunder, Trustor hereby consents to relief from the automatic stay pursuant to 11 USC § 362(d) to allow Beneficiary to proceed to, and obtain, a final judgment of foreclosure of this Trust Deed, to complete a foreclosure sale pursuant thereto, to cause the issuance of a certificate of title pursuant thereto, and to otherwise take all such actions as Beneficiary may elect in its sole discretion in pursuance of the other rights and remedies available to Beneficiary in the case of a default under this Trust Deed. Trustor hereby waives any protection under 11 USC § 362(a).

(b) The lien of this Trust Deed attaches to all of Trustor’s rights and remedies at any time arising under or pursuant to § 365 of the Bankruptcy Code, including without limitation, all of Trustor’s rights to remain in possession of the Premises.

2.09 Performance in Trustor’s Stead. Should Trustor fail to make any payment or to do any act as required herein, then Trustee or Beneficiary may, but without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof: (a) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, and in so doing Trustee or Beneficiary is authorized to enter upon the Premises for such purposes; (b) commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Trustee or Beneficiary; (c) pay, purchase, contest, settle, discharge, or compromise any lien which in the judgment of Trustee or Beneficiary appears to be prior or superior to the lien granted in this Trust Deed; and (d) in exercising any such powers or rights, incur any liability and expend such sums as it in its absolute discretion may deem necessary therefor, including without limitation the cost of completing any improvements, the cost of evidence of title, and the costs of retaining counsel. Trustor agrees to pay immediately on demand all sums expended hereunder by Trustee or Beneficiary, with interest from date of expenditure at the Default Rate set forth in the Note, and the repayment thereof shall be secured by this Trust Deed.

2.10 Restrictions on Transfers. Trustor shall not Transfer (as hereinafter defined) the Collateral or any part thereof without first obtaining the written consent of Beneficiary. Any such Transfer, if Beneficiary shall not so consent, shall constitute an Event of Default under the terms of this Trust Deed and the Note, and upon the occurrence thereof Beneficiary may, at its election, (i) declare the Secured Obligations to be immediately due and payable, in full, without notice to Trustor (which notice Trustor hereby expressly waives), and upon such declaration the Secured Obligations shall be immediately due and payable, in full, irrespective of the maturity date and of anything herein or in the Note to the contrary notwithstanding, and (ii) cause this Trust Deed to be foreclosed and the Collateral sold in accordance with law. Should Beneficiary give its consent to any Transfer, Beneficiary may require, as a condition to such consent, the payment of a transfer fee or such other condition as it, in its sole discretion, deems appropriate. As used herein, a “Transfer” means any voluntary or involuntary assignment, transfer, conveyance, pledge, encumbrance, hypothecation, sale, or disposition, or an agreement to assign, transfer, convey, pledge, encumber, hypothecate, sell, or dispose of, all or any part of the Collateral.

2.11 Permitted Actions by Trustee. Without affecting the liability of any person, party or entity, including Trustor, for the payment of any Secured Obligations or for the performance of any obligation herein set forth, the other rights, powers or remedies of Trustee or Beneficiary hereunder, or the lien or charge of this Trust Deed on the remainder of the Collateral for the full amount of any Secured Obligations unpaid, or the priority of said lien or charge, Trustee or Beneficiary, or any person or entity acquiring an interest in the Collateral or any part thereof may at any time and from time to time, without notice, with or without consideration, and without liability:

- (a) Release any person, party or entity liable for the payment of any of the Secured Obligations or for performance hereof from such liability;
- (b) Extend the maturity or otherwise extend or alter the time or terms of, or grant any forbearance with respect to, payment of any of the Secured Obligations;
- (c) Add to, substitute or release any property or other security securing the Secured Obligations;
- (d) Take and accept additional security for the Secured Obligations, including but not limited to trust deeds,
- (e) Waive or fail to exercise any right or remedy granted herein or in the Note or grant other indulgences and make compositions or other arrangements with debtors;
- (f) Consent to the making of any subdivision map or plat of the Premises;
- (g) Join Trustor in granting or creating any easement, covenant, condition or restriction affecting the Premises; and/or
- (h) Join in any extension, subordination or other agreement affecting this Trust Deed or the lien or charge hereof.

2.12 **Further Assurances.** Trustor shall promptly execute and deliver to Beneficiary such other documents and instruments as Beneficiary may reasonably request to further effect or perfect Beneficiary's security interest in the Collateral. Trustor shall do such other acts as Beneficiary may reasonably request to carry out more effectively the purposes of this Trust Deed and to subject any property intended to be covered or intended to be covered by this Trust Deed to the lien of Beneficiary created herein.

2.13 **Contaminants.** Trustor represents and warrants to Beneficiary that to the best of Trustor's knowledge (a) no "Contaminant" has been stored, or improperly used, disposed of, discarded, dumped, or abandoned by any person or entity on, in or under the Premises; and (b) Trustor has complied with all applicable federal, state and local laws, rules, ordinances and regulations relating to the storage, transportation, and disposal of Contaminants on, in or under the Land or the Improvements. Trustor hereby agrees to indemnify, hold harmless and defend (by counsel of Beneficiary's choice) Trustee and Beneficiary, and their respective directors, officers, employees, agent, successors and assigns, from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including but not limited to attorneys' fees and expenses), arising directly or indirectly, in whole or in part, out of any activity carried on or undertaken on or off the Premises, during the term of this Trust Deed, and whether by Trustor or any employees, agents, contractors or subcontractors of Trustor, or any third persons or entities at any time occupying or present on the Premises, in connection with the handling, treatment, removal, storage, decontamination, clean-up, transport or disposal of any Contaminants at any time located or present on or under the Premises; provided, however, such duty to indemnify, defend, and hold harmless shall not apply to matters arising from the willful misconduct of Beneficiary, Trustee, or their agents or employees. The foregoing indemnity shall further apply to any residual contamination on or under the Premises, or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, storage, transport or disposal of any such Contaminants, and irrespective of whether any of such activities were or will be undertaken in accordance with

applicable laws, regulations, codes and ordinances. Trustor hereby acknowledges and agrees that, notwithstanding any other provision of this Trust Deed or the Note to the contrary, including without limitation any “non-recourse” or “limited recourse” clauses, the obligations of Trustor under this Section 2.13, shall be unlimited personal obligations of Trustor and shall survive any foreclosure under this Trust Deed, any transfer in lieu thereof, and any satisfaction of the obligations of Trustor in connection with the Secured Obligations. Trustor acknowledges that Beneficiary would not make the financial accommodation evidenced by the Note but for the personal liability undertaken by Trustor for the obligations under this Section 2.13.

ARTICLE 3. MUTUAL COVENANTS AND AGREEMENTS

3.01 Condemnation Awards. Should the Premises or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, Beneficiary shall be entitled to all compensation, awards, and other payments for relief therefor (collectively, the “Awards”). Beneficiary 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 Awards, and all rights of action and proceeds with respect thereto, are hereby assigned to Beneficiary as part of the Collateral. Beneficiary may, after deducting therefrom all its expenses, including attorneys’ fees pertaining to such proceedings, apply any Award against the Secured Obligations. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Trustee or Beneficiary may require.

3.02 Plats, Easements, and Reconveyances. At any time and from time to time upon written request of Beneficiary, payment of its fees, and presentation of this Trust Deed, without affecting the liability of any person or entity for the payment of the Secured Obligations, Beneficiary may (a) consent to the making of any map or plat of the Land; (b) join in granting any easement or creating, any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the Premises. 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 the truthfulness thereof. Trustor agrees to pay for the reasonable fees of Beneficiary for any of the services mentioned in this Section 3.02.

ARTICLE 4. ASSIGNMENT OF LEASES AND RENTS

4.01 Assignment. Trustor hereby absolutely and unconditionally assigns to Beneficiary all leases, subleases, rents, issues, profits, and income with respect to or in any manner arising from the Collateral or the use or enjoyment thereof, whether the same are presently existing or hereafter created or arising. The assignment granted in this Article 4 shall be deemed an absolute and immediate assignment. Nevertheless, until the occurrence of an Event of Default, Trustor shall have a revocable license to collect and use all such rents, issues, royalties, profits, and income which become payable, and have been collected, prior to such default. Upon the occurrence of an Event of Default, Trustor’s license to collect any of such moneys shall automatically cease, with or without notice from Beneficiary, and Beneficiary shall have the right to collect all such rents, royalties, issues, profits, and income. Beneficiary may enforce such right with or without taking possession of the Collateral, whether or not Beneficiary has commenced any foreclosure or similar proceedings, and without regard to the adequacy of any other Collateral to satisfy the Secured Obligations or the danger of any of the Collateral being lost, damaged, destroyed, or consumed. Beneficiary may endorse and deposit any check or other item evidencing payments received under this Section 4.01, either in its own name or that of Trustor, and for such purpose Trustor irrevocably appoints Beneficiary as Trustor’s attorney-in-fact. 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 or the failure to exercise by Beneficiary to collect any monies hereunder, shall be construed as 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 Trust Deed to any such tenancy, lease or option.

ARTICLE 5. EVENTS OF DEFAULTS; REMEDIES

5.01 **Events of Default.** The occurrence of any of the following events or the existence of any of the following conditions shall constitute an "Event of Default" under the terms of this Trust Deed:

(a) The occurrence of an "Event of Default," as defined in the Note, and the continuance thereof beyond any period of grace or cure granted in such documents.

(b) Any representation or warranty made by Trustor in this Trust Deed is untrue in any material respect at the time when made.

(c) Any bankruptcy, insolvency, reorganization, receivership, liquidation, dissolution, arrangement for the benefit of creditors, or similar proceeding is instituted by or against Trustor, or any other person or entity who may be directly or indirectly liable for any portion of the Secured Obligations, or with respect to any of the Collateral; provided, however, if such proceedings are involuntary, the putative debtor shall have sixty (60) days from the commencement thereof to have the same dismissed.

(d) Trustor or either of them defaults in the performance of any other duty, obligation, covenant, or undertaking contained in this Trust Deed or the Note, whether presently existing or hereafter arising, other than a matter constituting a separate and distinct event of default under this Trust Deed, and the continuance of the same without cure beyond any period of grace granted for such default, or if no period of grace is granted, then for a period of thirty (30) days after notice from Trustee or Beneficiary; provided, however, if the default is not primarily of a monetary nature and is of a type or nature that cannot reasonably be cured within such 30-day period, Beneficiary will give Trustor a reasonable period of time (but not exceeding ninety (90) days) to cure such default provided that: (i) within such 30-day period, Trustor notifies Beneficiary of the actions that Trustor intends to take to effect such cure, which actions shall be acceptable to Beneficiary as determined by Beneficiary in its reasonable discretion, (ii) Trustor commences appropriate actions to effect the cure within such 30-day period and diligently pursues the same to completion, and (iii) the rights and interests of Beneficiary under this Trust Deed, the Note, and in the Collateral shall not be materially adversely affected by any delay during which Trustor is attempting to effect such cure.

5.02 **Remedies.** Time is of the essence hereunder. Upon the occurrence of an Event of Default hereunder, the Secured Obligations shall become immediately due and payable in their entirety without notice, presentment, or demand, all of which are hereby waived by Trustor. 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 Secured Obligations, enter upon and take possession of the Collateral or any part thereof. Beneficiary may, in its own name or that of Trustor, sue or otherwise collect any rents, issues, profits, or other income constituting part of the Collateral, including those past due and unpaid. Beneficiary may settle, discharge, abandon, compromise, or otherwise deal with any claim pertaining to the Collateral upon such terms and conditions as Beneficiary in good faith deems necessary or appropriate. Any sums or monies collected by Beneficiary, less the costs and expenses of operation and collection, including reasonable attorneys' fees, shall be applied against the Secured Obligations in such

order or priority as Beneficiary may determine. The entering upon and taking possession of the Collateral, the collection of such rents, issues, and profits, or the collection of proceeds of fire and other insurance policies or condemnation awards, and the application or release thereof as aforesaid, shall not cure or waive any Event of Default or notice of default hereunder, nor shall it invalidate any act done pursuant to such notice. Beneficiary shall have all of the rights and remedies of a secured creditor under applicable law. The failure on the part of Beneficiary to promptly enforce any right or pursue any remedy hereunder shall not operate as a waiver of such right or remedy; the waiver by Beneficiary of any default shall not constitute a waiver of such right or remedy; and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

5.03 Foreclosure or Exercise of Power of Sale. Upon the occurrence of an Event of Default, Beneficiary may elect to foreclose this Trust Deed judicially as a trust deed or to exercise the power of sale granted herein. If Beneficiary elects to exercise the power of sale, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause the Premises to be sold to satisfy the Secured Obligations, and Trustee shall file such notice for record in the county in which the Premises is located. The initial election by Beneficiary to pursue a judicial foreclosure or trustee's sale shall not constitute an election of remedies or otherwise prevent Beneficiary from stopping or suspending the pursuit of a particular remedy and, instead, pursuing any other remedy. In pursuing any remedy, Beneficiary shall comply with, and be entitled to the benefits of, all applicable laws at the time such remedy is pursued, including, without limitation, those applicable to the exercise of the power of sale pursuant to the trust deed statutes then in effect; provided, however, if the trust deed statutes have been repealed or the remedies therein have been, in Beneficiary's opinion, curtailed, then Beneficiary may, if the statutes so permit, apply applicable law at the time this Trust Deed is executed.

5.04 Foreclosure Expenses. Trustor acknowledges that, as a result of any default hereunder, Trustee or Beneficiary may elect to obtain title or foreclosure reports, title policies in favor of purchasers at any foreclosure or trustee's sale, appraisals, environmental site assessments, engineering and building inspection reports, the services of attorneys, and other professional services to determine the condition, status, and value of the Collateral or to assist it in any foreclosure proceeding or the exercise of the power of sale granted herein. Such costs and expenses are a foreseeable consequence of an Event of Default and the pursuit of Beneficiary's remedies as a result thereof, whether incurred in connection with a judicial foreclosure, trustee's sale, or deed-in-lieu of foreclosure. All costs and expenses incurred in connection therewith shall be secured by this Trust Deed, and Trustor agrees to reimburse Trustee or Beneficiary for the same upon demand, together with interest thereon at the default rate, if any, prescribed in the Note.

5.05 Power of Sale. If Beneficiary exercises the power of sale granted herein and under the trust deed statutes of the State of Utah, Trustee and Beneficiary shall follow the procedures required by law for the exercise of such power of sale. At the date, place and time designated for the trustee's sale, Trustee, without demand on Trustor, shall sell the Premises 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 or, with the consent of Beneficiary, within a reasonable time thereafter. The person conducting the sale may for any cause he deems expedient, postpone the sale from time to time until it shall be completed in accordance with applicable law, and in every such case notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale or as otherwise required by law. Trustee shall execute and deliver to the purchaser its Trustee's Deed conveying the Premises so sold, but without any covenant or warranty, express or implied. The recitals in the Trustee's Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person or entity, including Beneficiary, may bid at the sale and purchase all or any part of the Premises. If Beneficiary bids at any foreclosure sale, it may "credit bid" all or any part of the Secured Obligations owed to it. Beneficiary may also sell

any of the Personal Property at the trustee's sale in accordance with applicable law. Trustor hereby agrees that any notice of sale with respect to the Premises may also include notice of sale of any Personal Property, and agrees that such notice shall be commercially reasonable in all respects and for all purposes, including those of the Uniform Commercial Code. Trustee shall apply the proceeds of the sale to the payment of (1) the costs and expenses of exercising the power of sale, including the payment of the reasonable Trustee's and attorneys' fees and other costs and expenses actually incurred by Trustee and Beneficiary; (2) the cost of any evidence of title procured in connection with such sale and revenue stamps on any Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest from date of expenditure as provided herein; (4) the Secured Obligations and all other sums then secured hereby; and (5) the remainder, if any, to the persons or entities legally entitled thereto, or Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of Salt Lake County, State of Utah.

5.06 Successor Trustee. 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 the Premises or some part thereof is situated, a substitution of trustee as required by law. 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.

5.07 Security Agreement under Uniform Commercial Code. This Trust Deed is also intended to be a security agreement within the meaning of the Utah Uniform Commercial Code (the "UCC") with respect to the Personal Property and any other part of the Collateral which may be classified as property subject to Article 9a of the UCC (collectively, the "UCC Property"), and Trustor hereby assigns and grants to Beneficiary a security interest in the UCC Property. Beneficiary shall have all rights and remedies of a secured creditor with respect to the UCC Property as provided by law. Upon the occurrence of an Event of Default hereunder, Beneficiary shall be entitled to all of the benefits of, and may pursue any remedy with respect to, the UCC Property in accordance with the provisions of the UCC. Without limiting the foregoing, Beneficiary may, in its discretion, cause all or any part of the UCC Property to be sold separately or as part of the Premises in connection with any foreclosure or trustee's sale of the Premises. Trustor agrees that any sale of the UCC Property in connection with and as part of a foreclosure or trustee's sale of Premises shall be commercially reasonable and that any notice required to be given in connection with any foreclosure or trustee's sale of the Premises shall be commercially reasonable. Trustor agrees to cooperate with Beneficiary by assembling the UCC Property and make it available to Beneficiary at such place as Beneficiary may reasonably designate.

5.08 Financing Statement and Fixture Filing. This Trust Deed is intended to be a financing statement and fixture filing pursuant to the UCC with respect to the UCC Property. A photocopy of this Trust Deed may be filed with the Utah Department of Commerce, Division of Corporations and Commercial Code, as a financing statement. By filing this Trust Deed with the county recorder in which the Land is located, this Trust Deed shall also constitute a fixture filing satisfying the requirements of the UCC. The mailing address of Trustor is set forth below. Information concerning the security interest created by this instrument may be obtained from Beneficiary, as secured party, or Trustor, as grantor and as debtor, at the addresses set forth below:

- a. Names and addresses of Debtors (Grantors): Denise Rucker
2147 West Rainy Brook Court
Riverton, Utah 84065

- | | | |
|----|---|---|
| b. | Name and address of Secured Party: | Charlie Openshaw
2230 North University Parkway, Bldg. 6-C
Provo, Utah 84604 |
| c. | Description of the types (or items) of property covered by this Financing Statement: | See Section 1.02 of this Trust Deed, above. |
| d. | Description of real property to which the collateral is attached or on which the collateral is located: | See Exhibit A of this Trust Deed. |

5.09 **Authorization to File Financing Statements.** Trustor hereby irrevocably authorizes Beneficiary at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of the debtor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9a of the Uniform Commercial Code of the state having jurisdiction over the security interest or such filing, or (ii) as being of an equal or lesser scope or with greater detail; and (b) provide any other information required by part 5 of Article 9a of the Uniform Commercial Code of the state having jurisdiction over the security interest or such filing for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the debtor is an organization, the type of organization and any organizational identification number issued to the debtor and, (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Trustor agrees to furnish any such information to Beneficiary promptly upon Beneficiary's request. Trustor also ratifies its authorization for Beneficiary to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

ARTICLE 6. GENERAL PROVISIONS

6.01 **Successors and Assigns.** This Trust Deed shall apply to, inure to the benefit of, and shall be binding on, Trustor, Trustee, and Beneficiary, and their respective heirs, legatees, devisees, administrators, executors, successors and assigns, subject, however, to the restrictions on assignment contained herein.

6.02 **Joint and Several Liability.** If more than one person or entity is signing as Trustor, the term "Trustor" shall refer to such persons or entities individually and jointly, and all obligations and liabilities of such Trustors hereunder shall be joint and several.

6.03 **Acceptance by Trustee.** Trustee accepts the trust created by this Trust Deed when this Trust Deed has been duly executed, acknowledged, and made a public record as provided by law. Trustee is not obligated to notify any party hereto of any pending sale under any other deed of trust, trust deed, or security agreement, or of any action in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee and then only to the extent provided herein.

6.04 **Construction; Severability.** Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law. The unenforceability or invalidity of any term, covenant, condition, agreement or provision of this Trust Deed shall not render any other term, covenant, condition, agreement or provision unenforceable or invalid and all terms, covenants,

conditions, agreements and provisions shall remain valid and enforceable to the fullest extent permitted by law.

6.05 Notice. Except for any notice required under applicable law to be given in another manner, any notice or other communication required or permitted to be given hereunder and any approval by any party shall be in writing and shall be personally delivered or delivered by overnight courier, or deposited in an official depository of the United States Postal Service, first-class postage prepaid, by registered or certified mail, return receipt requested, to the other party or parties at the addresses listed below. All notices and other communications shall be deemed to have been duly given on (a) the date of receipt thereof (including all required copies thereof as set forth below) if delivered personally or by overnight courier, or (b) three (3) business days after the date of mailing thereof (including all required copies thereof as set forth below) if transmitted by mail. Each party may change its address for receipt of notices by a notice given to the other parties in accordance with this provision; provided, however that Trustor may change the address to which notice shall be sent only by sending to Beneficiary, by certified or registered mail, return receipt requested, written notice requesting that notice be sent to a different address. Notices shall be addressed as follows:

If to Trustor: Denise Rucker
2147 West Rainy Brook Court
Riverton, Utah 84065

If to Beneficiary: Charlie Openshaw
2230 North University Parkway, Bldg. 6-C
Provo, Utah 84604

If to Trustee: Benjamin J. Kotter
Dorsey & Whitney LLP
136 South Main Street, Suite 1000
Salt Lake City, Utah 84101

6.06 Governing Law. This Trust Deed shall be construed according to the laws of the State of Utah.

6.07 Request for Notice of Default. Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to it at its address set forth in Section 6.05 of this Trust Deed; provided, however, such notices may, at the election of Trustee or Beneficiary, be sent to any other address for Trustor which Trustee or Beneficiary reasonably and good faith deem to be correct and appropriate.

6.08 Indemnification. Trustor agrees to indemnify, defend, and hold harmless Trustee, Beneficiary, and their respective parents, affiliates, employees and agents, from and against any loss, liability, demand, judgment, cost, expense, or other claim made or asserted against them with respect to, or in any manner arising from, this Trust Deed or the performance of any act or omission in connection herewith (the "Indemnified Claims"); provided, however, the Indemnified Claims shall not include any matter arising solely from the gross negligence or willful misconduct of the person or entity seeking such indemnification. Without limiting the foregoing, Indemnified Claims include those matters arising from any unsafe or dangerous condition of the Collateral; any injury sustained by any licensee, employee, or invitee on the Premises; and any environmental claim made or arising with respect to the condition of the Premises, any hazardous substance or material located thereon, or the protection of the environment or the public health. This Section 6.08 shall survive the exercise of any right or remedy provided herein, the

payment of the Secured Obligations, and the release, reconveyance, or discharge of this Trust Deed or the security interests granted herein.

6.09 Counterparts. This Trust Deed may be executed simultaneously in two or more counterparts, each of which, standing alone, shall be an original, but all of which shall constitute only one agreement.

6.10 Release. Should Trustor pay the Secured Obligations, and perform its other obligations hereunder, in full, the Collateral shall be released, at the expense of Trustor. In such event, upon written request of Trustor stating that such full performance and payment have occurred, and upon payment of the fees of Trustee or Beneficiary, Beneficiary shall release the Collateral or so much thereof as then remains subject hereto from the lien of this Trust Deed, at Trustor's expense.

6.11 Cumulative Nature of Rights, Remedies and Powers; No Waiver.

(a) To the extent permitted by applicable law, each and every right, power, remedy and security herein specifically conferred upon or given to Beneficiary or Trustee and the security hereof shall be cumulative and concurrent, shall not be deemed to be exclusive and shall be deemed to be in addition to, and not in substitution for, any and every other right, power, remedy or security, existing or implied, given or now or hereafter existing hereunder, under the Note, at law, in equity, by statute or pursuant to contract, and each and every right, power, remedy and security herein specifically given or otherwise so existing may be separately, independently or concurrently exercised from time to time, as often and in such order as may be deemed expedient by Beneficiary, and the exercise or the beginning of the exercise of one right, power, remedy or security shall not be deemed to be an election of remedies or a waiver of the right to exercise at the same time or thereafter any other right, power, remedy or security. Beneficiary and Trustee may pursue inconsistent remedies. Beneficiary and Trustee shall have all rights, powers and remedies available under the law in effect now and/or at the time such rights, powers and remedies are sought to be enforced, whether or not they are available under the law in effect on the date hereof.

(b) If Beneficiary at any time holds any additional security for any Secured Obligations, whether by mortgage, pledge, lien, security interest, assignment or otherwise, Beneficiary may at any time enforce the sale or disposition thereof, at its option, either before, contemporaneously with, or after the exercise of any right, power, remedy or security granted hereunder, and neither the acceptance of, nor the enforcement or realization upon, any such additional security shall in any way affect the right of either of Beneficiary or Trustee to exercise any right, power, remedy or security herein conferred, except as and to the extent required by law. The acceptance of this Trust Deed and the exercise of any remedy herein conferred shall not in any manner (except as and to the extent required by law) affect the right of Beneficiary to realize upon or enforce any other security now or hereafter held by Beneficiary as security for any Secured Obligations. Neither Trustor nor anyone claiming by, through or under Trustor shall set up, claim or seek to take advantage of any appraisal, valuation, stay, moratorium, extension, exemption or redemption laws, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Trust Deed or the sale of the Collateral.

(c) No consent to or waiver of any Event of Default shall be deemed or construed to exist by reason of any curative action initiated by Beneficiary or Trustee or any other course of conduct or in any other manner whatsoever except by a writing duly executed by Beneficiary or Trustee, as the case may be, and then only for the single occasion to which such writing is addressed. No waiver by Beneficiary or Trustee of any provision hereof or of any default or

Event of Default hereunder shall be implied from the conduct of the parties. Any such waiver must be in writing and must be signed by the party against which such waiver is sought to be enforced. The waiver or release by Beneficiary or Trustee of any breach of the provisions, covenants and conditions set forth herein on the part of Trustor or either of them to be kept, obeyed and performed, or of any default or Event of Default hereunder, shall not be deemed to be a waiver or release of any preceding or subsequent breach of the same or any other provision, covenant or condition contained herein and shall not be construed or deemed to be a waiver of any prior or subsequent default or Event of Default hereunder. Any payment made in accordance with the terms of the Note by any person or entity at any time liable for the payment of the whole or any part of the sums now or hereafter secured by this Trust Deed, by any subsequent owner of any Collateral, or by any other person or entity whose interest in any Collateral might be prejudiced in the event of a failure to make such payment (or by any partner, stockholder, member, officer, manager or director of any such person or entity), shall be deemed, as between Beneficiary or Trustee, as the case may be, and all such persons or entities who at any time may be so liable or may have an interest in any Collateral, to have been made on behalf of all such persons or entities. The acceptance by Beneficiary or Trustee of payment of any sum or performance of any obligation secured hereby after its due date, or after the giving of a notice of default, shall not constitute or be deemed or construed to be a waiver of any preceding default by Trustor or either of them hereunder or of Beneficiary's or Trustee's rights either to require prompt, full payment of all other sums and prompt, full performance of all other obligations secured hereby, when due, or to declare an Event of Default for any failure so to pay or perform the same, or to be a waiver of any right to proceed with a foreclosure pursuant to any such notice of default, or any right to demand payment and performance in full of the Secured Obligations. The acceptance by Beneficiary or Trustee of any sum in an amount less than the sum then due shall constitute a cure of the default in payment only of the particular sum so accepted, and shall not constitute a waiver of the obligation of Trustor to pay the remainder of the entire sum then due or of any rights or remedies of Beneficiary or Trustee with respect thereto. Trustor's failure to pay the entire sum then due shall be and continue to be an Event of Default, notwithstanding the acceptance of partial payment, and Beneficiary shall nevertheless at all times thereafter be entitled to declare an Event of Default and to exercise all of the rights, powers and remedies conferred herein; and the right to proceed with a sale under any notice of default and election to sell shall in no way be impaired, whether or not such partial payment is received prior to or subsequent to such notice. No payment by Trustor or receipt by Beneficiary or Trustee of a lesser amount than the full amount secured hereby shall be deemed to be other than on account of the sums due and payable hereunder, nor shall any endorsement or statement on any check or in any correspondence accompanying any check or payment be deemed to be or to result in an accord and satisfaction, and each of Beneficiary and Trustee may accept any check or other payment without prejudice to Beneficiary's or Trustee's rights to recover the balance of such sums or to pursue any other remedy which it may have for Trustor's failure to pay the same.

(d) Beneficiary shall not be required to marshal assets, and Trustor hereby waives any requirement that Beneficiary do so and consents to the sale of the Collateral in its entirety or in separate parcels, as Beneficiary may elect.

**[Remainder of Page Intentionally Left Blank.
Signature Page Follows Immediately.]**

IN WITNESS WHEREOF Trustor has caused these presents to be executed as of the day and year first above written.

DENISE RUCKER

Denise Rucker

Denise Rucker

STATE OF UTAH)
)
:ss.
COUNTY OF SALT LAKE)



On the 4 day of ~~October~~^{NOV}, 2013, personally appeared before me Denise Rucker, who duly acknowledged before me that she signed the foregoing instrument, having all requisite authority to so act.

Heather Paterakis

Notary Public
[seal]

EXHIBIT A

Parcel No. 16-20-126-001-0000 Legal Description

W 10 FT OF LOT 10 & ALL LOTS 11 12 & 13 BLK 1 WINFIELD ADD 4544-1074 5334-0962 5403-1390
5590-1189, 1191

Parcel No. 16-20-126-006-0000 Legal Description

BEG 87.5 FT E FR SW COR OF LOT 13, BLK 1, WINFIELD SUB; E 90FT; N 125 FT; W 90 FT; S 125 FT
TO BEG. 5403-1389 5403-1390 5590-1189, 1191