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2/4/2020 8:34:00 AM \$40.00
Book - 10892 Pg - 422-423
RASHELLE HOBBS
Recorder, Salt Lake County, UT
STEED TITLE INSURANCE AGENCY
BY: eCASH, DEPUTY - EF 2 P.

WHEN RECORDED MAIL TO:
Pine Valley Investments, LLC
782 East Pioneer Road
Draper, UT 84020

SECOND TRUST DEED

THIS TRUST DEED is made this 30th day of January, 2020, between
B3L, LLC as TRUSTOR,
Steed Title Insurance Agency as TRUSTEE, and
Pine Valley Investments, LLC, as BENEFICIARY.
Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH
POWER OF SALE, the following described property situated in Salt Lake County,
UT.

LEGAL DESCRIPTION

The Land referred to in this policy is described as
follows:

PARCEL 1: COMMENCING AT THE NORTHWEST CORNER OF LOT 5, BLOCK 115, PLAT "A", SALT LAKE CITY SURVEY, AND
RUNNING THENCE EAST 5 1/2 RODS; THENCE SOUTH 9 RODS; THENCE WEST 5 1/2 RODS; THENCE NORTH 9 RODS TO
THE POINT OF BEGINNING.

PARCEL 2: A NON-EXCLUSIVE RIGHT OF WAY AS DISCLOSED BY WARRANTY DEED RECORDED JANUARY 21, 2000 AS
ENTRY NO. 7558986 IN BOOK 8337 AT PAGE 4200 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 5, BLOCK 115, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING
THENCE EAST 330 FEET; THENCE NORTH 40 FEET; THENCE WEST 40 FEET; THENCE SOUTH 23.5 FEET; THENCE WEST
290 FEET; THENCE SOUTH 16.5 FEET TO POINT OF BEGINNING.

Tax ID No.: 08-36-179-001-000

The Salt Lake County Assessor shows the address of said property to be:

375 West 400 North
Salt Lake City, UT 84103

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:

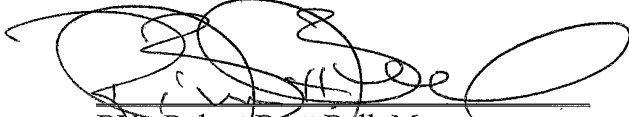
FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced
by a promissory note of even date herewith, in the principal sum of \$500,000.00,
payable to the order of the Beneficiary at the times, in the manner with interest as

therein set forth, and payment of any sums expended or advanced by Beneficiary to protect the security hereof.

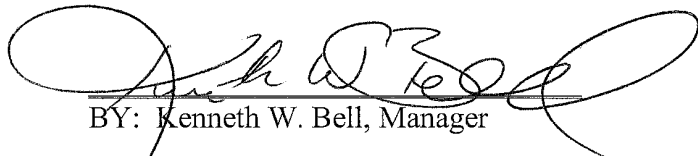
Trustor agrees to pay all taxes and assessments on the above property, to pay all charges and assessments on water or water stock used on or with said property, not to commit waste, to maintain adequate fire insurance on improvements on said property to pay all costs and expenses of collection (including 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.

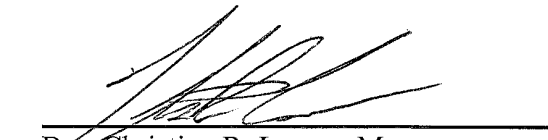
The undersigned Trustor request that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

B3L, LLC


BY: Robert Brett Bell, Manager



By: William Marc Bell, Manager


BY: Kenneth W. Bell, Manager

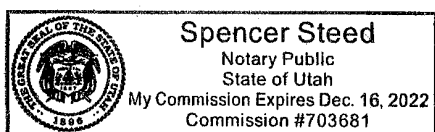

By: Christian R. Larsen, Manager

State of Utah)
)ss.
County of Salt Lake)

On the 31 day of JANUARY, 2020 _____ personally appeared before me Robert Brett Bell, William Marc Bell, Kenneth W. Bell and Christian R. Larsen as managers of B3L, LLC, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.



Notary Public



NOTARY PUBLIC