

Vontive, Inc.
500 Sansome Street, Suite 615
San Francisco, CA 94111
Attention: **Danielle Rivas**
MIN: 1015061-0000019014-3

14152701 B: 11444 P: 8868 Total Pages: 6
09/15/2023 08:14 AM By: aallen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: OLD REPUBLIC TITLE (PLEASANT GROVE)
1982 W PLEASANT GROVE BLVD STEPLEASANT GROVE, UT 840623

23788485m

DEED OF TRUST

This Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("Deed of Trust") is made as of **September 12, 2023** by **203rd Enterprises LLC, a Arizona Limited Liability Company**, as grantor ("Grantor"), to **Old Republic National Title Insurance Company** ("Trustee"), for the benefit of **Vontive, Inc.**, a Delaware corporation, its successors and assigns, as beneficiary ("Beneficiary").

WITNESSETH: GRANTOR hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in **Salt Lake County Recorder, State of Utah**:

Lot 16, SILVER HAWK SUBDIVISION NO. 2, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder, State of Utah.

Together with the following described right-of-way; beginning at a point which lies West 320.67 feet and North 933.74 feet from the center of Section 14, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 82°00'00" East 15.55 feet to a point (radius point bears North 64°05'08" East) on a 46.06 foot radius curve to the right; thence Northwesterly 8.37 feet along said curve (chord bearing North 20°42'31" West) to a point of tangency; thence North 15°30'00" West 20.00 feet to a point of curve; thence Easterly 44.35 feet along a 26.00 foot radius curve to the right (chord bearing North 33°22'05" East) to a point (radius point bears South 7°45'49" East) on said 26.00 foot radius curve; thence South 14°26'27" East 54.10 feet; thence South 15°30'00" East 260.54 feet to a point of curve; thence Southerly 11.98 feet along a 15.00 foot radius curve to the left to a point (radius point bears South 28°43'44" West) on a 50.00 foot radius curve to the left (said point lies on the North line of Silver Hawk Drive); thence Westerly 59.73 feet along said 50.00 foot radius curve to a point (radius point bears 39°42'55" East) on said 50.00 foot radius curve to a point (radius point bears 39°42'55" East) on said 50.00 foot radius curve to a point (radius point bears North 39°42'55" West) on a 15.00 foot radius curve to the left; thence Northeasterly 17.22 feet along said 15.00 foot radius curve to a point of tangency; thence North 15°30'00" West 254.03 feet to the point of beginning.

Together with the following described right-of-way; beginning at a point which lies West 320.67 feet and North 933.74 feet from the center of Section 14, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 82°00'00" East 15.55 feet to a point (radius point bears North 64°05'08" East) on a

46.06 foot radius curve to the right; thence Northwesterly 8.37 feet along said curve (chord bearing North 20°42'31" West) to a point of tangency; thence North 15°30'00" West 20.00 feet to a point of curve; thence Easterly 44.35 feet along a 26.00 foot radius curve to the right (chord bearing North 33°22'05" East) to a point (radius point bears South 7°45'49" East) on said 26.00 foot radius curve; thence South 14°26'27" East 54.10 feet; thence South 15°30'00" East 260.54 feet to a point of curve; thence Southerly 11.98 feet along a 15.00 foot radius curve to the left to a point (radius point bears South 28°43'44" West) on a 50.00 foot radius curve to the left (said point lies on the North line of Silver Hawk Drive); thence Westerly 59.73 feet along said 50.00 foot radius curve to a point (radius point bears 39°42'55" East) on said 50.00 foot radius curve) to a point (radius point bears 39°42'55" East) on said 50.00 foot radius curve to a point (radius point bears North 39°42'55" West) on a 15.00 foot radius curve to the left; thence Northeasterly 17.22 feet along said 15.00 foot radius curve to a point of tangency; thence North 15°30'00" West 254.03 feet to the point of beginning.

Situs address: 3107 East Silver Hawk Drive, Holladay, Utah 84121

Tax ID: 22-14-178-017

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereby thereunto belonging or in any way appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and to secure payment of a note in the original principal amount totaling **Fifty-seven thousand, one hundred thirty-two and 00/100 Dollars (\$57,132.00)**, with interest, and all future advances made by Beneficiary, and such other amounts as may be set forth in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor; or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

DUE DATE: The entire balance of the promissory note, with a maturity date of **January 01, 2024**, secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full in accordance with the provisions of the Promissory Note of even date, or upon the sale of the subject property, whichever shall first occur. WBSA (Grantor's Initials)

To protect the security of Deed of Trust, Grantor covenants and agrees:

I. To keep the property in good condition and repair; to permit no waste thereof, including; 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. Grantor represents and warrants that it will provide proof of payment of all taxes and assessments levied against the property on a semi-annual basis.

3. To keep all buildings now or hereafter placed 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 Deed of Trust. All policies shall be held by the Beneficiary and in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as their interest may appear and then to the Grantor. 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 Grantor in insurance policies then in force shall pass to the purchase at the foreclosure sale. Grantor represents and warrants that it will provide proof of insurance as herein provided to the Beneficiary on not less than an annual basis.

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, non-judicial, 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 in a judicial or non-judicial foreclosure as provided by statute.

6. Should Grantor 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 become a part of the debt secured in this Deed of Trust.

7. 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.

8. 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.

9. The Trustee shall convey all of any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by Beneficiary or the person entitled thereto.

10. Upon default by Grantor 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, subject to any cure period provided in the note secured by this Deed of Trust. 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; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

11. 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 Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he 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 encumbrances for value.

12. 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, in which event Grantor may be liable for a deficiency.

13. 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 any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

14. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on 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.

15. GRANTOR HEREBY WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT, SECTIONS 17.41 ET SEQ., OF THE TEXAS BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, GRANTOR VOLUNTARILY CONSENTS TO THIS WAIVER.

GRANTOR:

203rd Enterprises LLC, a Arizona Limited Liability Company

By: Kyle Anderson
Name: Kyle Anderson

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Virginia

COUNTY OF Loudoun

On 13th September, 2023, before me, Gloria Asare, Electronic Notary Public,
(Here insert name and title of the officer)

personally appeared Kyle Anderson
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

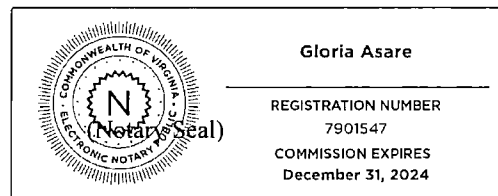
I certify under PENALTY OF PERJURY under the laws of the State of Virginia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public
Registration No: 7901547
Expires: 12/31/2024

Notarized online using audio-video communication



GRANTOR:

203rd Enterprises LLC, a Arizona Limited Liability Company

By: William Bomar Merrifield
Name: William Bomar Merrifield

STATE OF Florida

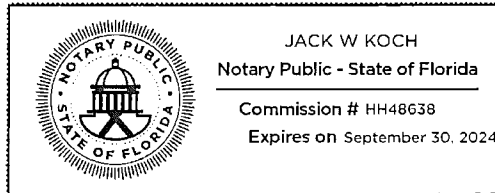
COUNTY of Pasco

William Bomar Merrifield

This instrument was acknowledged before me on 09/14/2023 [Date] by _____ [Name of Officer], Partner [Title of Officer] of 203rd Enterprises LLC [Name of Corporation Acknowledging], a Arizona [State of Incorporation] corporation, on behalf of said corporation. identified by a Texas driver license.

(seal)

Jack W Koch
Jack W Koch
Notary Public Signature



Notarized online using audio-video communication