

Parcel No: 66:530:0011
18-81557

AFTER RECORDING, RETURN TO:
First Capital Commercial
477 West 50 North
American Fork, UT 84003

ENT 16627:2019 PG 1 of 11
Jeffery Smith
Utah County Recorder
2019 Feb 28 02:04 PM FEE 30.00 BY CS
RECORDED FOR Title One
ELECTRONICALLY RECORDED

UTAH CONSTRUCTION DEED OF TRUST, SECURITY AGREEMENT AND FINANCING STATEMENT (With Assignment of Rents)

THIS DEED OF TRUST (hereinafter the "Trust Deed") is executed as of this date **February 27, 2019**, by **K&M Hansen, LLC** whose address is **1513 North Exchange Drive, Saratoga Springs, Utah 84045** (hereinafter "Trustor," whether one or more) **Title One, INC. (Title company)**, in favor of as Trustee (hereinafter "Trustee") and **First Capital Commercial**, as Beneficiary (hereinafter "Beneficiary"), whose address is **477 West 50 North, American Fork, Utah 84003**.

RECITALS:

A. Trustor (or one or more of them) is the record owner of fee title to a certain tract of real property located at approximately: **1513 North Exchange Drive, Saratoga Springs, Utah 84045**, which said property (hereinafter the "Tract") is more particularly described as follows: *See attached Exhibit "A"*
~~Lot 11A, SARATOGA WALMART SUBDIVISION SECOND AMENDED, recorded June 30, 2016 as Entry No. 60281:2016, and as Map Filing No. 15123 of the Official Records of the Utah County Recorder, Utah.~~

B. There is currently situated on the Tract and/or Trustor plans to erect, is erecting, and/or has erected upon the Tract one or more buildings.

C. Trustor has obtained a loan (the "Loan") from Beneficiary in the principal amount of **One Hundred Seventy Five Thousand Dollars and 0/100 (\$175,000.00)**. as evidenced by a Promissory Note of even date herewith, made by Trustor (or one or more of them), payable to the order of Beneficiary, providing for interest on the unpaid principal balance at the rate or rates therein set forth, described, or provided for, and payable at the times and in the manner therein set forth (hereinafter the "Note"). The terms of said Note are incorporated herein by reference.

NOW, THEREFORE, in order to secure (A) The payment and performance of each and every obligation of Trustor under the Note; (B) Any extensions, renewals, modifications or replacements of the Note or of the obligations evidenced thereby, regardless of the extent of or the subject matter of any such extension, renewal, modification or replacement; (C) The payment and performance of each and every agreement and obligation of Trustor under this Trust Deed and under any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby; (D) The payment of such additional loans or advances as may hereafter be made by Beneficiary to Trustor, its successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed; and (E) The payment of all sums expended or advanced by Beneficiary or Trustee pursuant to the terms of this Trust Deed, the Note, or any instrument further evidencing or securing any obligation secured hereby, together with interest thereon as herein and therein provided (the foregoing items (A) through (E) and the matters referred to therein being hereinafter collectively referred to as the "Obligations"), Trustor hereby CONVEYS, WARRANTS, and TRANSFERS to Trustee, IN TRUST, WITH POWER OF SALE, the following property, rights, privileges, interests, and franchises, to-wit:

I

The Tract (which is described in Paragraph A appearing at the outset hereof).

Together with all minerals, oil, gas and other hydrocarbon substances, air rights, water rights, water stock, rights-of-way, easements, tenements, hereditaments, and appurtenances belonging to or in any way appertaining to the Tract and of any improvements now or hereafter situated on the Tract.

Together with all right, title, and interest of Trustor, now owned or hereafter acquired, in and to any land lying in the

bed of any street, road, or avenue, open or proposed, in front of or adjoining the Tract.

Together with all right, title, and interest of Trustor, now owned or hereafter acquired, in and to any and all sidewalks and alleys, and all strips and gores of land, adjacent to or used in connection with the Tract.

II.

All buildings, structures, and improvements now or at any time hereafter erected, constructed, or situated upon the Tract or any part thereof, and all apparatus, fixtures, and articles of property now or hereafter attached to or necessary for use in connection with the operation or maintenance of any such building, structure, or other improvement, including, but without limiting the generality of the foregoing, all carpeting, draperies, appliances, engines, furnaces, boilers, pumps, heaters, tanks, motors, generators, switchboards, electrical equipment, heating, plumbing, lifting, and ventilating apparatus, air-cooling and air-conditioning apparatus, gas and electric fixtures, elevators, escalators, fittings, and machinery, and all other fixtures, property, and equipment of every kind and description, attached to or necessary for use in connection with the operation or maintenance of any building standing on the Tract (all of which apparatus, fixtures, property, and equipment shall be deemed to be fixtures and a part of the realty), together with any and all replacements and renewals of any of the foregoing and any and all additions thereto.

III.

All awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of the Tract or of any improvements now or hereafter situated thereon or any estate or easement therein (including any awards for change of grade of streets), and all proceeds of insurance paid on account of any partial or total destruction of improvements on the Tract, all of which awards and proceeds are hereby assigned to Beneficiary, which is hereby authorized to collect and receive such awards and proceeds and to give proper receipts and acquittances therefore and (subject to the terms of Paragraph 4 of this Trust Deed) to apply the same against the Obligations, whether or not then due.

IV.

All right, title, and interest of Trustor in and to all unearned premiums accrued, accruing, or to accrue under any and all insurance policies now or hereafter obtained by Trustor pursuant to the provisions hereof.

V.

All carpeting, floor coverings, draperies, equipment, sun screens, awnings, implements, goods, fittings, machinery, appliances, furniture, and other personal property of every kind or nature whatsoever which are presently, or which are at any time hereafter, installed, placed, located, contained, or used in, about, or in connection with, or procured for purposes of installation, placing, location, being contained, or used in, about, or in connection with, and which are useful for the existence, construction, creation, operation, or maintenance of any building or other structure now or at any time hereafter erected or situated on, any part of the Tract, together with all construction materials and all plans and specifications of every kind or nature whatsoever which are intended to be used, which are used, or which are procured for use in constructing and completing any of the improvements located or to be located on the Tract (including all replacements, renewals, additions, products, and proceeds of all of the foregoing). Notwithstanding the breadth of the foregoing, the property covered by this item shall not include: (i) personal property which may be owned by lessees or other occupants of improvements on any portion of the Tract, rather than by Trustor, or which may be leased by such a lessee or other occupant from a party other than Trustor; or (ii) material, equipment, tools, machinery, or other personal property which is brought upon the Tract only for use in construction or repair and which is not intended, and which is not necessary for occupancy, maintenance, or use of the Tract or the improvements thereon, to remain after the completion of such construction or repair.

Together with all businesses of Trustor located on the Tract and good will associated therewith, trademarks, trade names, logos and designs for the operations located on the Tract, contract rights, deposit, escrow and other accounts, accounts receivable, chattel paper, instruments, documents, general intangibles, certificates, agreements, insurance policies, business records, plans and specifications, drawings, maps, surveys, studies, permits, licenses, zoning, subdivision development and other applications, filings and approvals and other intangible personal property now owned or hereafter acquired by Trustor and used in connection with the ownership or operation of the Tract, and any substitutions and replacements thereof, and any proceeds or products therefrom.

Together with all water stock relating to the Tract, and deposits and other security given to utility companies or

governmental or quasi-governmental agencies in connection with the Tract. The property covered by items III, IV and V is hereinafter collectively referred to as the "Personal Property."

[All of the property, rights, privileges, interests, and franchises described in the foregoing items I through V and hereby conveyed, warranted, and transferred are hereinafter collectively referred to as the "Property."]

IN CONNECTION WITH THIS TRUST DÉED, IT IS AGREED AS FOLLOWS:

1. Warranties of Title and Authority. Trustor hereby represents and warrants that it is lawfully seized of indefeasible fee title to the Property, that it has the authority and right to execute and deliver this Trust Deed, that it shall defend the title to the Property against all claims and demands whatsoever, that the Property is free and clear of any and all liens, encumbrances, and interests of third parties (other than such liens, encumbrances, and interests as may be set forth in the policy of mortgage title insurance obtained by Beneficiary in conjunction with recordation of this Trust Deed), that no hazardous substances, hazardous wastes, pollutants or contaminants will be used, deposited, stored, disposed of, placed or otherwise located in or on the Property or at any facility operated on the Property at any time, and that any and all obligations it may have incurred in connection with the Property are current and without default. Trustor hereby releases, waives, and relinquishes all exemptions and homestead rights which may exist with respect to the Property. In the event any Trustor hereunder is a partnership, a corporation, or any other form of legal entity, each person executing this instrument on behalf of such entity individually and personally represents and warrants that this Trust Deed and each other instrument signed in the name of such entity and delivered to evidence or further secure the Obligations is in all respects binding upon such entity as an act and obligation of said partnership, corporation, or other entity.

2. Obligations Mandatory. Trustor shall promptly pay or cause to be paid to Beneficiary, or order, and shall promptly perform or cause to be performed, each and every payment and obligation on the part of Trustor provided to be paid or performed in connection with any of the Obligations. All of such payments and obligations are mandatory, and Trustor's failure to accomplish any of the same shall constitute a default under this Trust Deed.

3. Payments Protecting Against Liens. Trustor shall pay, when due, all taxes, assessments, and governmental, municipal, or other charges or impositions levied against or affecting the Property, or which might become a lien thereon, and shall promptly deliver all receipts for such payments to Beneficiary upon request. Trustor shall also pay, when due, any and all sums constituting an encumbrance, charge, or lien upon the Property, or any part thereof, which may at any time appear to Beneficiary to be prior or superior to the interest of Beneficiary or Trustee hereunder.

4. Insurance Coverage. Trustor shall secure and at all times maintain an insurance policy or policies in a form reasonably satisfactory to Beneficiary providing: (i) hazard insurance with "all risk" coverage upon the buildings, fixtures, improvements and Personal Property now existing or hereafter erected or placed upon the Tract, insuring, *inter alia*, against the perils of fire, extended coverage, vandalism, and malicious mischief, having a full replacement cost endorsement, and in an amount based upon a minimum insurable value and upon co-insurance rates which value and rates are acceptable to Beneficiary; (ii) if applicable, coverage against business interruption and loss of rental income resulting from fire or other casualty, with the minimum amount of coverage to be based on six (6) months gross rental income from the Tract and upon co-insurance rates which income and rates are acceptable to Beneficiary; and (iii) if the Tract is or comes to be located in a flood prone or flood risk area as identified pursuant to the Flood Disaster Protection Act of 1973, as amended or supplemented, hazard insurance covering the risk of damage to improvements caused by flooding, in such amounts as Beneficiary may require. Each of said policies shall include the standard loss payable mortgagee clause in favor of and in a form acceptable to Beneficiary. None of the insurance policies or coverages obtained by Trustor pursuant hereto shall be such as to result in either Trustor or Beneficiary being a co-insurer in the event of any loss. Each policy obtained pursuant to this Paragraph shall, if so requested by Beneficiary, include a waiver of subrogation clause. Beneficiary shall have the right to review the forms, coverages, amounts, and duration of such insurance policies from time to time and to require, upon giving Trustor thirty (30) days advance written notice thereof, that the forms, coverages, amounts, or duration of such policies be changed or modified so as to reasonably protect Beneficiary's interests. Such insurance shall be carried with companies authorized to transact business in Utah, rated Class A:XIV or better in the most recent publication by Best's Key Rating Guide, Property-Casualty, and approved by Beneficiary. Trustor shall deliver to Beneficiary (at the option of Beneficiary) either the originals of the policies evidencing such insurance coverage or certificates duly executed by the insurer(s) evidencing such insurance coverage. Concurrently with the delivery to Beneficiary of each such policy or certificate (and of each renewal policy or other evidence that the insurance coverage required hereby has been renewed, which said renewal policy or other evidence of renewal shall be delivered to Beneficiary at least fifteen (15) days prior to the expiration of the coverage then in force), Trustor shall also furnish to Beneficiary paid premium receipts evidencing payment in full of the required insurance premiums for at least the first

full year (and for each renewal policy, the applicable full renewal year) of coverage. Each insurer concerned shall agree that the coverage will not be canceled or modified unless at least thirty (30) days advance written notice of the proposed cancellation or modification has been given to Beneficiary. In the event Trustor fails to secure and maintain any of the insurance coverage as provided in this Paragraph, Beneficiary may procure such insurance on Trustor's behalf, including insurance in favor of Beneficiary alone. In the event of loss, Trustor shall give immediate notice to Beneficiary which may, but without any obligation to do so, make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary, instead of to Trustor and Beneficiary jointly. Insurance proceeds of any of the hazard insurance maintained pursuant to this Paragraph may be applied by Beneficiary, at its option, to reduce the Obligations (whether or not then due) and/or to restore or repair the Property damaged. If Beneficiary gives its consent to use of such proceeds for restoration and repair, the proceeds shall be made available by Beneficiary for use in restoring or reconstructing the Property damaged in accordance with plans and specifications and construction arrangements approved by Beneficiary. Beneficiary or its nominee shall hold such hazard insurance proceeds in escrow and from time to time shall, upon compliance with such reasonable conditions or requirements as may be imposed by Beneficiary, disburse portions of such proceeds to Trustor and/or to those entitled thereto as progress is made on necessary restoration and reconstruction. If any of such proceeds remain after the cost of such restoration and reconstruction has been paid, Beneficiary may, at its option, apply such remaining proceeds to reduce the Obligations (whether or not then due) and/or remit the same to Trustor.

5. Reserve for Taxes and Insurance. In addition to the monthly payments Trustor is obligated to make to Beneficiary under the Note, Trustor agrees that it shall pay to Beneficiary, at the same time each such monthly payment is made, an amount reasonably estimated by Beneficiary to equal one-twelfth of all annual taxes, assessments, and insurance premiums required hereunder to be paid by Trustor. Such payments must be received by Beneficiary so as to accumulate with Beneficiary sufficient funds to pay such taxes, assessments and premiums at least thirty (30) days prior to their respective due dates. The amounts so received by Beneficiary may be commingled with other funds of Beneficiary, shall not bear interest except as required by applicable law, and shall periodically be used by Beneficiary for the payment of taxes, assessments, and insurance premiums due in connection with the Property. The size of the monthly payments required by this Paragraph to be made by Trustor shall be adjusted from time to time as may be necessary in light of the total taxes, assessments, and insurance premiums to which such payments are related. If during any period the amounts accumulated as a result of the monthly payments provided for in this Paragraph are insufficient to pay all of the taxes, assessments, and insurance premiums required to be paid in conjunction with the Property, Trustor shall, upon being so advised by Beneficiary, immediately pay the deficiency to Beneficiary for its use in paying such taxes, assessments, and insurance premiums. If for any reason the monthly payments required by this Paragraph 5 are not made for a period of time, during said period Trustor shall, prior to the due date of each required payment of taxes, assessments, and insurance premiums, make the required payment and furnish to Beneficiary a receipt evidencing that such payment has been timely made. The preceding sentence is not intended to relieve Trustor of the obligation to make the monthly payments required under this Paragraph 5 or to be a waiver of any of Beneficiary's rights respecting the making of such payments. Notwithstanding the foregoing provisions of this Paragraph 5, Trustor shall not be required to make the monthly payments contemplated thereby unless and until Beneficiary gives Trustor written notice to do so.

6. Maintenance and Use of Property. Trustor agrees: to maintain the Property at all times in good condition and repair; to keep and maintain all buildings and improvements which may be or become part of the Property in good and neat order and repair and to allow no nuisances to exist or be maintained; to keep all buildings and improvements which may be or become part of the Property free from dry rot, fungus, termites and all other infestations; to keep and maintain abutting grounds, sidewalks, roads, and parking and landscaped areas in good and neat order and repair; to comply with all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations and all covenants, conditions and restrictions affecting the Property or any condition or activity respecting the Property; not to commit or permit waste upon the Property and not to remove, materially alter, damage, or demolish any improvement on the Tract; to restore promptly and in a good and workmanlike manner any improvement on the Tract which may for any reason be damaged or destroyed; to allow Beneficiary or its designated representative to inspect the Property at all reasonable times during the term hereof and to conduct soil and other tests thereon; to comply with all requirements and conditions necessary to preserve and extend any and all rights, licenses, permits (including but not limited to zoning variances, special exceptions, special permits, and non-conforming uses), privileges, franchises and concessions which are applicable to the Tract or which have been granted to or contracted for by Trustor in connection with any existing or presently contemplated use of the Tract; not to drill or permit the drilling for or extraction of oil, gas or other hydrocarbon substances, or any mineral of any kind upon the Tract without the written consent of Beneficiary; and to comply with all provisions of law concerning maintenance, use, or improvement of the Property. Trustor agrees to do any act which, from the character or use of the Property, is reasonably necessary to protect and preserve the fair market value of the Property, any specific enumerations herein not limiting the general.

7. Mortgage Title Insurance. Trustor shall obtain and provide Beneficiary with a policy of title insurance insuring the lien of this Trust Deed. Such policy shall be in such form and issued by such company as are acceptable to Beneficiary and shall be in an amount not less than the face amount of the Note.

8. Sale and Assignment of Leases. Trustor shall not, without the prior written consent of Beneficiary (which consent may be given or withheld in the absolute and unqualified discretion of Beneficiary), sell, assign, transfer, mortgage, pledge, contract to sell, or otherwise dispose of or encumber, whether voluntarily, involuntarily, by operation of law or otherwise, the Tract or any interest therein, including but not limited to any lease of the Tract or of any portion thereof or of space in any building now or hereafter constituting a portion of the Property, or any rents, issues, or profits issuing from the Property. Any transaction done in contravention of the foregoing limitation shall be null and void as regards the interest of Beneficiary in the Property and under this Trust Deed and shall constitute a default hereunder giving rise to Beneficiary's right to declare the entire amount of the Obligations then owing immediately due and payable. For purposes of this Paragraph 8, any material change in the composition, ownership, and/or control of the undersigned shall be deemed a transfer of the Tract.

9. Appearance in Proceedings Affecting Security. Trustor shall appear in and defend any action or proceeding which purports to or which might in any way affect the title to the Property or the security hereof (the phrase "the security hereof" when used in this Trust Deed shall mean the interest of Trustor, Beneficiary, and Trustee in the Property, the rights, powers, duties, covenants, representations, warranties, and authority of Trustor, Beneficiary, and Trustee hereunder and under any instrument further evidencing or securing the Obligations, and the validity, enforceability, and binding effect hereof and of any instrument further evidencing or securing the Obligations). Should Beneficiary or Trustee elect to appear in or defend any such action or proceeding, Trustor shall pay all costs and expenses incurred by Beneficiary or Trustee in connection therewith, including costs of evidence of title, court costs, and reasonable attorneys' fees.

10. Beneficiary's Performance in Trustor's Stead. Should Trustor fail to make any payment, to do any act or thing, or to perform any obligation herein or in any lease of any part of the Property provided to be paid, done, or performed, at the time and in the manner so provided, Beneficiary may, but without any obligation to do so, and without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereunder or thereunder: (a) make, do, pay, or perform the same in such manner and to such extent as Beneficiary may deem reasonably necessary or desirable to protect the security hereof or to protect any other legitimate interest of Beneficiary or Trustee, Beneficiary for such purposes being authorized to enter upon the Property at all reasonable times and to commence, appear in, or defend any action or proceeding purporting to affect the security hereof; or (b) pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the sole judgment of Beneficiary appears to be prior or superior to the interest of Beneficiary or Trustee in the Property.

11. Repayment of Advances. Trustor shall immediately repay to Beneficiary all sums, with interest thereon as hereafter provided, which at any time may be paid or advanced by Beneficiary for the payment of insurance, taxes, assessments, governmental, municipal, or other charges or impositions, title searches, title reports or abstracts, any obligation secured by a prior lien upon or prior interest in the Property, and any other advances made by Beneficiary which are or appear to be necessary or desirable, in Beneficiary's sole discretion, to maintain this Trust Deed as a prior, valid, and subsisting lien upon the Property, to preserve and protect Beneficiary's, Trustee's, or Trustor's interest therein or hereunder, or to preserve, repair or maintain the Property. All such advances shall be wholly optional on the part of Beneficiary, and Trustor's obligation to repay the same, with interest, to Beneficiary shall be secured by the lien of this Trust Deed. As to each such advance, Trustor agrees to pay upon demand an advancing fee of two (2) percent of the amount of the advance. In addition, the amount of each such advance shall, for the period during which it remains unpaid and both before and after judgment, bear interest at the rate of twenty-one percent (21%) per annum.

12. Application of Awards and Proceeds. Should the Property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or be damaged by fire, flood, or earthquake or in any other manner, Beneficiary shall be entitled to all compensation, awards, insurance proceeds, and other payments or relief therefor, and shall be entitled at its option to commence, appear in, and prosecute in its own name any action or proceeding, and to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action, proceeds, or other payments are hereby assigned to Beneficiary which may, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorneys' fees, incurred by it in connection with such compensation, awards, damages, rights of action, proceeds, or other payments, release any and all moneys so received by it or apply the same, or any portion thereof, to reduce the Obligations (whether or not then due) [Beneficiary's rights hereunder regarding use of hazard insurance proceeds being subject, however, to the provisions of Paragraph 4 of this Trust Deed]. Trustor agrees to execute and deliver to Beneficiary such further assignments of such compensation, awards, damages, rights of action, proceeds, or other payments as Beneficiary may from time to time require.

13. Assignment of Leases and Rents; Leasing Requirements. Trustor hereby absolutely, irrevocably and unconditionally conveys, transfers and assigns to Beneficiary all present and future leases, subleases and rental agreements covering the Property (collectively the "Leases") and all rents, issues, profits, royalties, income (including security deposits) and profits arising from the Property (collectively, the "Rents"), together with the right, power and authority to enforce the Leases, collect the Rents and apply the Rents to any of the Obligations. Notwithstanding anything contained in this Trust Deed to the contrary, the assignment set forth in the preceding sentence is an absolute, irrevocable and unconditional present assignment from Trustor to Beneficiary and not merely the passing of a security interest. Trustor may, on behalf of Beneficiary, enforce the

Leases and collect the Rents (but not more than one (1) month in advance) at any time a default does not exist hereunder and an event or condition does not exist which with the giving of notice or lapse of time or both would result in a default hereunder. Trustor shall hold the Rents so collected in trust for Beneficiary and shall use so much of the Rents as is required for the satisfaction of the Obligations. Upon the occurrence of a default hereunder or an event or condition which with the giving of notice or lapse of time or both would result in a default hereunder, the right of Trustor to enforce the Leases and collect the Rents shall automatically terminate, and Trustor shall immediately pay to Beneficiary all of the Rents then held by Trustor. All tenants, lessees and other persons having any obligation to make any payment in connection with the Property are hereby authorized and directed to make such payment directly to Beneficiary upon the demand of Beneficiary. The receipt by Beneficiary of such payment shall be a good and sufficient discharge of the obligation of the tenant, lessee or other person concerned to make the payment connected with the amount so received by Beneficiary. Nothing contained in this Paragraph shall be construed to make Beneficiary a mortgagee in possession or make Beneficiary responsible for any matters relating to the Property or the Leases.

Without the prior written consent of Beneficiary, Trustor shall not enter into, modify, terminate or accept a surrender of any Leases, permit the assignment of any Leases or accept payment of more than one (1) installment of rent due thereunder prior to its due date. Trustor shall timely comply with all of the terms, covenants and conditions as landlord under the Leases. Trustor shall promptly notify Beneficiary of (a) the default by a lessee under any of the Leases; (b) the commencement of any action by any lessee against Trustor, or by Trustor against any lessee; or (c) the receipt of a written notice by Trustor from any lessee claiming that Trustor is in default under a Lease. Trustor shall promptly deliver to Beneficiary a copy of any process, pleading or notice given or received by Trustor in reference to any such action or claim. Prior to entering into any Lease, Trustor shall furnish a copy of the proposed Lease to Beneficiary for its approval. If Beneficiary conditions its approval of a Lease upon certain changes being made thereto, Trustor shall make all of such changes prior to the execution of such Lease. Immediately upon the execution thereof, an executed copy of each Lease shall be furnished to Beneficiary.

14. No Waiver of Rights by Collection of Proceeds. The entering upon and taking possession of the Property or the collection of Rents or the application or release thereof as aforesaid shall not cure or waive any default or notice of default hereunder, shall not invalidate any act done pursuant to such notice of default, and shall not operate to postpone or suspend any of the Obligations.

15. Application of Payments. If at any time during the term hereof Beneficiary receives or obtains a payment, installment, or sum which is less than the entire amount then due in connection with the Obligations and in connection with all other instruments and transactions to which Trustor and Beneficiary are parties, Beneficiary shall, notwithstanding any instructions which may be given by Trustor, have the right to apply such payment, installment, or sum, or any part thereof, to such of the items or obligations then due as Beneficiary may in its sole discretion determine.

16. Tax on Trust Deed or Debt. Trustor shall pay to Beneficiary the amount of all taxes, assessments, or charges which may be levied by any governmental authority upon this Trust Deed, upon the Obligations, or upon Beneficiary by reason of its interests under this Trust Deed or the Obligations. In the event any of said taxes, assessments, or charges cannot legally be paid by Trustor, all of the Obligations shall, at the option of Beneficiary, become immediately due and payable.

17. Records. Within twenty (20) days after demand by Beneficiary, Trustor shall deliver to Beneficiary a true and complete list of the names of all lessees of any portion of the Property, an identification of each lease (and of all agreements and instruments, if any, amending or supplementing the same) and of the space covered thereby, information regarding the term thereof, any security deposits held pursuant thereto, and the amount of rental payable thereunder, and such other information respecting said leases or respecting operation and management of the Property as Beneficiary may request. Beneficiary may make such demand at any reasonable time. Throughout the term of this Trust Deed, Trustor shall furnish to Beneficiary annually, within sixty (60) days after the close of each fiscal year of Trustor, all of the following materials: (i) Statements relating to the Property, showing in detail all items of income and expense relative to the Property for the preceding year and a detailed current rent roll for the Property; (ii) Summarized statements of gross sales made by lessees on or from the Property during the preceding year, where and to the extent that the leases under which such lessees are in occupancy provide for information respecting gross sales to be provided to the lessor or landlord; and (iii) Complete financial statements concerning Trustor, including information respecting the assets and liabilities of Trustor and a profit and loss statement for Trustor. Each of such materials shall be in form satisfactory to Beneficiary and shall be certified by a person satisfactory to Beneficiary. Trustor shall, upon the request of Beneficiary, advise Beneficiary in writing as to the commencement date of Trustor's fiscal year. Any and all of the records, lists and statements described in this Paragraph 17 shall be supplied to Beneficiary without expense to Beneficiary.

18. Acceleration. Time is the essence hereof. All of the Obligations, at the option of Beneficiary and without notice or demand, shall become immediately due and payable upon the discovery that any representation or warranty contained herein or in any instrument relating to the Loan or evidencing or securing the Obligations is untrue or was untrue as of the effective date(s) of such representation or warranty, upon Trustor's breach of or failure to comply with any of its agreements respecting any of the Obligations, upon the occurrence of any other default hereunder or otherwise in connection with the Obligations (including, but not limited to, default in the timely payment of any installment of principal or interest under the Note),

or upon the occurrence of any default in the payment or performance of any obligation owed by Trustor to Beneficiary other than those created by the Note or any instrument evidencing or securing the same or comprising the term Obligations as herein defined, or if Trustor makes an assignment for the benefit of creditors, or if a receiver is appointed for Trustor or any part of the Property, or if Trustor files a petition in bankruptcy, or if Trustor is adjudicated a bankrupt. Thereupon, Beneficiary may either: (i) Cause Trustee to accomplish any necessary prerequisites and to sell the Property at public auction to the highest bidder; or (ii) Proceed to foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages covering real property.

19. Law Governing Exercise of Power of Sale. All procedural matters relating to exercise of the Power of Sale available under this Trust Deed (such as the manner of giving notice of default and notice of sale, the forms employed for such purpose, the persons to receive notice, the time which must elapse between various stages of the proceeding, and the manner in which the sale is conducted) shall be governed by the statutory law which is in effect at the time said power is exercised. In the event some or all of such procedural matters are not covered by then-effective legislation, the matters not covered shall be governed by the law which is in effect at the time this Trust Deed is executed.

20. Trustee's Sale. At the Trustee's Sale the Property may be sold in its entirety or in separate parts in such order as Trustee may determine, subject to Trustor's statutory right to direct the order of sale of real property consisting of several known parcels or lots. Any person, including Trustor, Trustee, and Beneficiary, may bid and purchase at the sale. Upon receipt of payment Trustee shall execute and deliver its Deed to the purchaser. The Trustee's Deed may contain recitals of compliance with any requirements of applicable law relating to exercise of the Power of Sale or to the sale. Such recitals shall constitute conclusive evidence of such compliance in favor of bona fide purchasers and encumbrances for value and prima facie evidence thereof in favor of all other persons. The Trustee's Deed shall operate to convey to the grantee, not subject to any right of redemption, the Trustee's title and all right, title, interest, and claim of Trustor, of its successors in interest, and of all persons claiming by, through, or under them, in and to that part of the Property sold, including any and all right, title, interest, or claim in and to such part which may have been acquired by Trustor or its successors in interest subsequent to the execution of this Trust Deed, but without any covenant or warranty, express or implied. Trustee shall apply the proceeds of sale toward payment of the following, and in the order indicated: (a) All costs and expenses incurred in connection with exercise of the Power of Sale or with the sale, including Trustee's and attorneys' fees and the cost of any evidence of title procured in connection with the sale; (b) Each sum the payment of which is secured by this Trust Deed, together with accrued interest thereon at the applicable rate; and (c) The balance, if any, to those entitled thereto or, at Trustee's discretion, such remainder may be deposited with the County Clerk of the County in which the sale took place. If a deficiency remains after proper application of the proceeds of sale of the Property, Trustor shall, immediately after determination of the amount thereof, pay the same to Beneficiary. Such deficiency shall, both before and after judgment therefor is entered, bear interest at the rate of twenty-one percent (21%) per annum. At any time within three (3) months after the Trustee's sale of the Property, Beneficiary may commence an action to recover such deficiency and interest thereon. In said action Beneficiary shall also be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred by it in connection therewith. Trustor hereby authorizes Trustee, upon its being presented with an Affidavit signed by Beneficiary setting forth facts showing a default under this Trust Deed, to accept as true and conclusive all facts and statements contained therein and to rely and act thereon.

21. Foreclosure as Mortgage. In any proceeding brought to foreclose this Trust Deed as a mortgage, Beneficiary shall be entitled to recover all costs and expenses incident to the realization of its rights hereunder, including court costs and attorneys' fees. Beneficiary shall be entitled to possession of the Property during any period of redemption. Trustor hereby waives any right it or its successors in interest may have in the event of acceleration or entry of a decree of foreclosure: to obtain a partial release of the Property from the lien of this Trust Deed by paying less than the entire amount then secured hereby; or to partially redeem the Property by paying less than the amount necessary to effect redemption in full. If a deficiency remains after proper application of the proceeds from the foreclosure sale, Trustor shall pay the same to Beneficiary immediately after determination of the amount thereof. Such deficiency shall, both before and after judgment therefor is entered, bear interest at the rate of twenty-one percent (21%) per annum.

22. Long-Term Financing. The long term loan must fund through First Capital Commercial and/or assigns or a 6.0% fee will be charged to the borrower(s) at the time of the lien release.

23. Trustee's and Attorneys' Fees. The Obligations shall include all costs, expenses, and fees whatsoever which are in any way related to, or which are in any way incurred by Beneficiary or Trustee in connection with the enforcement or protection of Beneficiary's or Trustee's rights and interests hereunder or otherwise in connection with the Obligations, including Trustee's and attorneys' fees as follows: (a) In the event Beneficiary's rights are enforced or in any way protected through the services of an attorney, but not in conjunction with acceleration of the maturity of the Obligations, a reasonable attorney's fee; (b) In the event Beneficiary accelerates the maturity of the Obligations and thereafter reinstatement thereof occurs, Trustee's and attorneys' fees actually incurred not exceeding such amount as is permissible under the statutory law which is in effect at the time said reinstatement occurs; (c) In the event a sale of the Property is effected by Trustee pursuant to the Power of Sale available hereunder, a reasonable Trustee's fee and a reasonable attorney's fee; (d) In the event an action is commenced to obtain judgment for a deficiency remaining after exercise of the Power of Sale, a reasonable attorney's fee; and (e) In the event a

decree of foreclosure is entered in proceedings to foreclose this Trust Deed as a mortgage, a reasonable attorney's fee. As used herein, the term "attorney's fee" shall include all costs and expenses advanced by the attorney in connection with the rendering of legal services, including fees of appraisers, title insurance companies and other expert witnesses or consultants engaged by the attorney.

24. Mailing Address for Notice of Default. Trustor hereby requests that a copy of any notice of default required by law and a copy of any notice of sale required by law be mailed to Trustor at the address for Trustor set forth at the outset of this instrument.

25. Substitution of Trustee. At any time during the term of this Trust Deed Beneficiary may appoint a successor Trustee to act hereunder. All matters relating to the method of effecting a substitution of Trustees shall be governed by the statutory law which is in effect at the time substitution takes place. In the event then-effective legislation does not cover some or all of the matters relating to the method of accomplishing a substitution of Trustees, the matters not covered shall be governed by the law which is in effect at the time this Trust Deed is executed. From the time a substitution of Trustees is accomplished the new Trustee shall succeed to all the power, duties, authority, and title of the Trustee named herein and of any successor Trustee.

26. Reconveyances. Beneficiary may, through its delivery to Trustee of written request therefor, require Trustee to reconvey, release, and discharge from the operation of this Trust Deed all or any part of the Property. Such written request shall contain a description of that portion of the Property to be reconveyed, a statement of the consideration, if any, received by Beneficiary for such reconveyance, a declaration that Beneficiary is the owner and holder of the Note, and a statement that the Note has not been assigned or transferred. Any reconveyance executed by Trustee shall identify this Trust Deed and shall describe that portion of the Property being released from the lien hereof. The grantee in any such reconveyance may be described as "the person or persons entitled thereto." Any partial reconveyance shall not diminish Trustor's liability for the Obligations and shall not affect or impair the lien of this Trust Deed with respect to the remaining portion of the Property. This Trust Deed need not accompany a request for partial reconveyance but, upon Trustee's demand, Beneficiary shall exhibit to it the Note.

27. Security Agreement. With respect to the Personal Property, this Trust Deed shall constitute a Security Agreement between Trustor, as Debtor, and Beneficiary, as Secured Party, and, cumulative of all other rights of Beneficiary under this Trust Deed, Beneficiary shall have all of the rights and remedies available to a Secured Party under Article 9 of the Utah Uniform Commercial Code (Chapter 9 of Title 70A, Utah Code Annotated (1953)). Upon the occurrence of a default in connection with the Obligations, Beneficiary may at its discretion require Trustor to assemble the Personal Property and make it available to Beneficiary at a place, reasonably convenient to both parties, to be designated by Beneficiary. Beneficiary shall give Trustor notice, by certified or registered mail, postage prepaid, of the time and place of any public sale of any of the Personal Property or of the time after which any private sale or other intended disposition thereof is to be made by sending notice to Trustor at least five (5) days before the time of the sale or other disposition, which provisions for notice Trustor and Beneficiary agree are reasonable. Provided, however, that nothing herein shall preclude Beneficiary from proceeding as to both real and personal property (including the Personal Property) in accordance with Beneficiary's rights and remedies in respect of the real property, as provided in Section 70A-9-501(4), Utah Code Annotated (1953). A carbon, photographic, or other reproduction or copy of this Trust Deed or of a Financing Statement related to or executed pursuant to this Trust Deed shall be sufficient as and may be filed as an original Financing Statement in connection with the security interest granted to Beneficiary herein. Until this Trust Deed is discharged and satisfied of record, Trustor shall, from time to time as and if requested by Beneficiary so to do, execute one or more Financing Statements, Continuation Statements, and other documents in the manner and form required by law and to the reasonable satisfaction of Beneficiary, to perfect, preserve, and maintain the encumbrance of this Trust Deed and the priority hereof relative to such classes or items of collateral (including, without limitation, the Personal Property) covered by this Trust Deed as Beneficiary may from time to time specify. Trustor shall pay to Beneficiary upon demand all expenses incurred by Beneficiary in connection with the preparation, execution, or filing of any such documents.

28. Fixture Filing. With respect to any fixtures included within the definition of Property hereunder, and with respect to any item of Personal Property (including any goods) that are or may become such fixtures, this Trust Deed shall constitute a Financing Statement under the Utah Uniform Commercial Code. It is intended that as to such fixtures and any items of Personal Property (including any goods) that are or may become such fixtures, as well as the proceeds and products thereof, this Trust Deed shall be effective as a Financing Statement filed as a fixture filing in the real estate records of the County in which the Property is located. The Property affected by this Trust Deed is, in part, defined and described by reference to the "Tract" described above. The Record Owner of such "Tract" is Trustor. Information concerning the interest of Beneficiary in such fixtures may be obtained from Beneficiary at its address as shown at the outset of this Trust Deed.

29. Termination of Leases upon Foreclosure. Upon foreclosure of this Trust Deed (whether pursuant to the Power of Sale which is available under this Trust Deed or pursuant to foreclosure of this Trust Deed as a mortgage), no lease then affecting the Property shall be terminated by application of the doctrine of merger, or as a matter of law, or as a result of such foreclosure, unless Beneficiary or the purchaser at the foreclosure sale shall so elect in writing. No act by or on behalf of

Beneficiary, Trustee, or any such purchaser shall constitute or result in termination of any such lease unless Beneficiary or such purchaser shall give written notice of such termination to the tenant or lessee thereunder.

30. Rights Cumulative and Not Waived; Written Consent Required. The rights and remedies accorded by this Trust Deed shall be in addition to, and not in substitution of, any rights or remedies available under now existing or hereafter arising applicable law. All rights and remedies provided for in this Trust Deed or afforded by law or equity are distinct and cumulative and may be exercised concurrently, independently, or successively. The failure on the part of Beneficiary or Trustee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver of any default shall not constitute a waiver of any subsequent or other default. The mere giving of notice to Beneficiary of any proposed or contemplated action requiring Beneficiary's consent shall not constitute consent thereto by Beneficiary. Any consent required to be given by Beneficiary under this Trust Deed shall be deemed given only upon the receipt by Trustor of a writing signed by Beneficiary expressing such consent.


31. Binding on Successors. This Trust Deed shall be binding upon and shall inure to the benefit of the respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns of the parties hereto. The term "Beneficiary" as used herein shall mean the owner and holder, including any pledgee, of the Obligations.

32. Late Charge. Trustor agrees to pay Beneficiary a "late charge" equal to ten percent (10%) of each and any payment due hereunder or pursuant to the Note which is more than fifteen (15) days in arrears. Such late charge shall be made to cover the extra expense involved in handling delinquent payments.

33. Acceptance of Trust. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a 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.

34. Interpretation. The captions which precede the Paragraphs of this Trust Deed are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. In the event there is or comes to be more than one Trustor hereunder, the liability of each shall be joint and several. The invalidity or unenforceability of any portion or provision of this Trust Deed shall in no way affect the validity or enforceability of the remainder hereof. This Trust Deed is executed pursuant to Sections 57-1-19 through 57-1-36, Utah Code Annotated (1953). To the extent the provisions of that legislation are consistent with this Trust Deed, such provisions shall supplement the terms hereof and are incorporated herein. This instrument is delivered in the State of Utah and shall be governed by and construed in accordance with Federal law and the laws of said State.

EXECUTED on or as of the day and year first above written.

"Trustor":
Signed: 
By: Kristopher Mark Hansen, Manager

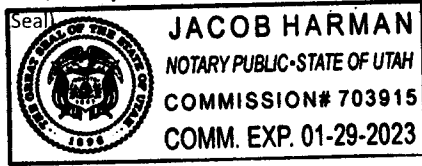
Date: 2/27/19


By: Megan Kaye Hansen, Member

Date: 2/27/19

STATE OF Utah)
COUNTY OF Salt Lake) ss.

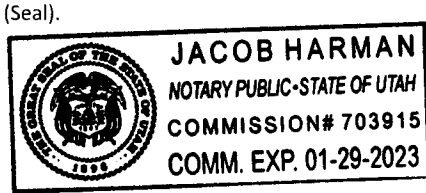
On this 27 day of February, 2019 personally appeared before me, Kristopher Mark Hansen as Member of K&M Hansen, LLC proved to me Jacob Harman on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to on this instrument, and acknowledged that he (she) (they) executed the same.



[Signature]
NOTARY PUBLIC

1-29-23
COMMISSION EXPIRES

On this 27 day of February, 2019 personally appeared before me, Megan Kaye Hansen as Member of K&M Hansen, LLC proved to me Jacob Harman on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to on this instrument, and acknowledged that he (she) (they) executed the same.



[Signature]
NOTARY PUBLIC

1-29-23
COMMISSION EXPIRES

**EXHIBIT "A"
LEGAL DESCRIPTION**

File No.: 18-81557

Parcel No. 1

Lot 11A, SARATOGA WALMART SUBDIVISION SECOND AMENDED, recorded June 30, 2016 as Entry No. 60281:2016, and as Map Filing No. 15123 of the Official Records of the Utah County Recorder, Utah.

Parcel No. 1A

Easements with Covenants and Restrictions affection Land ("ECR") recorded September 11, 2006 as Entry No. 118931:2006 of the official records of Utah County, Utah.