

When recorded mail to:  
Liberty Mountain Group, LLC  
435 Aspen Drive, Unit 4  
Park City, Utah 84098

*23018SP*



\*W2661363\*

E# 2661363 PG 1 OF 8  
ERNEST D. ROWLEY, WEBER COUNTY RECORDER  
24-Oct-13 02:27 PM FEE \$31.00 DEP SY  
REC FOR: CORNERSTONE TITLE INSURANCE AGENCY  
ELECTRONICALLY RECORDED

### ALL-INCLUSIVE TRUST DEED

THIS ALL-INCLUSIVE NON-RECOURSE TRUST DEED ("Trust Deed") is made and entered into by and between 23<sup>rd</sup> PARTNERS, LLC ("Trustor"), CORNERSTONE TITLE INSURANCE AGENCY, LLC ("Trustee") and LIBERTY MOUNTAIN GROUP, LLC ("Beneficiary").

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property (the "Property") situated in Weber County, State of Utah.

Parcel 1:

Part of Lot 1, Block 41, Plat A, Ogden City Survey, Weber County, Utah: Beginning at a Point 4 rods East of the Southwest corner of said Lot 1 and running thence East 41 feet, thence North 8 rods; thence West 41 feet thence South 8 rods to the place of beginning.

The following is shown for information purposes only: 01-035-0007

*✓ MP*

Parcel 2:

Part of Lot 1, Block 41, Plat A, Ogden City Survey, Weber County, Utah: Beginning at the Southwest corner of Lot 1, running thence North 8 rods, thence East 4 rods; thence South 8 rods; thence West 4 rods to the place of beginning.

The following is shown for information purposes only: 01-035-0008

*MP*

Parcel 3:

Part of Lot 10, Block 41, Plat A, Ogden City Survey, Weber County, Utah: Beginning at a point 150 feet West of the Northeast corner of said Lot 10; thence West 180 feet; thence South 132 feet; thence East 180 feet; thence North 132 feet to the place of beginning.

The following is shown for information purposes only: 01-035-0055

*MP*

Parcel 4:

Part of Lot 3, Block 41, Plat A, Ogden city Survey, Weber County Utah: Beginning at a point 82.5 feet West and 165 feet North of the Southeast corner of Lot 2, and running thence East 40 feet; thence North 99 feet; thence West 40 feet; thence South 99 feet to the place of beginning.

Together with a right of way as follows: Beginning at a point 37.5 feet West from the Southeast corner of Lot 2; thence North 264 feet; thence West 10 feet; thence South 264 feet thence East 10 feet to the place of beginning.

The following is shown for information purposes only: 01-035-0018

JMP

Parcel 5:

Part of Lot 3, Block 41, Plat A, Ogden City Survey, Weber County, Utah, Beginning at the Southeast corner of Lot 3 and running thence North 132 feet to the North line of Lot 3, thence West 42.5 feet; thence South 132 feet to the South line of Lot 3; thence East 42.5 feet to the place of beginning.

Together with a right of way as follows: Beginning at a point 37.5 feet West from the Southeast corner of Lot 2; thence North 264 feet thence West 10 feet; thence South 264 feet thence East 10 feet to the place of beginning.

The following is shown for information purposes only: 01-035-0019

JMP

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, and issues, profits, income tenements, hereditaments, privileges and appurtenances hereunto belonging, now or hereafter used or enjoyed with the 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 an All-Inclusive Non-Recourse Promissory Note (hereinafter the "Note") of even date herewith, in the principal sum of an amount equal to the unpaid principal balance of an Adjustable-Rate Promissory Note ("First Note") secured by a deed of trust ("Deed of Trust") described below, made by Beneficiary, 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 a Promissory Note or Notes reciting that they are secured by this Trust Deed; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

This instrument is an All-Inclusive Trust Deed subject and subordinate to the following Deed of Trusts (hereinafter "Senior Encumbrance"):

Deed of Trust  
Dated: August 16, 2006  
Trustor: Patrick M. Pooer and Tracy L. Pooer  
Beneficiary: Silver Hill Financial, LLC  
Trustee: Priority Title Insurance Agency, Inc.

Amount: \$560,000.00, plus interest  
Recorded: August 24, 2006  
Entry No. 2203342

The terms, conditions, restrictions and limitations of that certain Assignment of Leases and Rents, Recorded: August 24, 2006  
Entry No.: 2203343, of Official Records.

Assignment of Deed of Trust in favor of Bayview Loan Servicing, LLC, recorded April 18, 2007 as Entry No. 2257068.

Assignment of Deed of Trust in favor of Bayview Loan Servicing, LLC, recorded May 4, 2007 as Entry No. 2261428.

Modification Agreement to modify the terms and provisions of said deed of trust and subject to the terms, conditions and limitations contained therein.

Recorded: July 21, 2011  
Entry No.: 2534899

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

1. To use reasonable efforts to keep the Property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; and if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on the Property, Trustor further agrees:
  - (a) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and
  - (b) To allow Beneficiary to inspect the Property at all times during construction.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. To provide and maintain insurance, of such type or types and amounts are reasonable and customary, on the improvements now existing or hereafter erected or placed on the Property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Trustor and Beneficiary jointly, at their option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

3. To deliver to, Pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.
4. To appear in and defend any action or proceeding purporting to affect the security thereof, the title to the Property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and reasonable attorney's fees, in a reasonable sum incurred by Trustor, the Beneficiary and/or the Trustee.
5. To pay all taxes, insurance and assessments of every kind or nature as and when required by the Holders of Senior Encumbrances or when otherwise due in absence of any requirements under the Senior Encumbrances.
6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, shall deliver to the Trustor a notice of default granting the Trustor thirty (30) days to cure the specified default, and without releasing Trustor from any obligation hereof, may: 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 the Property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrances, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including cost of evidence of title, employ counsel, and pay reasonable legal fees.
7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at 18% until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Should the Property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefore, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights or action and proceeds, including the proceeds of any policies of fire and other insurance affecting the Property, are hereby assigned to Beneficiary, who shall, after deduction therefrom all its reasonable expenses, including reasonable attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.
9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note of endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any persons for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of the Property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the Property. The grantee in any reconveyance

may be described as "the person or persons entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

10. As additional security and in the event of an uncured default by the Trustor, Trustor hereby assigns Beneficiary, during the continuance of their trusts, all rents, issues, royalties, profits of the property affected by this Trust Deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.
11. Upon any default by Trustor hereunder, and after thirty(30) days written notice, Beneficiary may at any time without further notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.
12. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damages of the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
13. The failure on the part of 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.
14. 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 the Property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein the Property or some part of parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.
15. After the lapse of such time as may then be required by law or this Trust Deed, whichever is greater, 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 the 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 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 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 one day 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 the Property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the trustfulness thereof. Any person, including Beneficiary, may bid at the same. 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 evidence of title procured in connection with such sale; (2) all sums expended under the terms hereof, not then repaid, with accrued interest at 18%; (3) all other sums then secured hereby; and (4) 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.

16. If at any time the Senior Encumbrance declares their loan in default because of this All-Inclusive Trust Deed, or for any other reason, Trustor agrees to cure that default or find alternative financing within 90 days of that notice of default. If Trustor does not cure the default or find alternative financing, Trustor will be considered in default of this Trust Deed.
17. Upon the occurrence of any default hereunder and after the Beneficiary has delivered written notice to the Trustor giving the Trustor thirty (30) days to cure the default, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed 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 reasonable costs and expenses incident thereto, including a reasonable attorney's fee, in such amount as shall be fixed by the court.
18. 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 the Property or some part hereof is situated, a substitution of Trustee. From the time the substitution is filed for record, the new Trustee shall succeed to all 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 law.
19. Trustor shall not obtain additional financial obligations or encumbrances on the Property until all Seller financing has been paid off.
20. If Trustor is in default, Trustor and Beneficiary may elect to execute a Deed in Lieu of Foreclosure.
21. This Trust Deed 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 pledgee, of the note secured hereby. In this Trust Deed, whenever the contest

- 22. This Trust Deed 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 pledgee, of the note secured hereby. In this Trust Deed, whenever the contest requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.
- 23. For purposes of this Trust Deed, "Affiliated Person" means any member or owner, manager or officer of the Trustor, including any entity, trust or trustee, individual, affiliate, heir, etc. of the Trustor.
- 24. This Trust Deed and the non-recourse promissory note (the "Note") it secures are "non-recourse". "Non-Recourse" means that the only recourse available to the Beneficiary or Trustee, their successors and assigns, (and the Lender under the Note) in the event of a default, foreclosure or deficiency under the Note and this Trust Deed is to the Property and not to Affiliated Persons or to any other assets of the Trustor. The Beneficiary and Trustee may look only to the Property for collection of any sums that are or may become the obligation of the Trustor.
- 25. No Affiliated Person shall be personally liable for any duties or obligations of the Trustor, or for any duties or obligations arising out of any acts or conduct of any Affiliated Person performed for or on behalf of the Trustor. The Beneficiary and Trustee, their successors and assigns, shall hold harmless each Affiliated Person and its heirs and administrators, from and against any and all claims, judgments and liabilities on behalf of the Beneficiary to which Trustor shall become subject related to this Trust Deed and the Note, by reason of having theretofore or hereafter being an Affiliated Person, or by reason of any action alleged to have theretofore or hereafter taken or omitted to have been taken by an Affiliated Person.
- 26. Trustee accepts this Trust when this Trust Deed, 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 Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.
- 27. This Trust Deed shall be construed according to the laws of the State of Utah.
- 28. The Beneficiary and Trustee will deliver a copy of any notice of default and of any notice of sale hereunder to the Trustor at the address hereinbefore set forth.
- 29. 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.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED:

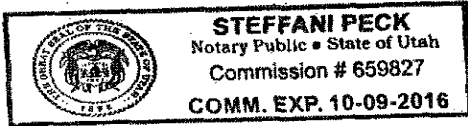
23<sup>rd</sup> PARTNERS, LLC

  
 BY: GLEN P. KNIGHT  
 ITS: MANAGER

10/23/2013  
 \_\_\_\_\_  
 DATE

State of Utah )  
County of Salt Lake :SS

On October 23 2013, personally appeared before me, Steffani Peck,  
Glen P. Knight of 23RD Partners, LLC, the signer of this document who duly acknowledged to me that it  
was executed with authority.



[Signature]  
NOTARY PUBLIC

Scott Mazur, Manager of Liberty Mountain Group, LLC, the Beneficiary, hereby accepts the  
foregoing All-Inclusive Non-Recourse Promissory Note and agrees to perform each and all of  
the terms thereof on the part of the Beneficiary to be performed.

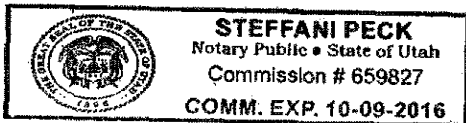
**BENEFICIARY: LIBERTY MOUNTAIN GROUP, LLC**

[Signature]  
BY: SCOTT MAZUR  
ITS: MANAGER

10/23/13  
DATE

State of Utah )  
County of Salt Lake :SS

On October 23, 2013, personally appeared before me, Steffani Peck,  
Scott Mazur of Liberty Mountain Partners, LLC, the signer of this document who duly acknowledged to  
me that it was executed with authority.



[Signature]  
NOTARY PUBLIC