

When recorded return to:

Eagle Gate Title Insurance Agency, Inc.
7135 South Highland Drive, Suite 204
Cottonwood Heights, UT 84121
(801) 901-3780
EGT File UT-98334-MU

14084479 B: 11407 P: 5985 Total Pages: 7
03/21/2023 12:13 PM By: ctafoya Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: EAGLE GATE TITLE INSURANCE AGENCY, INC.
59 W UNIVERSITY PKWY OREM, UT 84058

DEED OF TRUST
(With Assignment of Rents)

THIS DEED OF TRUST, made on March 20, 2023 between

Arcadia SP, Inc. a Utah Corporation,
as TRUSTOR(S),
whose address is PO Box 710, Draper, UT 84020

and

EAGLE GATE TITLE INSURANCE AGENCY, INC.,
as TRUSTEE,
whose address is 59 W. University Pkwy, Orem, UT 84058

and

McKenzie Tovar
as BENEFICIARY,
whose address is 6462 West Granton Circle, West Valley City UT 84128

WITNESSETH: Trustor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in Salt Lake County, Utah:


FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Tax Parcel Number(s): 20-02-300-035-0000

This deed is for the purpose of securing performance of each agreement of Trustor(s) herein contained, and payment of the sum of **TWO HUNDRED SEVENTY THOUSAND AND 00/100** Dollars (\$270,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Trustor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Trustor(s), or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Trustor(s) covenant(s) and agree(s):

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Trustor(s). The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Trustor(s) in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Trustor(s) fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.
7. NO FURTHER ENCUMBRANCES: (OPTIONAL – Not applicable unless initialed by Trustor and Beneficiary.). As an express condition of Beneficiary making the loan secured by this Deed of Trust, Trustor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of a Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest immediately due and payable, whether the same be created by Trustor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.



Trustor initials

Beneficiary initials

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Trustor(s) and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
4. Upon default by Trustor(s) in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Trustor(s) had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.
6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
7. In the event of the death, incapacity, disability, or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Trustor(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.
9. In the event of a default by Trustor, Beneficiary may, at its sole discretion, elect to have any and all rental income assigned directly to it for payment on the note secured by this Deed of Trust, and give notice to Trustor of the same. Trustor shall provide information for any tenants paying rent for use of the property to Beneficiary in writing within 10 days of any such request by Beneficiary. If no information is provided by Trustor, Beneficiary is authorized after ten days to contact tenants directly to give notification of such Assignment of Rents. Beneficiary shall be entitled to receive all rental income from the property until such time as a default for late or missed of payments has been cured. An election by beneficiary to have rental income assigned is not, in and of itself, a cure of any default by Trustor for late or missing payment(s).

Arcadia SP, Inc. a Utah Corporation

By: 

Ken Milne, Authorized Signer

STATE OF UTAH
COUNTY OF SALT LAKE

On this 20th day of March, 2023, personally appeared Ken Milne, Authorized Signer of Arcadia SP, Inc. whose identity is personally known to me or proved on the basis of satisfactory evidence and who by me duly sworn or affirm, did say he/she is the Authorized Signer of Arcadia SP, Inc and said document was signed by him/her on behalf of said Corporation by Authority of its Bylaws or Resolution of its Board of Directors, and said Authorized Signer acknowledged to me said Corporation executed the same.

Witness my hand and official seal.


Notary Public

Courtesy Recording
This document is being recorded as a courtesy and an accommodation to the parties named therein. EAGLE GATE TITLE INSURANCE AGENCY, INC. hereby expressly disclaims any responsibility for liability for the accuracy of the content thereof

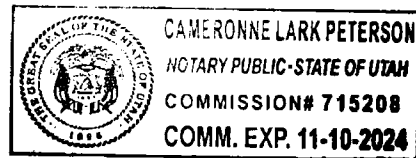


Exhibit "A": Legal Description

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°50'20" WEST 2658.20 FEET TO THE SOUTHWEST CORNER OF AFOREMENTIONED SECTION 2; THENCE NORTH 00°08'50" WEST 325.93 FEET TO THE CENTER LINE OF A SPUR TRACK OF THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY; THENCE ALONG THE CENTER LINE OF SAID TRACKS THE FOLLOWING NINE (9) COURSES: (1) NORTH 89°33'06" EAST 184.51 FEET; (2) NORTH 82°54'10" EAST 180.84 FEET; (3) NORTH 84°14'52" EAST 189.78 FEET; (4) NORTH 85°42'20" EAST 194.62 FEET; (5) NORTH 87°07'27" EAST 184.28 FEET; (6) NORTH 88°32'21" EAST 187.69 FEET; (7) NORTH 89°58'49" EAST 192.87 FEET; (8) SOUTH 88°26'40" EAST 233.62 FEET; (9) SOUTH 87°17'25" EAST 1116.49 FEET; THENCE SOUTH 00°08'20" EAST 356.47 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF CONTAINED WITHIN THE LINES OF THE DENVER & RIO GRANDE WESTERN RAILROAD CO., RIGHT-OF-WAY, BEING THE NORTHERLY 25 FEET THEREOF.

LESS AND EXCEPTING ANY PORTIONS LYING WITHIN TAX PARCEL NUMBER 20-02-300-021 AND 20-02-300-006.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN 6000 WEST STREET.

ALSO KNOWN ON COUNTY RECORDS AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER, SECTION 2, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 335 FEET, MORE OR LESS; WESTERLY 2640 FEET, MORE OR LESS; SOUTHELRY 310 FEET, MORE OR LESS; EASTERLY 2640 FEET, MORE OR LESS TO THE POINT OF BEGINNING. LESS & EXCEPTING, BEGINNING NORTH 00°08'24" WEST 331.34 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 87°16'18" EAST 36.05 FEET; SOUTH 00°08'24" EAST 11.60 EFET; SOUTHEASTERLY 133.26 FEET ALONG A 134 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS 28°37'47" EAST 127.84 FEET); SOUTHEASTERLY 187.99 FEET ALONG A 206 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS S 30°58'32" EAST 181.54 FEET); SOUTH 48°44'37" EAST 16.06 FEET; NORTH 89°50'09" EAST 13.03 FEET; SOUTH 00°09'59" EAST 6.00 FEET; SOUTH 89°50'09" WEST 109.74 FEET; NORTH 41°23'09" ESAT 22.99 FEET; NORTHWESTERLY 118.80 FEET ALONG A 137 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 32°16'39" WEST 151.11 FEET); NORTHWESTERLY 201.88 FEET ALONG A 203 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 28°37'47" WEST 193.66 FEET); NORTH 00°08'24" WEST 15.06 FEET; SOUTH 87°16'18" EAST 33.04 FEET TO

BEGINNING.

BEGINNING WEST 1925 FEET FROM THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 746 FEET MORE OR LESS; NORTH 1320 FEET MORE OR LESS; EAST 746 FEET MORE OR LESS; SOUTH 0°01' EAST 1320 FEET TO BEGINNING.

LESS AND EXCEPING, BEGINNING NORTH 00°08'24" WEST 503.38 FEET AND NORTH 89°15'36" EAST 31 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; SOUTHEASTERLY ALONG A 270 FOOT RADIUS CURVE TO THE RIGHT 94.571 FEET; SOUTHEASTERLY ALONG A 330 FOOT RADIUS CURVE TO THE LEFT 99.207 FEET; SOUTH 87°17'46" EAST 515.111 FEET; NORTH 00°01'00" WEST 60.68 FEET; NORTH 87°17'46" WEST 512.26 FEET; NORTHWESTERLY ALONG A 270 FOOT RADIUS CURVE TO THE RIGHT 81.169 FEET; NORTHWESTERLY ALONG A 330 FOOT RADIUS CURVE TO THE LEFT 115.587 FEET TO THE EAST RIGHT OF WAY LINE OF 6000 WEST STREET; SOUTH 00°08'24" EAST 60 FEET TO BEGINNING.

ALSO LESS AND EXCEPTING, BEGINNING AT THE SOUTH CORNER OF LOT 38, VISTAS AT WESTRIDGE NO. 2; NROTH 89°50'53" EAST 56 FEET; SOUTH 0°08'24" EAST 99.54 FEET; NORTH 89°50'53" EAST 197.67 FEET; SOUTH 0°01'09" EAST 56 FEET; SOUTH 89°50'53" WEST 253.55 FEET; NORTH 0°08'24" WEST 155.54 FEET TO BEGINNING.

ALSO LESS AND EXCEPTING, BEGINNING SOUTH 89°50'20" WEST 1925 FEET AND NORTH 00°01'00" WEST 877.48 FEET FROM THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; NORTH 52°32'27" WEST 356.28 FEET; NORTHWESTERLY ALONG A 330.15 FOOT RADIUS CURVE TO THE LEFT 215.43 FEET; NORTH 89°55'37" WEST 207.38 FEET; SOUTHWESTERLY ALONG A 15 FOOT RADIUS CURVE TO THE LEFT 23.62 FEET; NORTH 00°08'24" WEST 96 FEET; SOUTHEASTERLY ALONG A 15 FOOT RADIUS CURVE TO THE LEFT 23.51 FEET; SOUTH 89°55'37" EAST 207.74 FEE; SOUTHEASTELRY ALONG A 396.15 FOOT RADIUS CURVE TO THE RIGHT 258.49 FEET; SOUTH 52°32'27" EAST 305.72 FEET; SOUTH 00°01'00" EAST 83.16 FEET TO BEGINNING.

ALSO LESS AND EXCEPTING, BEGINNING NORTH 00°08'24' WEST 31.34 FEET FROM THE SOUTH 1/4 CORNER, SECTION 2, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; SOUTH 87°16'18" EAST 36.05 FEET; SOUTH 00°08'24" EAST 11.60 FEET; SOUTHEASTERLY 133.26 FEET ALONG A 134 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS 28°37'47" EAST 127.84 FEE); SOUTHEASTERLY 187.99 FEET ALONG A 206 FOOT RADIUS CRUVE TO THE RIGHT (CHORD BEARS SOUTH 30°58'32" EAST 181.54 FEET); SOUTH 48°44'37" EEAST 16.06 FEET; NORTH 89°50'09" EAST 13.03 FEET; SOUTH 00°09'51" EAST 6.00 FEET; SOUTH 89°50'09" WEST 109.74 FEET; NORTH 41°23'09" EAST 22.99 FEET; NORTHWESTERLY 118.80 FEET ALONG A 137 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 32°16'39" WEST 151.11 FEET); NORTHWESTERLY 201.88 FEET ALONG A 203 FOOT RADIUS CURVE TO RIGHT (CHORD BEARS NORTH 28°37'47" WEST 193.66 FEET); NORTH 00°08'24" WEST 15.06 FEET; SOUTH 87°16'18" EAST 33.04 FEET TO BEGINNING.

ALSO LESS AND EXCEPTING, BEGINNING NORTH 00°08'24" WEST 331.34 FEET FROM THE SOUTH 1.4 CORNER SECTION 2, TOWNSHIP 2 SOUTH, RAGNE 2 WEST,

SALT LAKE BASE AND MERIDIAN; SOUTH 87°16'18" EAST 36.05 FEET; SOUTH 00°08'24" EAST 11.60 FEET; SOUTHEASTERLY 133.26 FEET ALONG A 134 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS 28°37'47" EAST 127.84 FEET); SOUTHEASTERLY 187.99 FEET ALONG A 206 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 30°58'32" EAST 181.54 FEET); SOUTH 48°44'37" EST 16.06 FEET; NORTH 89°50'09" EAST 13.03 FEET; SOUTH 00°09'59" EAST 6.00 FEET; SOUTH 89°50'09" WEST 109.74 FEET; NORTH 41°23'09" EAST 22.99 FEET; NORTHWESTERLY 118.80 FEET ALONG A 137 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 32°16'39" WEST 151.11 FEET); NORTHWESTERLY 201.88 FEET ALONG A 203 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 28°37'47" WEST 193.66 FEET); NORTH 00°08'24" WEST 15.06 FEET; SOUTH 87°16'18" EAST 33.04 FEET TO BEGINNING.
LESS STREETS.

APN(S): 20-02-300-035-0000