

Record and Return to:  
Fidelity National Title Group  
6500 Pinecrest Drive, Suite 600  
Plano, TX 75024

E 3393024 B 7785 P 1910-1923  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
06/21/2021 02:58 PM  
FEE \$40.00 Pgs: 14  
DEP RT REC'D FOR FIDELITY NATL AGE  
NCY SOLUTIONS

**PATCH SERVICES, LLC -  
DEED OF TRUST**

TRANSACTION ID: 101904

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Patch Services, LLC  
6621 California Street, Lower Unit  
San Francisco, CA 94121

RETURNED  
JUN 21 2021

Transaction ID. 101904

SLS-114360045380

15

Space above for Recorder's Use

Tax Parcel ID: 13-285-0026

**DEED OF TRUST (NON-RECOURSE)  
AND SECURITY AGREEMENT**

Grantor(s): Henry G. Ruelan

Grantees: Spruce Title Company, a Title Insurance Company (Trustee)  
Patch Services, LLC (Beneficiary)

Abbreviated Legal: THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DAVIS  
(Full legal description on attached Exhibit A)

Tax Parcel No.: 13-285-0026

THIS DEED OF TRUST (NONRECOURSE) AND SECURITY AGREEMENT ("Security Instrument"), is made as of 9th day of March 2021 ("Effective Date"), by Henry G. Ruelan, Married Man (individually or collectively "Grantor"), to Spruce Title Company, a Title Insurance Company ("Trustee"), whose address is 6500 PINECREST DRIVE, SUITE 600, PLANO, TX 75024 for the benefit of PATCH SERVICES, LLC, a Delaware limited liability company, and its successors and assignees ("Beneficiary"), whose address is 6621 California Street, Lower Unit, San Francisco, CA 94121. Capitalized terms used in this Security Instrument shall have the meanings specified in this Security Instrument, or if not defined herein, in that certain Patch Services, LLC Real Estate Purchase Option Agreement dated as of the Effective Date ("Option Agreement") executed by Grantor as owner, and Beneficiary as investor, concurrently with this Security Instrument.

**PATCH SERVICES, LLC -  
DEED OF TRUST**

TRANSACTION ID: 101904

**1. Grant In Trust.**

GRANTOR HEREBY IRREVOCABLY grants, conveys, warrants and assigns to Trustee, and its successors and assignees, in trust, with power of sale, all right title and interest which Grantor now has or hereinafter may acquire in that certain real property ("**Real Property**") located in Davis County, State of Utah, described in Exhibit A attached hereto and made a part hereof.

Together with all improvements, replacements and additions now or hereafter erected on the Real Property and all easements, appurtenances and fixtures now or hereafter a part of the Real Property. (The fixtures, improvements and the Real Property are collectively referred to as the "**Property**.")

Together with all rents, issues, profits and proceeds, including without limitation insurance and condemnation proceeds from the Real Property, subject, however, to the right, power and authority given to and conferred upon Beneficiary below to collect and apply such rents, issues and profits.

The Property is not used principally for agricultural purposes.

**2. Secured Obligations.** Grantor makes the grant, transfer and assignment set forth in the "Grant in Trust" Section above for the purpose of securing the following obligations (collectively, the "**Obligations**"):

a. the performance and payment of all obligations of Grantor under the Option Agreement, including without limitation, the following:

(i) payment of all Protective Advances, including any unpaid interest and other fees and charges associated with such Protective Advances, owed to Beneficiary under the Option Agreement;

(ii) payment of all Asset Management Fees owed to Beneficiary under the Option Agreement;

(iii) payment of all insurance proceeds owed to Beneficiary pursuant to Section 15 of the Option Agreement;

(iv) payment of all condemnation proceeds owed to Beneficiary pursuant to Section 16 of the Option Agreement;

(v) payment of all amounts owed to Beneficiary pursuant to Section 9.2 of the Option Agreement;

(vi) payment of all sales proceeds owed to Beneficiary in connection with any sale of the Property pursuant to Sections 11 and 12 of the Option Agreement;

**PATCH SERVICES, LLC -  
DEED OF TRUST**

TRANSACTION ID: 101904

(vii) performance of the obligations of Grantor (A) under Section 11.7 of the Option Agreement regarding Beneficiary's Right of First Refusal, and (B) under Section 12 of the Option Agreement regarding Beneficiary's right as a co-owner to sell the Property following exercise of the Option; and

(viii) damages (subject to liquidation as provided below) arising to, or incurred by, Beneficiary from Grantor's failure to act or interference with Beneficiary's Right of First Refusal pursuant to Section 11 of the Option Agreement, and right to sell the Property pursuant to Section 12 of the Option Agreement. Grantor and Beneficiary agree and acknowledge that the damages that would arise from Grantor's failure to act or interference are uncertain, depend on many factors, and would be extremely difficult to ascertain. Therefore, in a good faith effort to determine a method for reasonably estimating and liquidating the damages which would be incurred by Beneficiary arising from Grantor's interference or failure to act, Grantor and Beneficiary agree to the Liquidated Damages specified in Section 8 below;

b. the performance of the obligations of Grantor contained in this Security Instrument or incorporated by reference;

c. reimbursement by Grantor of any expenditures made by Beneficiary pursuant to, or under, this Security Instrument; and

d. payment of all fees and expenses, including, without limitation court costs and other dispute resolution costs, attorneys' (including Beneficiary's in-house counsel, if any), and experts' fees and costs (collectively "**Attorneys' Fees**") incurred by Beneficiary in the enforcement and collection of the obligations listed above and the protection of Beneficiary's rights related thereto, whether such fees are incurred in any state, federal or bankruptcy court, and in any bankruptcy case or insolvency proceeding, or otherwise, and whether or not litigation or arbitration is commenced, which are in any way related to this Security Instrument, to the interpretation or enforcement of the parties' rights under this Security Instrument, or to the Property.

Grantor shall not be obligated to repay to Investor any part of the Option Fee or the Covenant Fee (as those terms are defined in Exhibit B to the Option Agreement); and therefore, such items shall not be included within the Obligations. The foregoing shall not, however, in any way limit any payments due Beneficiary under the Option Agreement pursuant to its Designated Percentage (as defined in Exhibit B to the Option Agreement). In addition, this Security Instrument will not secure performance of the Environmental Indemnity pursuant to Section 17.3 of the Option Agreement (the "Environmental Indemnity"), the indemnification provisions of Section 20 of the Option Agreement or any provisions that survive termination of the Option Agreement, as set forth in Section 5.3 of the Option Agreement.

**3. Uniform Commercial Code, Security Agreement and Fixture Filing.**  
This Security Instrument is intended to be and shall constitute a security agreement under the Utah Uniform Commercial Code for any items of personal property that constitute

## PATCH SERVICES, LLC - DEED OF TRUST

TRANSACTION ID: 101904

fixtures or are specified as part of the Property and that under applicable law may be subject to a security interest under the Utah Uniform Commercial Code. Grantor hereby grants to Beneficiary a security interest in those items to secure the performance and payment of the Obligations.

a. Grantor agrees that Beneficiary may file either this Security Instrument, or a copy of it, or a UCC-1 Financing Statement in the real estate records or other appropriate index under the laws of the State in which the Property is located, as a financing statement for any of the items specified above as part of the Property.

b. This Security Instrument constitutes a financing statement filed as a fixture filing pursuant to the Utah Uniform Commercial Code, and any similar or successor provisions. For purposes of the fixture filing, the "debtor" is Grantor and the "secured party" is Beneficiary. The goods subject to the fixture filing consist of all equipment and appliances attached to the Property or which are considered a fixture under the laws of the State in which the Property is located, including all heating, cooling, and ventilation equipment, ducting, appliances, and fixtures; and all plumbing equipment, piping, and fixtures; and all electrical and telecommunications equipment, wiring, cabling, conduit, and fixtures; and all other equipment attached to or used in the operation of the Property, and all proceeds thereof.

c. Beneficiary may file such extensions, renewals, amendments and releases as are appropriate to reflect the status of its security interest.

d. Grantor shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases of such statements, and shall pay all reasonable costs and expenses of any record searches for financing statements that Beneficiary may reasonably require.

e. On any default hereunder Beneficiary shall have the remedies of a secured party under the Utah Uniform Commercial Code and may also invoke the remedies in Section 7 below. In exercising any of these remedies, Beneficiary may proceed against the items of the Property constituting the Real Property, fixtures or improvements separately or together and in any order whatsoever without in any way affecting the availability of Beneficiary's remedies under the Utah Uniform Commercial Code or the remedies in Section 7 below.

**4. Assignment of Leases And Rents.** As additional security for the Obligations, and pursuant to Utah Code Annotated 57-26-104 (the "Utah Assignment of Rents Act" including any amendments thereto), which is incorporated herein by reference, Trustor Grantor hereby irrevocably, absolutely and unconditionally assigns to Beneficiary all of Grantor's right, title and interest in and to all existing and future leases, subleases and licenses relating to the use, occupancy or enjoyment of all or any part of the Property and all rents, income, revenues, profits, proceeds and earnings now or hereafter payable with respect to the ownership, use or occupancy of the Property (collectively the "Rents");

**PATCH SERVICES, LLC -  
DEED OF TRUST**

TRANSACTION ID: 101904

a. Grantor hereby gives to, and confers upon, Beneficiary the right, power and authority, during the continuance of this Security Instrument, to collect the Rents, reserving unto Grantor the right, prior to any default by Grantor in payment of the Obligations secured hereby or in performance of any agreement hereunder, to collect and retain such Rents, as they become due and payable.

b. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the Obligations secured hereby, enter upon and take possession of the Property or any part of it, in its own name sue for or otherwise collect such Rents, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including Attorneys' Fees to the Obligations secured hereby, and in such order as Beneficiary may determine.

c. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application of such rents, issues and profits pursuant to this Security Instrument, shall not cure or waive any default or notice of default under this Security Instrument or invalidate any act done pursuant to such notice.

d. Nothing in this section shall permit Grantor to lease or rent the Property in contravention of any provision of the Option Agreement; nor shall anything in this section modify any provision in the Option Agreement relating to the use, lease or occupancy of the Property.

**5. Covenants of Grantor Regarding the Property.** Grantor hereby agrees as follows:

a. To appear in and defend any action or proceeding purporting to affect the security of this Security Instrument or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses of Trustee and Beneficiary (including cost of evidence of title and Attorneys' Fees) incurred: (i) in any state, federal or bankruptcy court, in any action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Security Instrument or to collect the Obligations or to protect Beneficiary's rights under this Security Instrument; and/or (ii) in connection with foreclosure upon the collateral granted under this Security Instrument (whether or not suit is filed).

b. To pay: (i) at least ten (10) days before delinquency all taxes and assessments affecting the Property; and (ii) all encumbrances, charges and liens, with interest, on the Property (or any part of the Property), which are prior or could obtain priority to the lien or to the rights granted under this Security Instrument, and all costs, fees and expenses of this Security Instrument.

(i) If Grantor fails to make any payment or to do any act as provided in this Security Instrument, Beneficiary or Trustee may (but shall not be obligated



**PATCH SERVICES, LLC -  
DEED OF TRUST**

TRANSACTION ID: 101904

to) make the payment or do the act in the required manner and to the extent deemed necessary by Beneficiary or Trustee to protect the security for this Security Instrument, which payments and related expenses (including Attorneys' Fees) shall also be secured by this Security Instrument.

(ii) Such performance by Beneficiary or Trustee shall not require notice to, or demand on Grantor and shall not release Grantor from any obligation under this Security Instrument.

(iii) Beneficiary or Trustee shall have the following related rights and powers: (A) to enter upon the Property for the foregoing purposes, (B) to appear in and defend any action or proceeding purporting to affect the Property or the rights or powers of Beneficiary or Trustee under this Security Instrument, (C) to pay, purchase, contest or compromise any encumbrance, charge, or lien that in the judgment of Beneficiary or Trustee appears to be prior or superior to this Security Instrument, and (D) to employ counsel, and to pay such counsel necessary expenses and costs, including Attorneys' Fees.

c. To pay immediately upon demand all sums expended by Beneficiary or Trustee pursuant to this Security Instrument; and to pay interest on any of the foregoing amounts demanded by Beneficiary or Trustee at the highest rate permissible under the laws of the State in which the Property is located (or other applicable law); from the date of such demand, not to exceed the maximum rate allowed by law at the time of such demand.

**6. Power of Attorney.** Grantor hereby irrevocably appoints Beneficiary as Grantor's attorney-in-fact (such agency being coupled with an interest), and as such attorney-in-fact Beneficiary may, after providing notice to Grantor pursuant to the Option Agreement, without the obligation to do so, in Beneficiary's name, or in the name of Grantor, prepare, execute and file or record financing statements, continuation statements, applications for registration and like documents necessary to create, perfect or preserve any of Beneficiary's security interests and rights in or to any of the Property, and, upon a default under this Security Instrument, take any other action required of Grantor; provided, however, that Beneficiary as such attorney-in-fact shall be accountable only for such funds as are actually received by Beneficiary.

**7. Default and Foreclosure and Power of Sale.** Upon default by Grantor in the performance of or upon breach by Grantor of any of the rights and obligations that are secured by this Security Instrument as specified above, Beneficiary may declare all sums secured by this Security Instrument immediately due and payable and may invoke the power of sale and any other remedies permitted by applicable law, including an action in any court of competent jurisdiction to foreclose this Security Instrument as a deed of trust or mortgage. If Beneficiary elects to invoke the power of sale, Beneficiary shall comply with all requirements and prerequisites for the issuance of a notice of default in accordance with the laws of the State in which the Property is located, and shall cause

**PATCH SERVICES, LLC -  
DEED OF TRUST**

TRANSACTION ID: 101904

such notice of default to be transmitted and/or posted on the Real Property, as required by applicable law. Beneficiary also shall deposit with Trustee this Security Instrument and all documents evidencing any expenditures and damages secured by this Security Instrument. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law.

a. After the required time period has lapsed following the recordation, transmittal and/or posting of said notice of default as required by law, Trustee without demand on Grantor, shall sell the Property at the time and place specified in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement, at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of their truthfulness. Any person, including Grantor or Beneficiary as defined in this Security Instrument (but not including the Trustee), may purchase at such sale.

b. Trustee shall apply the proceeds of the sale in accordance with the laws of the State in which the Property is located.

c. Notice provided to Grantor under this Security Instrument shall be to the address specified in this Security Instrument unless otherwise required by law.

d. **Upon completion of the sale as set forth above, there shall be no deficiency against Grantor for any obligations secured hereby, all reimbursements to Beneficiary being derived solely from the proceeds of the Property.**

8. **Liquidated Damages.** Liquidated Damages means an amount equal to:

a. the total of:

(i) the Appraised Value of the Property (as determined by an appraisal of the Property as of the date when Grantor takes the action, or fails to take the action, that results in interference with Beneficiary's rights under the Option Agreement);

(ii) minus any Modification Adjustment (provided that if the Modification Adjustment is a negative number the absolute value of that number shall be added rather than subtracted);

(iii) plus any Deferred Maintenance Adjustment.

b. multiplied by the Designated Percentage.

**PATCH SERVICES, LLC -  
DEED OF TRUST**

TRANSACTION ID: 101904

c. minus, if the Option has not been exercised, the Remaining Portion of the Exercise Price.

**9. No Waiver.** No previous waiver and no failure, delay or forbearance by Beneficiary in acting with respect to the terms of this Security Instrument shall constitute a waiver of any breach, default, or failure of condition under this Security Instrument or the obligations secured thereby. A waiver of any term of this Security Instrument or of any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.

**10. Trustee's Powers.** At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Security Instrument, and without affecting the personal liability of any person for the performance of the Option Agreement secured hereby, Trustee may: (a) reconvey any part of the Property; (b) consent to the making of any map or plat of the Property; (c) join in granting any easement thereon; and (d) join in any extension agreement or any agreement subordinating the lien or charge of this Security Instrument.

**11. Substitution of Trustee.** Beneficiary, or any successor in ownership of the Obligations, may from time to time substitute a successor or successors to any Trustee named or acting under this Security Instrument, by instrument in writing executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from Trustee's predecessor, succeed to all its title, estate, rights, powers and duties. Such instrument must contain the name of the original Trustor, Trustee and Beneficiary under this Security Instrument, the book and page where this Security Instrument is recorded, and the name and address of the new Trustee(s).

**12. Trustee's Compensation.** Grantor shall pay Trustee's fees and reimburse Trustee for expenses in the administration of this Security Instrument, including Attorneys' Fees. Grantor shall pay to Beneficiary reasonable compensation for services rendered concerning this Security Instrument, including without limit any statement of amounts owing under any Obligations.

**13. Full Reconveyance.** Upon written request of Beneficiary stating that all Obligations have been performed or paid, and upon surrender of this Security Instrument to Trustee for disposition as Trustee in its sole discretion may choose, and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held under this Security Instrument. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness of such recitals. The grantee in such reconveyance may be described as "*the person or persons legally entitled thereto.*"

**14. Successors.** This Security instrument applies to, inures to the benefit of, and binds all parties to this Security Instrument, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "**Beneficiary**" shall include



**PATCH SERVICES, LLC -  
DEED OF TRUST**

TRANSACTION ID: 101904

any successor or assignee of Beneficiary's rights in the Option Agreement and in this Security Instrument, whether or not named as Beneficiary in this Security Instrument. In this Security Instrument, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural.

**15. Joint and Several Liability.** If more than one person signs this Security Instrument as Grantor, the obligations of each signatory shall be joint and several.

**16. Multiple Owners.** If there are multiple Grantors of the Property:

- a. this Security Instrument must be signed by each such Grantor;
- b. all rights and powers specified for Grantor in this Security Instrument must be approved and exercised unanimously by all such multiple Grantors;
- c. all such multiple Grantors shall be jointly and severally liable for all liabilities and obligations specified for Grantor under this Security Instrument;
- d. Beneficiary may treat any notice received from any one Grantor as notice from all Grantors.

**17. Revocable Trust.** If any Grantor is/are the trustee(s) of a Revocable Trust (as defined in Exhibit B to the Option Agreement):

- a. all trustees and all Grantors of the Revocable Trust must sign this Security Instrument in their capacities as individuals and as trustees and/or Grantors of the Revocable Trust, and each trustee and Grantor of the Revocable Trust who signs this Security Instrument hereby represents and warrants that all trustees and Grantors of the Revocable Trust have been disclosed to Beneficiary;
- b. any trustee of the Revocable Trust who is also a Grantor of the Revocable Trust need only sign this Security Instrument once for it to be binding on such person both as trustee and as Grantor of the Revocable Trust;
- c. all rights and powers specified for, and all actions required of, Grantor in this Security Instrument must be approved and exercised unanimously by all trustees of the Revocable Trust;
- d. all trustees and all Grantors of the Revocable Trust, in their capacities as individuals, shall be jointly and severally liable with Grantor for all liabilities and obligations specified for Grantor under this Security Instrument;
- e. all representations and warranties by Grantor in this Security Instrument are made by all trustees of the Revocable Trust on behalf of the Revocable Trust and by all trustees and all Grantors of the Revocable Trust in their capacities as individuals;

**PATCH SERVICES, LLC -  
DEED OF TRUST**

TRANSACTION ID: 101904

f. notice required to be given by, or to, any Grantor will be deemed adequately given if given by, or to, any of the trustees of the Revocable Trust using the contact information set forth in this Security Instrument; and

g. Beneficiary may treat any notice received from any one trustee of the Revocable Trust as notice from all trustees of the Revocable Trust and from Grantor.

**18. Acceptance and Representations by Trustee.** Trustee accepts this trust when this Security Instrument, duly executed and acknowledged, is made a public record as provided by law. Trustee is not required to notify any party to this Security Instrument of pending sale under any other deed of trust or mortgage (as appropriate) or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee. Grantor represents and warrants to Holder that: (a) Grantor has good and marketable title to the Property, free and clear of all claims and encumbrances whatever; (b) the lien created by this Security Instrument is a valid lien on the Property; and (c) Grantor will defend the lien of this Security Instrument against all adverse and conflicting claims of any nature whatsoever.

**19. Incorporation by Reference.** "Exhibit B" to the Option Agreement, including all defined terms provided therein, is hereby incorporated by this reference.

**20. Extent of Lien.** The lien and security interests granted to Beneficiary under this Security Instrument shall encumber Grantor's entire interest in the Property, notwithstanding the fact that the Option Agreement relates to only a fractional interest in the Property.

**21. No Merger.** So long as any of the obligations under the Option Agreement remain outstanding and undischarged, unless Beneficiary otherwise consents in writing, the fee estate of Grantor in the Property or any part thereof (including the estate of Beneficiary after exercising the Option) will not merge, by operation of law or otherwise, with any other estate in the Property or any part of it, but will always remain separate and distinct, notwithstanding the union of the fee estate and such other estate in Beneficiary or in any other Person.

**22. Governing Law.** This Security Instrument shall be governed by the laws of the State in which the Property is located.

**23. Remedies Cumulative.** All remedies provided in this Security Instrument are distinct and cumulative to any other right or remedy under this Security Instrument or afforded by law or equity, and may be exercised concurrently, independently or successively.

**24. Severability.** If any provision of this Security Instrument is held to be invalid, illegal, or unenforceable, that invalidity, illegality, or unenforceability will not affect any other provisions of this Security Instrument, and the other provisions will be construed

**PATCH SERVICES, LLC -  
DEED OF TRUST**

TRANSACTION ID: 101904

as if the invalid, illegal, or unenforceable provision had never been contained in the Security Instrument.

**25. Captions.** The captions and headings in this Security Instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

**26. Time.** Time is of the essence of each and every term herein.

**27. One Action Rule.** In the event of any conflict between the provisions in this Security Instrument and the requirements and restrictions of Utah Code Annotated §78B-6-901 et seq., relating to a creditor seeking to recover on a debt or other rights secured solely by a mortgage or deed of trust on real property, Utah Code Annotated §78B-6-901 et seq. shall govern.

**28. Integration.** This Security Instrument contains or expressly incorporates by reference the entire agreement of the parties with respect to the matters contemplated herein and supersedes all prior negotiations or agreements, written or oral. This Security Instrument shall not be modified except by written instrument executed by all parties.

*[Signatures on following page]*

**PATCH SERVICES, LLC -  
DEED OF TRUST**

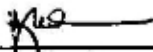
TRANSACTION ID: 101904

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING IT. ALL PRIOR ORAL, ELECTRONIC AND WRITTEN COMMUNICATIONS AND AGREEMENTS FROM OR WITH BENEFICIARY, INCLUDING ALL CORRESPONDENCE, OFFER LETTERS, TERM SHEETS, PRINTED MATERIALS, DISCLOSURES, AND THE PRODUCT GUIDE, ARE MERGED INTO AND SUPERSEDED AND REPLACED BY THIS SECURITY INSTRUMENT, THE OPTION AGREEMENT, AND ANY OTHER WRITTEN AGREEMENTS MADE BY AND BETWEEN GRANTOR AND BENEFICIARY AS OF THE EFFECTIVE DATE.

IN WITNESS WHEREOF, each undersigned Grantor has executed this Security Instrument as of the Effective Date.

GRANTOR[S]:

Grantor Address:

  
\_\_\_\_\_  
Henry G. Ruelan

2433 Hooded Crane Circle,  
Clinton, Utah, 84015

**PATCH SERVICES, LLC -  
DEED OF TRUST**

TRANSACTION ID: 101904



**ACKNOWLEDGMENT**

STATE OF UTAH )  
 )  
 )ss.  
COUNTY OF DAVIS )

The foregoing instrument was acknowledged before me this 9 day of March, 2021, by Henry G Ruelan, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_.

Allyn Draper  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: Utah

My Commission Expires:  
**MAR 04 2023**

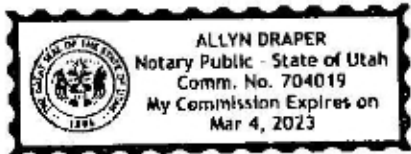




Exhibit A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DAVIS, STATE OF UTAH, AND IS DESCRIBED AS FOLLOWS:

ALL OF LOT NO. 26, CONTAINED WITHIN CLUBVIEW AT CRANEFIELD NO. 1, A UTAH PLANNED USE DEVELOPMENT, AS THE SAME IS IDENTIFIED IN THE PLAT MAP RECORDED IN DAVIS COUNTY, UTAH AS ENTRY NO. 2484427 IN BOOK 4871 AT PAGE 964 OF THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF DAVIS COUNTY, UTAH (AS SAID PLAT MAP MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND IN THE NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR CLUBVIEW AT CRANEFIELD NO. 1, RECORDED IN DAVIS COUNTY, UTAH AS ENTRY NO. 2488822 IN BOOK 4887 AT PAGE 1 OF THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF DAVIS COUNTY, UTAH (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN SUPPLEMENTED), TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON AREA AND FACILITIES, SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS RECORDED AS ENTRY NO. 2369147 IN BOOK 4544 AT PAGE 1030 OF THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF DAVIS COUNTY, UTAH.

Parcel ID:132850026

Commonly known as 2433 N Hooded Crane Cir, Clinton, UT 84015  
However, by showing this address no additional coverage is provided