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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
9/19/2018 12:04:00 PM
FEE \$36.00 Pgs: 14
DEP eCASH REC'D FOR FIRST AMERICAN TITLE-M

WHEN RECORDED, RETURN TO:

Valley National Bank
4790 140th Avenue N.
Clearwater, Florida 33762

**DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY
AGREEMENT AND FIXTURE FILING**

from

MCS BOUNTIFUL PROPERTY HOLDINGS, LLC

as Trustor

to

FIRST AMERICAN TITLE INSURANCE COMPANY

as Trustee

and

VALLEY NATIONAL BANK

as Beneficiary

**THIS DEED OF TRUST SECURES A NOTE WHICH PROVIDES FOR A VARIABLE
INTEREST RATE.**

Dated: September 18, 2018
Property: 535 S. Main Street, Bountiful, Utah 84011
Tax ID No.: 03-036-0124

**DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY
AGREEMENT, AND FIXTURE FILING**

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING (together with all amendments and supplements, this "Deed of Trust") is made as of September 18 2018, by MCS BOUNTIFUL PROPERTY HOLDINGS, LLC, a Florida limited liability company, having an address at 911 Chestnut Street, Clearwater, Florida 33756, its successors and permitted assigns ("Trustor"), to FIRST AMERICAN TITLE INSURANCE COMPANY, whose address is 215 South State Street, Suite 380, SLC Utah 84111 ("Trustee"), and VALLEY NATIONAL BANK, a national banking association, having an address at 4790 140th Avenue N., Clearwater, Florida 33762 ("Beneficiary").

ARTICLE I. GRANTING CLAUSE.

Section 1.01 Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the property situated in Davis County, Utah, being more particularly described on Exhibit "A", attached hereto and incorporated herein by reference.

Section 1.02 TOGETHER WITH all buildings and other improvements, fixtures and equipment now or hereafter located on the real property and all right, title, interest, and privileges of Trustor now owned or hereafter acquired in and to all streets, ways, roads, and alleys used in connection with or pertaining to such real property, all development rights or credits, licenses and permits, air rights, water, water rights and water stock related to the real property, and all minerals, oil and gas, and other hydrocarbon substances in, on or under the real property, and all appurtenances, easements, estates, tenements, hereditaments, privileges, rights and rights of way appurtenant or related thereto; all buildings and other improvements and fixtures now or hereafter located on the real property, including, but not limited to, an approximately 43,000 square foot office building and adjacent land, all apparatus, equipment and appliances used in the operation or occupancy of the real property, it being intended by the parties that all such items shall be conclusively considered to be a part of the real property, whether or not attached or affixed to the real property ("Improvements"); all interest or estate which Trustor may hereafter acquire in the property described above, and all additions and accretions thereto, and the proceeds of any of the foregoing; (all of the foregoing being collectively referred to as the "Property"). The listing of specific rights or property shall not be interpreted as a limit of general terms.

TO HAVE AND TO HOLD the same IN TRUST, WITH POWER OF SALE, however, for the purpose of securing:

I. The payment of all indebtedness owing from Trustor to Beneficiary pursuant to that certain Promissory Note ("Note") of even date herewith, in the principal amount of ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$1,800,000.00) executed by Trustor and payable to the order of Beneficiary;

II. The performance of each covenant and agreement of Trustor contained herein and in any modification or amendment of this Deed of Trust; and

III. Payment and performance of all covenants and obligations on the part of Trustor, as Borrower under that certain Loan Agreement of even date herewith (as the same may be amended, modified, supplemented or replaced from time to time, "Loan Agreement"); and

IV. Payment and performance of all future advances and other obligations that the then record owner of all or part of the Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Lender, when such future advance or obligation is evidenced by an instrument in writing, which recites that it is secured by this Security Instrument including any and all advances or disbursements of Lender with respect to the Property for the payment of taxes, assessments, insurance premiums or costs incurred for the protection of the Property; and

V. All modifications, extensions, novations and renewals of any of the obligations secured hereby, however evidenced, including, without limitation: (i) modifications of the required principal payment dates or interest payment dates or both, as the case may be, deferring or accelerating payment dates wholly or partly; or (ii) modifications, extensions or renewals at a different rate of interest whether or not in the case of a note, the modification, extension or renewal is evidenced by a new or additional promissory note or notes.

ARTICLE II. COVENANTS.

Section 2.01 Repayment of Indebtedness. Trustor covenants and agrees to pay promptly the principal of and interest on the Indebtedness, to pay promptly all other sums due pursuant hereto, and to perform each and every agreement and condition contained in the Note and this Deed of Trust.

Section 2.02 Use of the Property. The Property shall be used for commercial purposes or any other use permitted by law.

Section 2.03 Payment of Taxes and Assessments. Trustor covenants and agrees to pay before they become delinquent all taxes, special assessments, water and sewer rents or assessments, and all other charges imposed by law upon or against the Property, ordinary and extraordinary, unforeseen and foreseen ("Impositions"). Trustor shall deliver to Beneficiary evidence of payment of Impositions and insurance premiums within thirty (30) days after such payment is made. Such evidence shall be in the form of the original or a photostatic copy of the official receipt evidencing such payment or other proof of payment satisfactory to Beneficiary. The failure of Trustor to deliver to Beneficiary such receipts or to submit other satisfactory proof of such payment to Beneficiary shall constitute an Event of Default.

Section 2.04 Preservation of Lien Priority by Trustor. The lien of this Deed of Trust is and will be maintained as a valid FIRST lien on the Property.

Section 2.05 Licenses. Trustor shall keep in full force and effect all licenses, permits, authorizations, rights and franchises necessary to operate its respective businesses

or in connection with the Property and shall not engage in any action or do anything which would impair any such license, permit, authorization, right, or franchise. Trustor shall promptly advise Beneficiary of any order, application, suit, hearing, or proceeding which might affect Trustor's rights in any respect in any license, permit authorization, right or franchise now or hereafter held by Trustor.

Section 2.06 Deed of Trust as Security Agreement and Fixture Filing. This Deed of Trust shall cover the Improvements, Improvements Equipment, all other property affixed to or located upon the real property described herein, and all articles of personal property and all materials delivered to the Property for incorporation or use in any construction being conducted thereon and owned by Trustor (which to the fullest extent permitted by law shall be deemed fixtures and a part of the real property). If any property covered by this Deed of Trust consists of rights in action or personal property covered by the Uniform Commercial Code ("UCC"), this Deed of Trust constitutes, and Trustor hereby grants, a security agreement and fixture filing and is intended when recorded to create a perfected security interest in such property in favor of Beneficiary. This Deed of Trust shall be self-operative with respect to such property, but Trustor agrees to execute and deliver on demand such security agreements, financing statements, and other instruments as Beneficiary may request in order to impose the lien hereof more specifically upon any of such property and to pay all costs in connection therewith, including but not limited to Beneficiary's attorneys' fees and all recording and/or filing fees associated therewith. If the lien of this Deed of Trust on any property is subject to a prior security agreement covering such property, then if any Event of Default occurs, Trustor hereby assigns to Beneficiary all its right, title, and interest in and to all deposits thereon, together with the benefit of any payments now or hereafter made thereon. For purposes of treating this Deed of Trust as a security agreement and financing statement, Beneficiary shall be deemed to be the secured party and Trustor shall be deemed to be the debtor.

Section 2.07 Maintenance of Property. Trustor shall not commit any waste on the Property or take any actions that might invalidate any insurance carried on the Property. Trustor, in the use and operation of the Property, shall comply with all covenants and conditions, restrictions, agreements or other matters affecting the Property. Trustor shall not bring or keep any article on the Property or cause or permit any condition to exist on the Property which is prohibited by or could invalidate any insurance coverage maintained, or required hereunder to be maintained, with respect to all or any part of the Property. Trustor shall do all acts which from the character or use of the Property may be reasonably necessary to protect the security of this Deed of Trust and not specifically set forth herein.

Section 2.08 Protection of Security; Costs and Expenses. At any time and from time to time, Trustor will execute and deliver all such further documents and do all such other acts and things as Beneficiary may reasonably request in writing in order to protect the security and priority of the lien created hereby. If Trustor fails to perform any of the covenants or agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects Beneficiary's interest in the Property or any part thereof, including, but not limited to, eminent domain, code enforcement, or proceedings of any nature whatsoever under any federal, state or local law or regulation, whether now

existing or hereafter enacted or amended, relating to bankruptcy, insolvency, arrangement, reorganization or other form of debtor relief, or to a decedent, then Beneficiary may, but without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereunder, make such appearances, disburse such sums and take such action as Beneficiary deems necessary or appropriate to protect Beneficiary's interest, including, but not limited to, disbursement of reasonable attorneys' fees, enter upon the Property to make repairs or take other action to protect the security hereof. Trustor further agrees to pay all reasonable expenses of Beneficiary (including fees and disbursements of counsel) incident of the protection of the rights of Beneficiary hereunder, or to enforcement or collection of payment of the Indebtedness, whether by judicial or nonjudicial proceedings, or in connection with any bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding of Trustor, or otherwise. Any amounts disbursed by Beneficiary pursuant to this Section shall be part of the Indebtedness and secured by this Deed of Trust and shall bear interest at the interest rate stated in the Note. Trustor shall pay all such amounts immediately without demand. Nothing contained in this Section shall be construed to require Beneficiary to incur any expense, make any appearance, or take any other action.

Section 2.09 Notify Lender of Default. Trustor shall notify Beneficiary in writing within five (5) days of the occurrence of any Event of Default or other event which, with the giving of notice or the passage of time or both, would constitute an Event of Default.

Section 2.10 Compliance with Laws. Trustor will comply promptly with all present and future laws, statutes, ordinances, orders, rules, regulations, restrictions, and requirements of all federal, state, and municipal governments, courts, departments, commissions, boards, and officers, any national or local Board of Fire Underwriters, or any other body exercising similar functions, foreseen or unforeseen, ordinary or extraordinary, which may be applicable to Trustor, the Indebtedness, the Property, the landscaping, sidewalks, curbs, and vaults adjoining the Property, or to the use or manner of use of the Property whether or not such law, statute, ordinance, order, rule, regulation, restriction, or requirement necessitates structural changes or improvements, or the removal of any encroachments or projections, ornamental, structural, or otherwise, onto or over the streets adjacent to the Property, or onto or over property contiguous or adjacent thereto, and including without limitation, all zoning, building code, environmental protection and equal employment opportunity laws, statutes, ordinances, orders, rules, regulations, restrictions, and requirements.

ARTICLE III.ASSIGNMENT OF RENTS AND LEASES.

As additional security for the payment of the Indebtedness, Trustor hereby presently and unconditionally assigns, transfers, and sets over to Beneficiary, all rents, profits, accounts, issues and income now or hereafter derived from the Property including all prepaid rent and security deposits (the "Rents") and all right, title, and interest of Trustor in and to the Leases, any modifications or renewals of the Leases and all guaranties of any lessee's obligation under the Leases. Trustor reserves and Beneficiary grants to Trustor a license to collect the Rents. Upon notice to Trustor and the lessees under

the Leases, all Rent shall be paid directly to Beneficiary. If an Event of Default occurs, and without regard to the adequacy of its security hereunder and without notice to or demand upon Trustor, Beneficiary shall thereafter have full and complete right and authority to demand, collect, receive, and receipt for the Rents, to take possession of the Property without having a receiver appointed, to rent and manage the Property from time to time, and to apply the net proceeds of the Rents to the Indebtedness until all delinquencies, advances, and the Indebtedness are paid in full or until Beneficiary obtains title to the Property through foreclosure or otherwise. Trustor hereby irrevocably authorizes and directs any lessee under the Leases, upon receipt of notice from Beneficiary, to pay thereafter all Rents directly to Beneficiary. Upon the occurrence of an Event of Default, Beneficiary or the holder of the certificate of purchase (issued by the Trustee after the Trustee's sale) may enforce its rights to the Rents by any appropriate civil suit or proceeding. Beneficiary or the holder of such certificate of purchase shall be entitled as a matter of right to a receiver for the Property without regard to the solvency or insolvency of Trustor or of the then owner of the Property or of the Property's value. Such receiver shall apply the Rents according to the law and the orders and directions of a court of competent jurisdiction. Neither the foregoing assignment of Rents to Beneficiary nor the exercise by Beneficiary of any of its rights or remedies hereunder shall be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any part of the Property, unless and until Beneficiary, in person or by agent, obtains title to the Property. The appointment of a receiver for the Property by any court at the request of Beneficiary or by agreement with Trustor, or the entering into possession of the Property by such receiver, shall not be deemed to make Beneficiary a mortgagee-in-possession or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any part of the Property.

ARTICLE IV. EVENTS OF DEFAULT AND REMEDIES.

Section 4.01 Events of Default. Each of the following shall constitute an Event of Default ("Event of Default") hereunder:

(a) Overdue Payment. Borrower fails to pay any installment of principal or of interest on the Note or any other sum required to be paid pursuant to the Note or any Loan Document within ten (10) days after the date on which such payment is due.

(b) Non-monetary Breach. Trustor commits any breach, not involving the payment of moneys, in the due observance or performance of any covenant, condition, or agreement contained in the Note, this Deed of Trust, the Deed of Trust executed by Chris Roth of even date herewith, or any loan document related hereto, and Trustor or Borrower fails to cure such breach within thirty (30) days after Beneficiary gives written notice to Trustor and Borrower of such breach; provided, if a different period or notice requirement is specified for any particular breach under this Deed of Trust or under the Note or under any Loan Document, such specific provision shall control.

Section 4.02 Acceleration; Notice. Time is of the essence hereof. Upon the occurrence of any Event of Default, at Beneficiary's option and in addition to any other remedy Beneficiary may have under the Note or any other Loan Document or at law or in equity or by statute, Beneficiary may declare all sums secured hereby immediately due and payable and elect to have the Property sold in the manner provided herein. In the event Beneficiary elects to sell the Property, 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 the office of the County Recorder of the County wherein the Property is located. Beneficiary shall also deposit with Trustee the Note and all documents evidencing expenditures secured by this Deed of Trust. Beneficiary shall send a copy of any notice of default and any notice of sale hereunder to Trustor at the address set forth in the first paragraph of this Deed of Trust.

Section 4.03 Exercise of Power of Sale. After the lapse of such time as may then be required by law following the recordation of the 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 the notice of sale, either as a whole or in separate parcels, and in such order as Beneficiary may determine (and Trustor hereby waives the right, on its own behalf and anyone claiming by, through or under Trustor, 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 deemed 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 seventy-two hours beyond the day designated in the notice of sale, notice of the time, date and place of sale shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser a Trustee's Deed conveying the Property so sold, but without any covenant of warranty, express or implied. The recitals in the Trustee's 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 (a) the costs and expenses of exercising the power of sale and of the sale, including the payment of Trustee's reasonable attorney's fees and costs; (b) cost of any evidence of title procured in connection with such sale; (c) all sums expended under the terms hereof in conjunction with any default provision hereunder, not then repaid, with accrued interest at the Default Rate then provided for in the Note; (d) all sums then secured by this Deed of Trust, including interest and principal on the Note; and (e) the remainder, if any, to the person or persons legally entitled thereto, or Trustee, in Trustee's discretion, may deposit the balance of such proceeds with the County Clerk of the County wherein the Property is located.

Section 4.04 Surrender of Possession. Trustor shall surrender possession of the Property to the purchaser immediately after the sale of the Property as provided in Section 4.3 above, in the event such possession has not previously been surrendered by Trustor.

Section 4.05 UCC Remedies. Notwithstanding anything to the contrary in Sections 4.3 and 4.4, Beneficiary, with regard to all fixtures, chattels, equipment, inventory, and personal property, conveyed to Trustee pursuant to Section 1 of this Deed of Trust, shall have the right to exercise, from time to time, any and all rights and remedies available to Beneficiary, as a secured party under the Utah Uniform Commercial Code, and any and all rights and remedies available to Beneficiary under any other applicable law. Upon written demand from Beneficiary, Trustor shall, at Trustor's expense, assemble such fixtures, chattels, equipment, inventory, and personal property and make them available to Beneficiary at a reasonably convenient place designated by Beneficiary.

Section 4.06 Foreclosure as a Mortgage. If an Event of Default occurs, Beneficiary shall have the option to 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 reasonable attorneys fees and costs in such amounts as shall be fixed by the court.

Section 4.07 Receiver. If an Event of Default occurs, Beneficiary, as a matter of right and without regard to the interest of Trustor therein, shall have the right upon notice to Trustor to apply to any court having jurisdiction to appoint a receiver or receivers of the Property (including having itself appointed as receiver), and Trustor hereby irrevocably consents to such appointment. Any such receiver or receivers shall have all the usual powers and duties of a receiver and shall continue as such and exercise all such powers until completion of the sale of the Property or the foreclosure proceeding, unless the receivership is sooner terminated.

Section 4.08 No Remedy Exclusive. No remedy conferred upon or reserved to Beneficiary under this Deed of Trust shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Deed of Trust or any other Loan Document, or now or hereafter existing at law or in equity or by statute. No delay or failure to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.09 Rights Upon Default. In making the Loan, Beneficiary has relied upon the rights available to Beneficiary under this Deed of Trust upon the occurrence of an Event of Default, including, but not limited to, the rights to accelerate the payment of any and all amounts secured by this Deed of Trust, to sell the Property encumbered by this Deed of Trust pursuant to the power of sale granted hereunder, the right to foreclose this Deed of Trust as a mortgage, and the right to have a receiver appointed. In addition to any other damages that might be recoverable by Beneficiary under the terms of this Deed of Trust, Trustor shall be liable for any damages incurred by Beneficiary because Beneficiary is, for any reason, denied the opportunity to exercise Beneficiary's rights upon the occurrence of an Event of Default, including, but not limited to, such damages as are occasioned by depreciation of the Property, loss of use of the Property by Beneficiary, and all opportunity costs incurred through the loss of use of any

funds as would have been received by Beneficiary through exercise of the power of sale or foreclosure, or the appointment of a receiver.

ARTICLE V.MISCELLANEOUS.

Section 5.01 Severability of Clauses. If any term, covenant, condition, or provision of this Deed of Trust, the Note or the Loan Documents is held to be invalid, illegal, or unenforceable, this Deed of Trust, the Note or the Loan Documents shall be construed without such provision.

Section 5.02 Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be given (i) by Federal Express (or other established express delivery service which maintains delivery records), (ii) by hand delivery, or (iii) by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses first set forth above, or at such other address as the Parties may designate by written notice in the above manner. Such communications may also be given by facsimile transmission, provided any such communication is concurrently given by one of the above methods. Notices shall be deemed effective upon receipt, or upon attempted delivery thereof if delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means for accomplishing delivery.

Section 5.03 Waiver. Failure by Beneficiary to insist upon the strict performance of any covenant, agreement, term, or condition of this Deed of Trust or to exercise any right or remedy consequent upon a breach thereof shall not constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No covenant, agreement, term, or condition in this Deed of Trust and no breach thereof, may be waived, altered, or modified except by a written instrument executed by Beneficiary. The waiver of any breach shall not affect or alter this Deed of Trust, but each and every covenant, agreement, term, and condition of this Deed of Trust shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. No waiver, change, amendment, modification, cancellation, or discharge of any provision of this Deed of Trust, or any part hereof, will be valid unless in writing and signed by the parties hereto.

Section 5.04 Inspection of Property. Beneficiary and its authorized representatives may enter and inspect all portions of the Property upon reasonable notice and at all reasonable times (subject to the rights of lessees and other occupants of the Property).

Section 5.05 Reconveyance by Trustee. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and all of the promissory notes included in the Indebtedness to Trustee for cancellation and retention, Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto."

Section 5.06 Binding Effect. This Deed of Trust shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. If Trustor is now or is ever composed of more than one party, the obligations and warranties contained herein and arising therefrom are and shall be joint and several as to each such party.

Section 5.07 Applicable Law. This Deed of Trust shall be governed by the laws of the State of Utah without giving effect to the choice of law provisions thereof.

Section 5.08 Beneficiary Not Partner of Trustor; Trustor to Indemnify Beneficiary. The exercise by Beneficiary of any of its rights, privileges or remedies conferred hereunder or under the Note or any other Loan Documents or under applicable law, shall not be deemed to render Beneficiary a partner or a co-venturer with Trustor or with any other person. Any and all of such actions will be exercised by Beneficiary solely in furtherance of its role as a secured lender advancing funds for use by Trustor as provided in this Deed of Trust. Trustor shall indemnify Beneficiary against any claim by any third party for any injury, damage or liability of any kind arising out of any failure of Trustor to perform its obligations in this transaction, shall notify Beneficiary of any lawsuit based on such claim, and at Beneficiary's election, shall defend Beneficiary therein at Trustor's own expense by counsel satisfactory to Beneficiary or shall pay Beneficiary's costs and attorneys' fees if Beneficiary chooses to defend itself on any such claim.

Section 5.09 Entire Agreement. Once the Note, this Deed of Trust, and all of the other Loan Documents, if any, have been executed, all of the foregoing constitutes the entire agreement between the parties hereto and none of the foregoing may be modified or amended in any manner other than by supplemental written agreement executed by the parties hereto; provided, all written and oral representations of Trustor, and of any partner, principal or agent of Trustor, previously made to Beneficiary shall be deemed to have been made to induce Beneficiary to make the loan secured hereby and to enter into the transaction evidenced hereby and shall survive the execution hereof and the closing pursuant hereto.

Section 5.10 No Third Party Benefits. This Deed of Trust, the Note and the other Loan Documents, if any, are made for the sole benefit of Trustor and Beneficiary and their successors and assigns, and no other legal interest of any kind shall be created hereunder or by reason of any of the foregoing. Whether or not Beneficiary elects to employ any or all the rights, powers or remedies available to it under any of the foregoing, Beneficiary shall have no obligation or liability of any kind to any third party by reason of any of the foregoing or any of Beneficiary's actions or omissions pursuant thereto or otherwise in connection with this transaction.

Section 5.11 Effect of Foreclosure on Insurance Claims. In the event of foreclosure of this Deed of Trust, or other transfer of title to the Property in extinguishment of the Indebtedness, all right, title, and interest of Trustor in and to any insurance policies then in force shall pass to the purchaser or grantee. If, prior to any such transfer of title, any claim under any insurance policy has not been paid and distributed in accordance with the terms of this Deed of Trust and any such claim is paid after any such

transfer of title, then, to the extent the Indebtedness was not fully discharged in conjunction with such transfer of title, the insurance proceeds so paid shall be the property of Beneficiary and shall be paid to Beneficiary as payment on the Indebtedness to the extent not fully discharged, and Trustor hereby assigns, transfers, and sets over to Beneficiary all of its right, title, and interest in and to such sum. The balance, if any, shall belong to Trustor as its interests may appear. Notwithstanding the above, Trustor shall retain an interest in the insurance policies above described during any redemption period.

Section 5.12 Headings. Headings of the sections and paragraphs of this Deed of Trust are inserted for convenience only and shall not be deemed to constitute a part hereof.

Section 5.13 Defined Terms. All capitalized terms used herein but not otherwise defined shall have the meanings given such terms in the Note or any other Loan Document.

IN WITNESS WHEREOF, this Deed of Trust has been executed by Trustor as of the day and year first above written.

MCS BOUNTIFUL PROPERTY HOLDINGS, LLC,
a Florida limited liability company

By: CHESTNUT BUSINESS SERVICES, LLC, a Florida
limited liability company
Its Manager

By: [Signature]
STEVEN A. WILLIAMSON
Vice President

STATE OF Florida)
COUNTY OF Pinellas) : ss.

The foregoing instrument was acknowledged before me this 14th day of September, 2018, by Steven A. Williamson, Vice President of Chestnut Business Services, LLC, a Florida limited liability company, Manager of MCS Bountiful Property Holdings, LLC, a Florida limited liability company.

[Signature]
NOTARY PUBLIC
Residing at: _____

My Commission Expires:

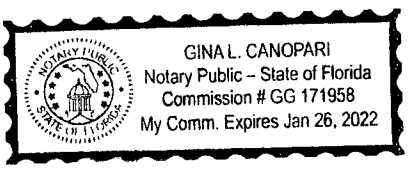


EXHIBIT "A"

Real property located in Davis County, State of Utah, more particularly described as follows:

Parcel 1:

Beginning at a point on the south right of way line of 500 South Street, said point being North 89°48'05" East 110.00 feet from the Southeast corner of the intersection of Main Street and 500 South Street in Bountiful City, Utah, and said point of beginning also being South 89°48'05" West 263.89 feet from the Northeast corner of Lot 4, Block L, NORTH MILL CREEK PLAT, BOUNTIFUL TOWNSITE SURVEY and running thence North 89°48'05" East along said South line 158.52 feet: thence South 0°10'30" East 121.04 feet; thence North 89°49'30" East 178.36 feet; thence North 0°10'30" West 9.30 feet; thence North 89°48'05" East 81.525 feet to the West right of way line of 100 East Street; thence South 0°10'30" East along said West right of way line 222.52 feet to an extension of the North line of Millstream Garden Apartments: thence North 87°52'35" West along said extension and North line of said Millstream Garden Apartments 368.28 feet to the Northwest corner of said apartments; thence North 0°43'18" East 1.52 feet to a certain old fence line; thence West along said fence line 160.36 feet to the East line of Main Street: thence North 0°11'05" West along said East line 207.32 feet: thence North 89°48'05" East 110.00 feet: thence North 0°11'05" West 110.00 feet to the point of beginning.

LESS AND EXCEPT therefrom that portion conveyed to GFI LTD. II, by Quit-Claim Deed recorded January 18, 1985 as Entry No. 692685 in Book 1020 at Page 479 of Davis County Official Records and more particularly described as follows:

Beginning at a point which is North 89°48'05" East 446.88 feet and South 0°10'30" East 111.80 feet from the Southeast corner of the intersection of Main street and 500 South street in Bountiful, Utah, said point of beginning also being North 89°48'05" East 72.99 feet and South 0°10'30" East 111.80 feet from the Northeast corner of Lot 4, Block L, NORTH MILL CREEK PLAT, BOUNTIFUL TOWNSITE SURVEY and running thence North 89°48'05" East 36.16 feet; thence South 0°10'30" East 9.315 feet: thence South 89°49'30" West 36.16 feet; thence North 0°10'30" West 9.30 feet to the point of beginning.

Parcel 2:

Beginning at a point on the East line of Main Street, said point being South 89°48'05" West 373.89 feet and South 0°11'05" East 317.32 feet from the Northeast corner of Lot 4, Block L, NORTH MILL CREEK PLAT, BOUNTIFUL TOWNSITE SURVEY, in the City of Bountiful, said point of beginning also being South 874.08 feet and West 2183.20 feet from the Northeast corner of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, as established by the Davis County Surveyor, and running thence South 0°11'05" East along the East line of Main Street 96.50 feet; thence South 88°26'20" East along an old fence line 113.84 feet; thence South 0°43'18" West 0.66 feet to a corner of the Millstream Garden Apartments Property; thence North 89°49'40" East (North 89°50'45" East per Millstream Garden Apartments) along said property 45.0 feet; thence North 0°43'18" East (North 0°44'23" East per Millstream Garden Apartments) along said property 100.13 feet; thence West 160.36 feet to the point of beginning.

Parcel 3:

Beginning on the South line of property conveyed to GFI LTD. II, at a point South 89°48'05" West 33.00 feet and 144.8 feet South from the monument marking the intersection of said 500 South and 100 East street, said monument being North 89°52'35" East 67.96 feet along the section line, South 0°07'25" East 516.71 feet along the centerline of 400 East Street and South 89°48'05" West 1675.8 feet along the

centerline of said 500 South Street from the Northeast corner of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian and running thence South 0°10'30" East 222.52 feet parallel to and 33.00 feet distant West from the centerline of said 100 East street to an extension of the North line at Millstream Garden Apartments 1; thence North 87°52'35" West 16.51 feet, more or less; thence North 0°10'30" West 222.52 feet, more or less, to the South line of the "GFI" property along the existing West line of said 100 East Street; thence North 89°48'05" East 16.5 feet, more or less, along said South line to the point of beginning.

Parcel 4:

TOGETHER WITH the appurtenant non-exclusive easements and rights of way as set forth in "Declaration of Restrictions and Grant of Easements" recorded July 21, 1983 as Entry No. 646452 in Book 951 at Page 475 in the Official Records of Davis County, State of Utah, and as amended by that certain "First Amendment to Declaration of Restrictions and Grant of Easements and Development Agreement", recorded March 19, 1984 as Entry No. 666904 in Book 982 at Page 477; by that certain "Second Amendment to Declaration of Restrictions and Grant of Easements and Development Agreement", recorded November 2, 1984 as Entry No. 686747 in Book 1011 at Page 1090; and by that certain "Agreement and Third Amendment to Declaration of Restrictions and Grant of Easements", recorded June 24, 1988 as Entry No. 829094 in Book 1242 at Page 822; all of Official Records of Davis County, State of Utah.

Parcel 5:

Together with those easements and rights of way for storm drainage and storm drainage lines as set forth in "Easement", recorded March 12, 1984 as Entry No. 666408 in Book 981 at Page 857 and in that certain document entitled "Easement Agreement", recorded August 17, 1984 as Entry No. 680624 in Book 1002 at Page 934 of Official Records of Davis County.

Said property is also known by the street address of: 535 South Main Street, Bountiful, UT 84010