

WHEN RECORDED, MAIL TO:
Nelson Christensen Hollingworth & Williams
Attn: Spencer B. Nelson
5292 College Drive, Suite 203
Murray, UT 84123

MAIL TAX NOTICES TO:
Interim Capital, LLC
10713 South Jordan Gateway, Suite 120
South Jordan, UT 84095

Space above for County Recorder's use
Part of Parcel I.D. #14-069-0049
14-069-0052
14-069-0062

TRUSTEE'S DEED

THIS INDENTURE, made the day and year hereinafter given, by and between **SPENCER B. NELSON**, an attorney at law authorized to practice law in the State of Utah, as Successor Trustee and Grantor, and **INTERIM CAPITAL, LLC**, a Utah limited liability company, of 10713 South Jordan Gateway, Suite 120, South Jordan, UT 84095, as Grantee.

WHEREAS, by Deed of Trust, Security Agreement and Assignment of Rents dated February 9, 2022, and recorded February 14, 2022, as Entry No. 3456963 in Book 7946 at Page 1774 of the official records of the Davis County Recorder (the "Trust Deed"), **MILLCREEK HOMES, INC.**, as Trustor, did convey to a trustee (as was further substituted to **SPENCER B. NELSON, ESQ.** in that Substitution of Trustee dated October 31, 2022, and recorded October 31, 2022, as Entry No. 3505702 in Book 8124 at Page 763 of the official records of the Davis County Recorder), as Trustee, upon the trust therein expressed, and for the benefit of **INTERIM CAPITAL, LLC**, as Beneficiary, the property hereinafter described to secure the payment of a certain Line of Credit Note and other obligations as more particularly set forth in said Trust Deed; and

WHEREAS, default was made under the terms of the Trust Deed in the particulars set forth in the Notice of Default dated and recorded October 31, 2022, as Entry No. 3505703 in Book 8124 at Page 765 of the official records of the Davis County Recorder, to which reference is hereinafter made and which default continued until the time of the sale hereinafter described; and

WHEREAS, **INTERIM CAPITAL, LLC**, being the then holder of the Note secured by the Trust Deed, did demand and cause the Trustee to execute the written Notice of Default and election to cause said property to be sold to satisfy the obligation of the Line of Credit Note secured by such Trust Deed, and accordingly, the Trustee did on October 31, 2022, file for record in the office of the Davis County Recorder such Notice of Default; and

WHEREAS, not later than ten (10) days after said Notice of Default was recorded, the Trustee caused to be mailed by certified mail a copy of said Notice of Default to the Trustor and all parties entitled to notice thereof; and

WHEREAS, more than three (3) months elapsed since the filing for record of said Notice of Default, and during said three-month period, the default was not cured, and said default continued until the time of the sale hereinafter described; and

WHEREAS, pursuant to a Notice of Trustee's Sale dated January 31, 2023, the Trustee gave written notice of the time and place of sale particularly describing the property to be sold and the Trust Deed under which default had occurred. That said Notice was published in the *Davis Journal*, a newspaper of general circulation in Davis County, State of Utah, once a week for three consecutive weeks, namely on February 3, 10 and 17, 2023, the last publication being at least ten (10) days and not more than thirty (30) days prior to the date of sale. Such publication complies with the requirements of § 45-1-101 of *Utah Code Annotated*. That the Trustee caused such Notice of Trustee's Sale to be posted in a conspicuous place on the hereinafter-described property to be sold and at the Davis County Recorder's office at least twenty (20) days prior to the date of sale. That written Notice of Trustee's Sale was mailed by the Trustee to the Trustor and all parties entitled to notice herein more than twenty (20) days prior to the date of sale; and

WHEREAS, on Tuesday, March 21, 2023 (after a postponement of the sale from March 7, 2023), at 12:00 noon, at the Main Entrance of the Davis County Courthouse, 800 West State Street, Farmington, Utah, the Trustee caused to be sold the following-described real property at public auction to the Grantee, the bid of the Grantee being the highest bid there for said property; and

WHEREAS, the sum bid by the Grantee has been received and applied in accordance with the provisions of the Trust Deed.

NOW, THEREFORE, in consideration of the receipt of the sum so bid by the Grantee at the time of auction and sale, the receipt of which is hereby acknowledged, **SPENCER B. NELSON**, as Trustee and Grantor hereunder, does hereby convey without right of redemption to **INTERIM CAPITAL, LLC**, a Utah limited liability company, Grantee hereunder, all of the title of Trustee and Grantor under said Trust Deed above-described and all of the right, title, and interest and claim of **MILLCREEK HOMES, INC.**, Trustor under said Trust Deed, and its successors in interest, if any, and all of the persons claiming by, through, or under said Trustor, including any such right, title, interest, and claim acquired by said Trustor, or its successors in interest, if any, subsequent to the execution of the Trust Deed above described in and to the following-described real property situated in Davis County, State of Utah:

PARCEL 1:

Beginning at a point on the South line of 1300 North Street (a 66 foot wide road) which is North 89°56'00" West 1791.20 feet along the section line and South 00°04'00" West 33.00 feet from the Northeast corner of Section 35, Township 5 North, Range 2 West, Salt Lake Base and Meridian, and running thence South 00°04'00" West 535.44 feet; thence along the Northerly boundary of Lots 7 thru 10, Amended Plat of a Portion of Scotts-Dale Subdivision in the following four (4)

courses: (1) North 40°29'37" West 62.73 feet; (2) North 60°41'07" West 91.54 feet; (3) North 76°38'18" West 91.26 feet; and (4) North 79°22'45" West 18.42 feet; thence North 00°11'15" West 349.24 feet along the West line of an existing building; thence North 89°48'45" East 14.46 feet; thence North 00°11'15" West 69.47 feet; thence South 89°56'00" East 214.99 feet along the South line of said 1300 North Street to the point of beginning.

PARCEL 2:

Beginning at a point on the South line of 1300 North Street (a 66 foot wide road) which is North 89°56'00" West 1791.20 feet along the section line and South 00°01'00" West 33.00 feet from the Northeast corner of Section 35, Township 5 North, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°56'00" East 226.64 feet along said South line of 1300 North Street; thence South 00°43'30" East 303.03 feet; thence South 89°56'00" East 92.87 feet; thence South 00°04'00" West 76.00 feet; thence South 62°04'37" West 186.52 feet; thence South 73°01'40" West 51.00 feet; thence South 65°47'47" West 55.23 feet; thence South 60°35'47" West 67.08 feet; thence North 40°29'37" West 2.25 feet; thence North 00°04'00" East 535.44 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM the following:

Beginning at a point which is North 89°56'00" West 1575.02 feet along the section line and South 00°43'30" East 336.04 feet from the Northeast corner of Section 35, Township 5 North, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°56'00" East 102.87 feet; thence along the Northerly boundary of Scotts-Dale Subdivision in the following two (2) courses: (1) South 00°04'00" West 76.00 feet; and (2) South 62°04'37" West 186.52 feet; thence North 60°12'42" East 73.32 feet along the Northerly face of a cinder block wall; thence North 00°43'30" West 127.05 feet to the point of beginning.

PARCEL 3:

Beginning at a point which is North 89°56'00" West 1575.02 feet along the section line and South 00°43'30" East 336.04 feet from the Northeast corner of Section 35, Township 5 North, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°56'00" East 102.87 feet; thence along the Northerly boundary of Scotts-Dale Subdivision in the following two (2) courses: (1) South 00°04'00" West 76.00 feet; and (2) South 62°04'37" West 186.52 feet; thence North 60°12'42" East 73.32 feet along the Northerly face of a cinder block wall; thence North 00°43'30" West 127.05 feet to the point of beginning.

LESS AND EXCEPTING the following:


Beginning at the Northeast corner of Lot 7, Block A, Scotts-Dale Subdivision (recorded as Entry No. 194349, Davis County Recorder), said corner is North 89°56'00" West 1467.50 feet along the section line and South 00°04'00" West

412.00 feet from the Northeast corner of Section 35, Township 5 North, Range 2 West, Salt Lake Base and Meridian, Davis County, Utah, and running thence South 62°04'37" West 186.52 feet along the Northerly line of said lot to the Northwest corner of said lot and the projected centerline of a block wall; thence North 60°28'28" East 189.41 feet along the centerline of said Block Wall, and projection thereof, to the West line of Enchanted Homes Addition - Unit 2 (recorded as Entry No. 178296, Davis County Recorder); thence South 00°04'00" West 6.00 feet along said West line to said Northeast corner of Lot 7 and to the point of beginning.

Parcel I.D.s #14-069-0049, 14-069-0052 and 14-069-0062

The sale and this conveyance are made without any covenants or warranty, express or implied, regarding title, possession, or encumbrances or otherwise with respect to the above-described property.

IN WITNESS WHEREOF, the Trustee and Grantor hereunder has caused this Trustee's Deed to be executed this 21st day of March, 2023.



Spencer B. Nelson
Trustee

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 21st day of March, 2023, personally appeared before me Spencer B. Nelson who, being first duly sworn, acknowledged that he executed the foregoing Trustee's Deed in the capacity indicated above.



Notary Public

