14155855 B: 11446 P: 6230 Total Pages: 5 09/22/2023 04:26 PM By: VAnguyn Fees: \$40.00 Rashelle Hobbs, Recorder, Salt Lake County, Utah Return To: AZ TITLE DOCS 1520 W IVANHOE CTCHANDLER, AZ 85224

Recording Requested by and after Recording Mail To:

Wedge Management, LLC 2840 Flower Mound Road Suite 290 Flower Mound, TX 75022

DEED OF TRUST

This Deed of Trust, made this 20th day of September, 2023, between the following parties:

TRUSTOR:

203rd Enterprises, LLC, an Arizona limited liability company

C/O Kyle Anderson 317 Calle Corral

San Clemente, CA 92673

Property address:

3107 E Silverhawk Drive, Holladay UT 84121

TRUSTEE:

Wedge Management, LLC 2840 Flower Mound Road

Suite 290

Flower Mound, TX 75022

BENEFICIARY:

Wedge Management, LLC

2840 Flower Mound Road

Suite 290

Flower Mound, TX 75022

WITNESSETH: That Trustor conveys, transfers and assigns to Trustee in Trust, with Power of Sale, the following-described real property in MARICOPA COUNTY, Arizona:

See Attached "Exhibit A"

TOGETHER WITH rents, issues, profits and income thereof (all of which are hereinafter called "Property Income"), SUBJECT HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such Property Income.

THIS DEED OF TRUST is given for the purpose of securing: (1) Performance of each agreement of Trustor herein contained. (2) Payment of the indebtedness evidenced by a promissory note of even date herewith and any extension or renewal thereof in the principal sum of FIVE HUNDRED THOUSAND DOLLARS AND NO/100 (\$500,000.00), executed by Trustor in favor of Beneficiary or order.

To protect the Security of this DEED OF TRUST, it is agreed that:

- 1. Trustor shall keep said property in good condition and repair; shall not remove or demolish any building thereon; shall complete or restore promptly and in good workmanlike manner any building which may be constructed, damaged or destroyed thereon and shall pay when due all claims for labor performed and materials furnished thereof; shall comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; shall not commit or permit waste thereof; shall not commit, suffer or permit any act upon said property in violation of law; shall cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general. Trustor grants and conveys its interest in all fixtures and other items affixed to the property including but not limited to all appliances and machinery located on the property.
- 2. Trustor shall keep all improvements now or hereafter erected on the said property continuously insured against loss by fire or other hazards in an amount not less than the total obligation secured hereby. 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 his interest may appear and then to the Trustor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured and in such order as the Beneficiary may determine or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default hereunder nor cause discontinuance of any action that may have been or may thereafter be taken by Beneficiary or Trustee because of such default.
- 3. Trustor shall appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Beneficiary or Trustee; and shall pay all costs and expenses, including cost of evidence of title and actual attorneys fees, in such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this DEED OF TRUST.
- 4. Trustor shall pay: at least ten days before delinquency, all taxes and assessments affecting said property; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; when due, all costs, fees and expenses of this Trust, including, without limiting the generality of the foregoing, the fees of Trustee for issuance of any DEED OF PARTIAL RELEASE and PARTIAL RECONVEYANCE or DEED OF RELEASE and FULL RECONVEYANCE and all lawful charges, costs and expenses in the event of reinstatement of, following default in, this DEED OF TRUST or the obligations secured hereby.
- 5. Should Trustor fail to make any payment or to do any act as provided in this DEED OF TRUST, then Beneficiary or Trustee may, but without obligation to do so, and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; pay, purchase, contest or compromise, any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his actual fees. Trustor shall pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the highest interest rate provided for in the promissory note secured by this Deed of Trust.
- 6. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- 7. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
- 8. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this DEED OF TRUST and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, and upon payment of its fees, Trustee may: (A) by DEED OF PARTIAL RELEASE and

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PARTIAL RECONVEYANCE release and reconvey, without covenant or warranty, express or implied, any portion(s) of the property then held hereunder; the recitals in such DEED OF PARTIAL RELEASE and PARTIAL RECONVEYANCE of any matters shall be conclusive proof of the truthfulness thereof; the grantee in such DEED OF PARTIAL RELEASE and PARTIAL RECONVEYANCE may be described as "The Person or Persons Legally entitled Thereto"; (B) consent to the making of any map or plat thereof; (C) join in granting any easement thereon; or (D) join in any extension agreement or any agreement subordinating the lien or charge hereof, Beneficiary shall execute his release upon such DEED if so requested by Trustee.

- 9. Upon written request of Beneficiary stating that all sums secured hereby have been paid and upon surrender of this DEED OF TRUST and said note to Trustee for cancellation and retention and upon payment of its fees, Trustees shall by DEED OF RELEASE and FULL RECONVEYANCE release and reconvey, without covenant or warranty, express or implied, the property then held hereunder. The recitals in such DEED OF RELEASE and FULL RECONVEYANCE of any matters shall be conclusive proof of the truthfulness thereof, The grantee in such DEED OF RELEASE and FULL RECONVEYANCE may be described as "The Person or Persons Legally Entitled Thereto."
- 10. Upon default by Trustor in payment of any obligation secured hereby or In performance of any other agreement hereunder, and upon delivery by Beneficiary to Trustee of written declaration of such default, (A) of sums secured hereby shall become immediately due and payable on delivery to Trustee of Beneficiary's written declaration that such sums are Immediately due and payable, and (B) the Trustee shall proceed to sell at public auction the property secured hereby under the Power of Sale contained herein on delivery by Beneficiary to Trustee of written notice of election to have said property sold and after the giving of notice of sale in the manner provided by law. Beneficiary also shall deposit with Trustee this DEED OF TRUST, said note and all documents evidencing expenditures secured hereby. At a sale of said property under the Power of Sale contained herein any person, including Trustor, Trustee or Beneficiary as hereafter defined, may purchase as such sale; Trustee shall deliver to purchaser its TRUSTEE'S DEED, without covenant or warranty, express or implied, to the property so sold. After deducting costs and expenses of exercising the Power of Sale, and of the sale, including, but not limited to, costs of evidence of title, the Trustee's fees and Trustee's attorneys fees, if any. Trustee shall apply the proceeds of the Trustee's sale in the manner provided by law. The purchaser at the Trustee's sale shall be entitled to immediate possession of the property as against the Trustor and shall have a right to the summary proceedings to obtain possession provided In Title 12, Chapter 8, Article 4, Arizona Revised Statutes, together with costs and actual attorney's fees.
- 11. Trustee herein may resign by mailing or delivering notice thereof to Beneficiary and to Trustor. Upon such resignation, the Beneficiary may appoint a successor trustee, which appointment shall constitute a substitution of trustee upon the mailing and recording of written notice thereof by the Beneficiary in the manner prescribed by law.
- 12. Trustee accepts this trust when this DEED OF TRUST, duly executed and acknowledged, is made public record as provided by law. 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 Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
- 13. Trustor and Beneficiary agree that the trust relationship created by this instrument is strictly limited to the creation and enforcement of a security interest in real property. Thus, all Trustee's duties, fiduciary or otherwise, are strictly limited to those imposed by this document and A.R.S. 33-801 et seq; inclusive, and no additional duties, burdens or responsibilities shall be placed on the Trustee.
- 14. The Trustor requests that a copy of any Notice of Trustee's Sale hereunder be mailed to him at his address hereinbefore set forth. All notices required hereby shall be sent to the addresses indicated above unless such party shall

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have recorded a Request for Notice pursuant to A.R.S. 33-809A in the county recorder's office of the county where the property encumbered hereby is located, indicating a different address.

15. The Parties acknowledge that in the event Trustor sells, assigns, leases with option to buy or in any other manner conveys any rights, title or interest to any other party without first obtaining written permission of Beneficiary; Beneficiary may, at its sole discretion accelerate the entire outstanding balance as all due and payable.

203rd Enterprises, LLC, an Arizona limited liability company

Kyle Anderson, Member

State of California

County of

}ss:

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.

, before me, The Undersigned, a Notary Public in and for said County and State, personally appeared Kyle Anderson, Member of 203rd Enterprises, LLC, an Arizona limited liability company, personally known to me (or 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.

> JAMES PAK Comm. Expires May 13, 2025

WITNESS my hand and official seal.

Notary Public
My Commission Expires: Way 13, 7025

Exhibit A Legal Description

Lot 16, SILVER HAWK SUBDI VISION 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°00'0011 East 15.55 feet to a point (radius point bears North 64°05'0811 East) on a 46.06 foot radius curve to the right; thence Northwesterly 8.37 feet along said curve (chord bearing North 20°42'3111 West) to a point of tangency; thence North 15°30'0011 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°22'0511 East) to a point (radius point bears South 7°45'4911 East) on said 26.00 foot radius curve; thence South 14°26'2711 East 54.10 feet; thence South 15°30'0011 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°43'4411 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°42'5511 East) on said 50.00 foot radius curve) to a point (radius point bears 39°42'5511 East) on said 50.00 foot radius curve to a point (radius point bears North 39°42'5511 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°30'0011 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°45'4911 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°43'4411 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°42'5511 East) on said 50.00 foot radius curve to a point (radius point bears North 39°42'5511 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°30'0011 West 254.03 feet to the point of beginning.

Tax ID: 22-14-178-017