

Recording Requested by:  
First American Title Insurance  
Company  
1795 E Legend Hills Drive, Ste 100  
Clearfield, UT 84015  
(801)825-1313



ENT 206783:2021 PG 1 of 3  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2021 Dec 14 2:53 pm FEE 40.00 BY TM  
RECORDED FOR JEPPSON, BRUCE GLENN

AFTER RECORDING RETURN TO:  
TBJ Investments, LLC  
142 E 400 N  
Beaver, UT 84713

SPACE ABOVE THIS LINE (3 1/4" X 5") FOR RECORDER'S USE

## DEED OF TRUST AND ASSIGNMENT OF RENTS

Escrow No. **14253-6186400 (lv)**  
A.P.N.: **25-063-0037**

This Deed of Trust, made December 14, 2021 between 3TD, LLC, as TRUSTOR, whose address is 3901 W Blue Grass Blvd, Suite 200, **Lehi, UT 84043**, First American Title Insurance Company, as TRUSTEE, and TBJ Investments, LLC, as BENEFICIARY,  
Witnesses: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property, situated in Utah County, State of Utah:

**BEGINNING AT THE WEST QUARTER CORNER OF SECTION 35, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE EAST A DISTANCE OF 1093.75 FEET AND NORTH A DISTANCE OF 611.98 FEET TO THE REAL POINT OF BEGINNING; THENCE NORTH 0°00'00" WEST A DISTANCE OF 115.30 FEET; THENCE SOUTH 90°00'00" EAST A DISTANCE OF 87.59 FEET; THENCE SOUTH 0°33'26" WEST A DISTANCE OF 115.31 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE OF 86.47 FEET TO THE POINT OF BEGINNING.**

**TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON THE LAND TO THE EAST TO 770 WEST STREET. ADJACENT PARCEL SHALL ALSO MAINTAIN ITS CULINARY WATERWELL AND SEWER SEPTIC SYSTEM UNTIL DEVELOPMENT PROVIDES THOSE UTILITIES TO THE LOT TO AND FROM 770 WEST STREET. AS RESERVED IN WARRANTY DEED RECORDED SEPTEMBER 1, 2020, AS ENTRY NO. 133196:2020, OF OFFICIAL RECORDS.**

Tax ID Number: **25-063-0037**

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits.

### For the Purpose of Securing:

(1) payment of the indebtedness evidenced by a promissory note of even date hereof in the principal sum of **\$300,000.00** made by Trustor, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or his successors or assigns, when evidenced by

14. The failure on the part of the Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

15. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

16. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than such time as may be required by law beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant of warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at **See note**% per annum from date of expenditure; (4) all other sums then secured hereby; and 5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

17. Trustor agrees to surrender possession of the hereinabove described Trust property to the Purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Trustor.

18. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

19. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by the law.

20. This Deed of Trust shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledge, of the note secured hereby. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

21. 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.

22. This Deed of trust shall be construed according to the laws of the State of Utah.

23. 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.

3TD, LLC

By: *Michael Lynn Hatch* Manager  
Name: Michael Lynn Hatch aka Mike Hatch  
Title: Manager

STATE OF UT )  
County of Utah )ss.

On December 14, 2021, before me, the undersigned Notary Public, personally appeared **Michael Lynn Hatch aka Mike Hatch, Manager of 3TD, LLC**, 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 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.

WITNESS my hand and official seal.

My Commission Expires: 01/25/2025

*Robert J Burgess*  
Notary Public

