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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
05/14/2014 11:45 AM  
FEE \$18.00 Pgs: 5  
DEP RT REC'D FOR TITLEONE CORPORAT  
ION

**AFTER RECORDING MAIL TO:**

**JACKSONS FOOD STORES, INC.  
ATTN: ROBERT TEFFETELLER  
3450 E. COMMERCIAL COURT  
MERIDIAN, ID 83642**

Reference No.:

**RETURNED  
MAY 14 2014**

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**DEED OF TRUST**

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Grantor(s): AOA PROPERTIES, LLC  
Beneficiary: JACKSON OIL, A DIVISION OF JACKSONS FOOD STORES, INC., A NEVADA CORPORATION  
Trustee: FIRST AMERICAN TITLE INSURANCE COMPANY  
Full legal description: EXHIBIT A ATTACHED HERETO  
Assessor's Tax Parcel Number(s): 060490149

THIS DEED OF TRUST, is made this 25TH day of APRIL, 2014 between AOA PROPERTIES, LLC, GRANTOR, whose address is 310 Main Street, Clearfield, Utah 84015, FIRST AMERICAN TITLE INSURANCE COMPANY, TRUSTEE, whose address is 5929 South Fashion Pointe Drive, Suite 120, Ogden, Utah 84403, and JACKSON OIL, A DIVISION OF JACKSONS FOOD STORES, INC., A NEVADA CORPORATION, BENEFICIARY, whose address is 3450 E. Commercial Court, Meridian, ID 83642.

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the following described real property in DAVIS County, UTAH:

- ALL OF PARCEL NO. 060490149**
- 560 WEST 500 SOUTH, BOUNTIFUL, UTAH 84010**
- MORE FULLY DESCRIBED IN EXHIBIT A ATTACHED HERETO**

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof.

This deed is for the purpose of securing performance of A PERSONAL GUARANTY GRANTED TO BENEFICIARY BY GRANTOR TO SECURE THE OBLIGATIONS OF B & M GAS AND FOOD, INC., A UTAH CORPORATION, IN THE PERFORMANCE OF B & M GAS AND FOOD, INC.'S OBLIGATIONS UNDER A DEALER SUPPLY AGREEMENT AND RELATED AGREEMENTS, AND ANY RENEWALS OR EXTENSIONS THEREOF. THE GUARANTY AND THIS DEED OF TRUST SECURING THE GUARANTY SECURE THE REPAYMENT OF ANY SUMS DUE BENEFICIARY BY B & M GAS AND FOOD, INC. AND GRANTOR AS GUARANTOR, WHETHER EXISTING, OR HEREAFTER OWING DUE TO THE EXTENSION OF CREDIT OR PAYMENT OF ANY FUNDS TO OR ON BEHALF OF B & M GAS AND FOOD, INC. BY BENEFICIARY. This deed is also for the purpose of securing each agreement of Grantor herein contained, and the performance of Grantor under the terms of the Guaranty entered into by and between Grantor and Beneficiary of even date herewith, and also such further sums as may be advanced or loaned by Beneficiary to B & M GAS AND FOOD, INC., Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement

thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. 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 its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property herein above described, Beneficiary may pay the same, and the amount so paid, with interest at the rate of twelve (12%) per annum, shall be added to and become a part of the debt secured in this Deed of Trust.

**IT IS MUTUALLY AGREED THAT:**

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay. 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.

3. 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 guaranty (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 said 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 said 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. Grantor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

4. As additional security, Grantor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, profits of the property affected by this Trust Deed and of any personal property located thereon. Until Grantor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Grantor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Grantor shall default as aforesaid, Grantor'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.

5. Upon any default by Grantor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Grantor 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 said 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.

6. The entering upon and taking possession of said 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 said 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.

7. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

8. Time is of the essence hereof. Upon default by Grantor 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 of parcel thereof is situated. Beneficiary also shall deposit with Trustee, the guaranty and all documents evidencing expenditures secured hereby.

9. 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 Grantor, 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 Grantor 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 said 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 the rate borne by the principal balance under the Guaranty from date of expenditure; (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.

10. 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 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 costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

11. 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 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.

12. 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 Grantor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the guaranty 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.

13. 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 Grantor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.


14. This Trust Deed shall be construed according to the laws of the State of Utah.

15. The undersigned Grantor requests that a copy of any notice of default and any notice of sale hereunder be mailed to Grantor at the address hereinbefore set forth.

Dated: April 25, 2014


Signature(s) of Grantor

AOA Properties, LLC

  
\_\_\_\_\_  
By: Omar Mansour  
Its: Member/Manager

State of Utah )  
                          ) ss.  
County of Salt Lake

On this 30 day of April, 2014, personally appeared before me Omar Mansour, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Member of AOA Properties, LLC and that said document was signed by him on behalf of said Limited Liability Company by Authority of its Operating Agreement, and said Omar Mansour acknowledged to me that said Limited Liability Company executed the same.

  
\_\_\_\_\_  
Notary Public

NOTARY PUBLIC Residing at Salt Lake  
JARON TODD SHEPPARD  
Commission No. 60062 My commission expires: 09/17/14  
Commission Expires  
SEPTEMBER 17, 2014  
STATE OF UTAH

Exhibit A

Legal Description

**Beginning on the Northerly right of way line of 500 South Street 515 feet South and 10.51 chains West from the Northeast Corner of Section 25, Township 2 North, Range 1 West, Salt Lake Base and Meridian; thence North 3°30'00" West 157.0 feet; thence South 89°49'23" West 73.81 feet; thence North 00°10'37" West 90.00 feet; thence South 89°49'23" West 68.00 feet to the Easterly right of way line of state road; thence Southerly along the arc of a 1015.37 foot radius curve to the right 98.03 feet (chord bears South 02°06'57" East 89.00 feet); thence South 01°02'00" East 107.82 feet; thence South 59°15'43" East 96.90 feet to the said Northerly right of way line of 500 South Street; thence East 63.15 feet to the point of beginning.**