

WHEN RECORDED MAIL TO:
Evolution Properties, LLC, a Utah limited liability
company

14155178 B: 11446 P: 3021 Total Pages: 3
09/21/2023 04:45 PM By: aallen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

File No.: 172249-DWP

TRUST DEED

THIS TRUST DEED, dated September 21, 2023, between **Wagner Biomedical, Inc.**, as Trustor(s), whose address is 164 and 166 East 2700 South, South Salt Lake, UT 84115 **Cottonwood Title Insurance Agency, Inc.** a Utah Corporation as Trustee, and Evolution Properties, LLC, a Utah limited liability company of Davis County, Utah, as BENEFICIARY;

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property, situated in Salt Lake County, State of Utah:

See Exhibit A attached hereto and made a part hereof

TAX ID NO.: 16-19-378-018 and 16-19-378-017 (for reference purposes only)

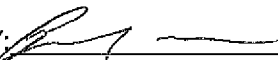
TOGETHER with all buildings, fixtures, and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, franchises, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof;

FOR THE PURPOSE OF SECURING (1) Payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of **\$70,000.00 (Seventy Thousand And No/100)**, made by Trustor, payable to the order of Beneficiary at the times, in the manner and 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 and attorney'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 requests 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.

Wagner Biomedical, Inc.

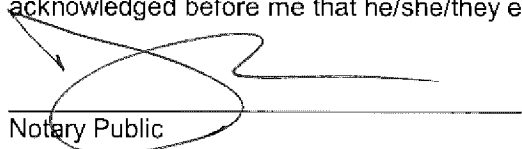
BY: 

Raymond A.W. Jones
President

STATE OF UTAH

COUNTY OF DAVIS

On 21st day of September, 2023, before me, personally appeared Raymond A.W. Jones, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of Wagner Biomedical, Inc..



Notary Public

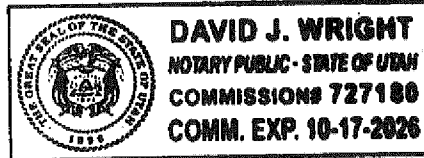


EXHIBIT A

PARCEL 1:

Beginning 125.0 feet West from the Northeast corner of Lot 9, Block 32, Ten Acre Plat "A", Big Field Survey, and running West 35.0 feet; thence South 125.0 feet; thence East 35.0 feet; thence North 125.0 feet to the point of beginning.

PARCEL 2:

Beginning 160 feet West from the Northeast corner of Lot 9, Block 32, Ten Acre Plat "A", Big Field Survey, and running thence West 13 feet; thence South 125 feet; thence East 13 feet; thence North 125 feet to the place of beginning.