

After Recording Mail To:  
**Security Home Mortgage, LLC**  
**ATTN: Tim Tingey**  
**576 S. State Street**  
**Orem, UT 84058**

Prepared By:  
**Robertson Anschutz Vettors, LLC**  
**10850 Richmond Avenue, Suite 350**  
**Houston, TX 77042**

**CONSTRUCTION DEED OF TRUST  
AND SECURITY AGREEMENT  
(Residential)**

Loan No. 58523060027877

**THIS INSTRUMENT SECURES AN OBLIGATION THAT MAY INCREASE AND DECREASE FROM TIME TO TIME.**

**THIS CONSTRUCTION DEED OF TRUST AND SECURITY AGREEMENT** (hereinafter called "Mortgage") made and entered into as of the **Twenty-Seventh day of July, 2023**, between **Curtis Garner and Jazmin Garner, husband and wife and Susan Garner, all as Joint Tenants** whose address is **1014 E Searle Ln, Eagle Mountain, UT 84005** (hereinafter called "Grantor") and **Security Home Mortgage, LLC**, with offices at **576 S. State Street, Orem, UT 84058** (hereinafter called "Beneficiary");

**WITNESSETH:**

To secure the payment of the Indebtedness hereinafter described and the performance of the covenants and obligations herein contained and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS and other valuable consideration in hand paid by Beneficiary to Grantor and in consideration of the debts and trusts hereinafter mentioned, the receipt and sufficiency of all of which is hereby acknowledged, Grantor by these presents does hereby BARGAIN, GRANT, SELL, ASSIGN, MORTGAGE, TRANSFER and CONVEY unto **Fidelity National Title Agency**, Trustee whose address is **1218 East 7800 South, #210, Sandy, UT 84094**, as Trustee (hereinafter called "Trustee") and his successors and substitutes in trust hereunder, for the use and benefit of Beneficiary, the following described real and personal property, rights, titles, interests and estates (which are hereinafter collectively called the "Mortgaged Properties"), to-wit:

1. That certain property set forth and described on **Exhibit "A"** attached hereto and made a part hereof (hereinafter sometimes called the "Premises").
2. All building material, machinery, apparatus, equipment, fittings, fixtures and personal property of every kind and nature whatsoever, now in, part of, affixed to, delivered to or used in connection with the

buildings and improvements on the Premises, or hereafter acquired by the Grantor and hereafter placed in, affixed to, delivered to or used in connection with such buildings and improvements or any buildings hereinafter constructed or placed upon the Premises or any part thereof, including, but without limiting the generality of the foregoing, all engines, furnaces, boilers, stokers, pumps, heaters, tanks, dynamos, transformers, motors, generators, fans, blowers, vents, switchboards, electrical equipment, heating, plumbing, lifting and ventilating apparatus, air-cooling and air-conditioning apparatus, water, gas and electrical fixtures, elevators, mail conveyors, escalators, drapes, carpets, shades, awnings, screens, radiators, partitions, ducts, shafts, pipes, conduits, lines and facilities of whatsoever nature for air, gas, water, steam, electricity, waste sewage and for other utilities, services and uses, compressors, vacuum cleaning systems, call systems, fire prevention and extinguishing apparatus, kitchen equipment, cafeteria equipment, all of which to the extent permitted by law are hereby understood and agreed to be part and parcel of the Premises and improvements thereon and appropriated to the use and operation of the Premises and said improvements, and whether affixed or annexed or not, shall for the purposes of this Mortgage be deemed constructively to be real estate and conveyed hereby, excluding, however, readily movable trade fixtures not used or acquired for use in connection with the operation of any such building or any part thereof, readily movable office furniture, furnishings and equipment not so used or acquired for use, and consumable supplies, whether or not affixed or annexed, that have been or that may hereafter be placed in any building constructed upon the Premises or any part thereof.

3. All reversions and remainders in the Property hereinbefore described or referred to.

4. All and singular the tenements, hereditaments, privileges, easements, franchises, rights, appendages and appurtenances now or hereafter belonging or in anywise appertaining unto the Premises, including all interests in the streets adjacent thereto.

5. All the rents, issues, profits, revenues and other income of the Property subjected or required to be subjected to the lien of this Mortgage, and all the estate, right, title and interest of every nature whatsoever of the Mortgage now owned or hereafter acquired in and to the same and every part and parcel thereof.

TO HAVE AND TO HOLD the Mortgaged Properties unto the Trustee and to his successors and assigns forever to secure the payment of the Indebtedness (hereinafter defined) and to secure the performance of the covenants, agreements and obligations of the Grantor herein contained.

#### I.

This Mortgage is executed and delivered by Grantor to secure the payment of one certain Promissory Note (the "Indebtedness"):

1. Promissory Note of even date herewith in the principal sum of **One Million Three Hundred Twenty-Eight Thousand Dollars (U.S. \$1,328,000.00)**, bearing a Maturity Date of **April 27, 2024**, executed by Grantor and payable to the order of Beneficiary and bearing interest, containing acceleration of maturity and attorney's fees collection clauses, all as specified therein.

2. The Indebtedness evidenced by said note in the principal amount and with interest, collection and attorney's fees, all as provided therein; all renewals, rearrangements or extensions of said note in whole or in part; any sums which may be advanced or paid by Beneficiary or Trustee under the terms hereof on account of the failure of Grantor to comply with the covenants of Grantor contained herein; and all other indebtedness of Grantor arising pursuant to the provisions of this Mortgage or of any loan agreement or other instruments executed in connection with or as security for said note.

## II.

The Grantor hereby represents, warrants and covenants as follows:

1. The Grantor has good and marketable title to and is possessed of the Mortgaged Properties; the Mortgaged Properties are free of any and all liens or encumbrances of any kind or nature except those specified herein; and the Grantor has full power and lawful authority to bargain, grant, sell, mortgage, assign, transfer and convey all the Mortgaged Properties in the manner and form aforesaid.

2. Grantor will warrant and defend the title to the Mortgaged Properties against the claims and demands of all other persons whomsoever and will maintain and preserve the lien created hereby so long as any of the Indebtedness secured hereby remains unpaid. Should an adverse claim be made against or a cloud develop upon the title to any part of the Mortgaged Properties, the Grantor agrees it will immediately defend against such adverse claim or take appropriate action to remove such cloud at the Grantor's cost and expense, and the Grantor further agrees that the Trustee and/or Beneficiary may take such action as they deem advisable to protect and preserve their interests in the Mortgaged Properties, and in such event the Grantor will indemnify the Trustee and the Beneficiary against any and all cost, attorney's fees and other expenses which they may incur in defending against any such adverse claim or taking action to remove such cloud.

3. This Mortgage is, and always will be kept, a direct first lien upon the Mortgaged Properties subject only to the matters specified herein and the Grantor will not create or suffer to be created or permit to exist any lien or charge prior or junior to or on a parity with this Mortgage upon the Mortgaged Properties or any part thereof or upon the rents, issues, revenues, profits and other income therefrom, and the Grantor will from time to time pay or cause to be paid as they become due and payable all taxes, assessments and governmental charges lawfully levied or assessed upon the Mortgaged Properties or any part thereof, or upon or arising from any of the rents, issues, revenues, profits and other income from the Mortgaged Properties, or the operation and development thereof.

4. The Grantor will at its own expense do or cause to be done all things necessary to preserve and keep in full repair, working order and efficiency all the Mortgaged Properties, including, without limiting the generality of the foregoing, all equipment, machinery and facilities, and from time to time will make all the needful and proper repairs, renewals and replacements so that at all times the state and condition of the Mortgaged Properties shall be fully preserved and maintained.

5. The Grantor will keep adequately insured by insurers of recognized responsibility, all of the Mortgaged Properties of an insurable nature and of a character usually insured by persons engaged in the same or a similar business, against all risks customarily insured against by such persons. The Grantor will maintain liability insurance against claims for personal injury or death or property damage suffered by members of the public or others in or about the Mortgaged Properties or occurring by reason of Grantor's ownership, maintenance, use or operation of any plants, shops, machinery, automobiles, trucks or other vehicles, or other facilities on or in connection with the Mortgaged Properties; and maintain all such worker's compensation or similar insurance as may be required under the laws of any jurisdiction in which any of the Mortgaged Properties may be situated. All such liability and worker's compensation insurance shall be maintained in such amounts as is usually carried by persons engaged in the same or similar business and shall be effected under a valid and enforceable policy or policies issued by insurers of recognized responsibility. All of the insurance referred to or mentioned in this paragraph, including the character, coverage, amount and insurers, shall be satisfactory to and approved by Beneficiary. If requested by Beneficiary, the loss payable clauses or provisions in said policy or policies shall be endorsed in favor of and made payable to Beneficiary, any and all monies that may become payable under any such policies of insurance by reason of damage, loss or destruction of any of the Mortgaged Properties, and

Beneficiary may apply all or any part of the sums so collected, at its election, toward payment of the Indebtedness, whether or not such Indebtedness is then due and payable, in such manner as Beneficiary may elect.

6. The Grantor will permit the Trustee and/or the Beneficiary and the agents of either of them to visit and inspect any of the Mortgaged Properties, to examine the books of account of the Grantor and to discuss the affairs, finances or accounts of the Grantor, and to be advised as to the same by any officer or employee of Grantor, all at such reasonable times or intervals as the Trustee or the Beneficiary may desire.

7. Grantor will execute and deliver such further instruments and do such further acts as may be necessary or desirable or as may be reasonably requested by the Trustee or Beneficiary to carry out more effectively the purposes of this Mortgage and to subject to the lien created hereby any properties, rights and interests covered or intended to be covered hereby.

8. Grantor will duly and punctually pay the principal of and interest on all of the Indebtedness as the same shall become due and payable.

9. If any tax is levied or assessed against the Indebtedness described herein or any part thereof, or against this Mortgage, or against the Beneficiary with respect to said Indebtedness or any part thereof or this Mortgage, Grantor shall promptly pay the same.

10. If any part of the Mortgaged Properties is taken for public use under the power of eminent domain, Beneficiary shall have the right to receive and collect all amounts and damages awarded by such condemnation proceedings and apply the same on the Indebtedness when received in such manner as it may elect.

11. If Grantor fails to perform any of the covenants contained herein, the Trustee or Beneficiary may make advances and perform same in Grantor's behalf and all sums so advanced shall be a lien on the Mortgaged Properties and secured hereby. Grantor agrees to repay on demand all sums so advanced with interest thereon at the rate of ten (10%) percent per annum.

### III.

1. If any of the following (herein called "Events of Default") shall occur:

(a) default shall be made in the payment, in whole or in part, of any of the Indebtedness or any installment thereof as and when the same shall become due and payable;

(b) any warranty or representation made in this Mortgage, or in any loan agreement or other instrument executed by Grantor in connection with or as security for any of the Indebtedness, shall be breached, or prove to be untrue; or default or breach shall be made in the due performance of any covenant, warranty or agreement of the Grantor in this Mortgage, or in any loan agreement or other instrument executed by Grantor in connection with or as security for any of the Indebtedness;

(c) the Grantor shall apply for or consent to the appointment of a receiver, trustee or liquidator thereof or of all or a substantial part of its assets; be adjudicated as bankrupt or insolvent, or file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due; make a general assignment for the benefit of creditors; file a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any insolvency law; file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against it in any bankruptcy, reorganization or insolvency proceedings; or an order, judgment or decree shall be entered by any court

of competent jurisdiction, approving a petition seeking reorganization of the Grantor or appointing a receiver, trustee or liquidator of the Grantor or of all or a substantial part of the assets of the Grantor, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days; or

(d) if all or any part of the Property or any interest in the Property is sold or transferred (or if Grantor is not a natural person and a beneficial interest in Grantor is sold or transferred) without Beneficiary's prior written consent;

the Beneficiary may, by written notice addressed and mailed to the Grantor at its address set forth in the recitals hereof, declare the entire unpaid principal of and the interest accrued on the Indebtedness, in whole or in part, to be immediately due and payable, and upon such declaration the same shall become and be immediately due and payable. All costs and expenses (including attorney's fees) incurred by the Trustee or the Beneficiary in protecting and enforcing their rights hereunder shall constitute a demand obligation owing by the Grantor and shall draw interest at the rate of ten (10%) percent per annum, and shall constitute a portion of the Indebtedness secured hereby and shall have the benefit of the lien hereby created.

2. If any of the Indebtedness shall become due and payable, the Trustee shall have the right and power to sell, as he may elect and to the extent permitted by law, all or any portion of the Mortgaged Properties, at one or more sales, as an entirety or in parcels, at such place or places and otherwise in such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as the Trustee may deem appropriate, and to make conveyance to the purchaser or purchasers.

3. If any of the Indebtedness shall become due and payable, the Trustee or the Beneficiary shall have the right and power to proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the sale of the Mortgaged Properties under the judgment or decree of any court or courts of competent jurisdiction, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Mortgaged Properties under the order of a court or courts of competent jurisdiction or under executory or other legal process, or for the enforcement of any other appropriate legal or equitable remedy. The Grantor agrees to the full extent that it lawfully may, that in the case one or more of the Events of Default shall have occurred and shall not have been remedied, then, and in every such case, the Trustee or Beneficiary shall have the right and power to enter into and upon and take possession of all or any part of the Mortgaged Properties in the possession of the Grantor, its successors or assigns, or its or their agents or servants, and may exclude the Grantor, its successors or assigns, and all persons claiming under the Grantor, and its or their agents or servants wholly or partly therefrom; and, holding the same, the Trustee or Beneficiary may use, administer, manage, operate and control the Mortgaged Properties and conduct the business thereof to the same extent as the Grantor, its successors or assigns, might at the time do and may exercise all rights and powers of the Grantor, in the name, place and stead of the Grantor, or otherwise as the Trustee or Beneficiary shall deem best.

4. Every right, power and remedy herein given to the Trustee or the Beneficiary shall be cumulative and in addition to every other right, power and remedy herein specifically given or now or hereafter existing in equity, at law or by statute; and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and so often and in such order as may be deemed expedient by the Trustee or the Beneficiary, and the exercise, or the beginning of the exercise, of any such right, power or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter any other right, power or remedy. No delay or omission by the Trustee or the Beneficiary in the exercise of any right, power or remedy shall impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

5. Any sale or sales of the Mortgaged Properties or any part thereof, whether under the power of sale herein granted and conferred or under and by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, or the Grantor of, in and to the premises and the property sold, and shall be a perpetual bar, both at law and in equity, against the Grantor, its successors and assigns, and against any and all persons claiming or who shall thereafter claim all or any of the property sold from, through or under the Grantor, its successors or assigns; and the Grantor, if requested by the Trustee or the Beneficiary so to do, shall join in the execution and delivery of all proper conveyances, assignments and transfers of the properties so sold. The proceeds of any sale of the Mortgaged Properties or any part thereof and all other monies received by the Trustee or Beneficiary in any proceedings for the enforcement hereof, whose application has not elsewhere herein been specifically provided for, shall be applied first, to the payment of all expenses incurred by the Trustee or the Beneficiary incident to the enforcement of this Mortgage or any of the Indebtedness (including, without limiting the generality of the foregoing, expenses of any entry or taking of possession, of any sale, of advertisement thereof, and of conveyances, and court costs, compensation of agents and employees, legal fees and a reasonable commission to the Trustee acting), and to the payment of all other charges, expenses, liabilities and advances incurred or made by the Trustee or the Beneficiary under this Mortgage or in executing any trust or power hereunder; and then to payment of the Indebtedness in such order and manner as Beneficiary may elect. The Beneficiary may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of any of the Indebtedness secured hereby, in whole or in part, and in such portions and in such order as may seem best to the Beneficiary in its sole and uncontrolled discretion, and any such action shall not in anywise be considered as a waiver of any of the rights, benefits or liens created by this Mortgage. The Grantor agrees, to the full extent that it may lawfully so agree, that it will not at any time insist upon or plead or in any manner whatever claim or take the benefit or advantage of any appraisal, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Properties or the possession thereof by any purchaser at any sale made pursuant to any provision hereof, or pursuant to the decree of any court of competent jurisdiction; but the Grantor, for itself and all who may claim through or under it, so far as it or they now or hereafter lawfully may, hereby waives the benefit of all such laws. The Grantor, for itself and all who may claim through or under it, waives, to the extent that it may lawfully do so, any and all right to have the property included in the Mortgaged Properties marshalled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may sell the Mortgaged Properties as an entirety. If any law referred to herein and now in force, of which the Grantor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof.

#### IV.

To further secure said Indebtedness, Grantor hereby grants to Beneficiary a security interest in and to the Mortgaged Properties insofar as such Mortgaged Properties consist of equipment, general intangibles, accounts, contract rights, inventory, fixtures and any and all other personal property of any kind or character defined in and subject to the provisions of the Utah Uniform Commercial Code, including the proceeds and products from any and all of such personal property. Upon the happening of any of the Events of Default, Beneficiary is and shall be entitled to all of the rights, powers and remedies afforded a secured party by the Utah Uniform Commercial Code with references to the personal property and fixtures in which Beneficiary has been granted a security interest herein, or the Trustee or Beneficiary may proceed as to both the real and personal property covered hereby in accordance with the rights and remedies granted under this Mortgage in respect of the real property covered hereby. Such rights, powers and remedies shall be cumulative and in addition to those granted Trustee or Beneficiary under any other provision of this instrument or under any other instrument executed in connection with or as security for any of said Indebtedness.

## V.

1. It shall be no part of the duty of the Trustee to see to any recording, filing or registration of this Mortgage or any other instrument in addition or supplemental thereto, or to give any notice thereof, or to see to the payment of or be under any duty in respect of any tax or assessment or other governmental charge which may be levied or assessed on the Mortgaged Properties, or any part thereof, or against the Grantor, or to see to the performance or observance by the Grantor of any of the covenants and agreements contained herein. The Trustee shall not be responsible for the execution, acknowledgment or validity of this Mortgage or of any instrument in addition or supplemental hereto or for the sufficiency of the security purported to be created hereby, and makes no representation in respect thereof or in respect of the rights of the Beneficiary. The Trustee shall have the right to advise with counsel upon any matters arising hereunder and shall be fully protected in relying as to legal matters on the advice of counsel. The Trustee shall not incur any personal liability hereunder except for his own willful misconduct; and the Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine.

2. In case of the death, inability, refusal or incapacity of the Trustee to act, or at the option of the Beneficiary at any time and without cause or notice, a successor or substitute trustee may be named, constituted and appointed. Successor or substitute trustees may be named, constituted and appointed without procuring the resignation of the former trustee and without other formality than the execution and acknowledgment by Beneficiary of a written instrument (which instrument, if Beneficiary is a corporation, shall be executed by the President or any Vice-President and attested by the Secretary or any Assistant Secretary and without the necessity of any action by the Board of Directors authorizing such appointment) appointing and designating such successor or substitute trustee, whereupon such successor or substitute trustee shall become vested with and succeed to all of the rights, titles, privileges, powers and duties of the Trustee named herein. Such right of appointment of a substitute or successor trustee shall exist as often and whenever for any of said causes the original or successor or substitute trustee cannot or will not act or has been removed as herein provided.

## VI.

1. If all Indebtedness shall be paid, this Mortgage shall become null and void and the Mortgaged Properties shall revert to the Grantor, and the Trustee shall forthwith cause satisfaction and discharge of this Mortgage to be entered upon the record at the expense of the Grantor and shall execute and deliver or cause to be executed and delivered such instruments of satisfaction and reassignment as may be appropriate. Otherwise, this Mortgage shall remain and continue in full force and effect.

2. If any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction and the remaining provisions hereof shall be liberally construed in favor of the Trustee and the Beneficiary in order to effectuate the provisions hereof, and the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

3. This instrument may be construed as a mortgage, deed of trust, security instrument, chattel mortgage, conveyance, assignment, security agreement, pledge, financing statement, hypothecation or contract, or any one or more of them, in order to fully effectuate the lien hereof and the purposes and agreements herein set forth.

4. The term "Grantor" as used herein shall mean and include all and each of the individuals, partnerships, corporations or other legal entities or persons executing this Mortgage. The number and gender of pronouns used in referring to Grantor shall be construed to mean and correspond with the number and gender of the individuals,

partnerships, corporations or other legal entities or persons executing this Mortgage as Grantor. The term "Beneficiary" as used herein shall mean and include any legal owner, holder, assignee or pledgee of any of the Indebtedness secured hereby. The terms used to designate Trustee, Beneficiary and Grantor shall be deemed to include the respective heirs, legal representatives, successors and assigns of such parties.

5. This instrument is made with full substitute and subrogation of the Trustee and his successors in this Trust and his and their assigns in and to all covenants and warranties by others heretofore given or made in respect of the Mortgaged Properties or any part thereof.

6. The covenants and agreements herein contained shall constitute covenants running with the land and interests covered or affected hereby, and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

7. If any of the terms or provisions hereof or of any note or other evidence of the Indebtedness or of any instrument executed in connection with or as security for the Indebtedness is susceptible of being construed as binding or obligating Grantor or any other person or concern obligated, either primarily or conditionally, for the payment of any Indebtedness secured hereby, under any circumstances or contingencies whatsoever, to pay interest in excess of that authorized by law, it is agreed that such terms or provisions are a mistake in calculation or wording and, notwithstanding the same, it is expressly agreed that neither Grantor nor any other person or concern obligated in any manner on any such Indebtedness shall ever be required or obligated under the terms hereof or under the terms of any such note or other evidence of any of the Indebtedness or other instrument or otherwise, to pay interest in excess of that authorized by law. It is the intention of the parties hereto to conform strictly to the usury laws now in force in the State of Utah and any of the aforesaid contracts for interest shall be held to be subject to reduction to the amount allowed under said usury laws. If the maturity of any of the Indebtedness is accelerated before the due date thereof, any unearned interest payable with respect thereto which is in excess of the maximum permitted by law shall be cancelled automatically as of the date of such acceleration and if theretofore paid shall be refunded or credited on the Indebtedness.

8. This is a "Construction Mortgage" within the meaning of Utah law, as same may be amended from time to time. The liens and security interest created by this deed of trust secure an obligation incurred for the construction of improvements on land and including, if applicable, the acquisition cost of the land and all future advances.

9. If one or more riders are executed by Grantor and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.--No Riders Required--

10. Grantor covenants and agrees that Grantor's obligations and liability shall be joint and several. However, any Grantor who signs this Mortgage but does not execute the Promissory Note (a "non-borrowing person"): (a) is signing this instrument only to mortgage, grant and convey the non-borrowing person's interest in the Mortgaged Properties under the terms of this security instrument; (b) is not personally obligated to pay the sums secured by this security instrument (even if referred to as borrower elsewhere in this instrument or in an attached rider); and (c) agrees that Beneficiary and any borrower that signed the Promissory Note can agree to extend, modify, forbear or make any accommodations with regard to the terms of this security instrument or the Promissory Note without the non-borrowing person's consent.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:



**11. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under this agreement unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 11, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and of the election to cause the Property to be sold and shall record such notice in each county in which any part of the Property is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. In the event Borrower does not cure the default within the period then prescribed by Applicable Law, Trustee shall give public notice of the sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines (but subject to any statutory right of Borrower to direct the order in which the Property, if consisting of several known lots or parcels, shall be sold). Trustee may in accordance with Applicable Law, postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the county clerk of the county in which the sale took place.

**12. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

**13. Substitute Trustee.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

**14. Request for Notices.** Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

WITNESS THE EXECUTION HEREOF as of the date first above written.

  
Curtis Garner

(Seal)  
-Borrower

  
Jazmin Garner

(Seal)  
-Borrower

  
Susan Garner

(Seal)  
-Borrower

State of Utah

County of Salt Lake

On this [Day] 27th day of [Month] July, in the year [Year] 2023,

before me, [Name of Notary Public] Britney Bown, a notary public, personally appeared **Curtis Garner, and Jazmin Garner, and Susan Garner**, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to in this document, and acknowledged he/~~she~~/~~they~~ executed the same.

Witness my hand and official seal.



Notary Public

Britney Bown

(Printed Name of Notarial Officer)

My commission expires: 11-19-24



Loan Originator organization is Security Home Mortgage, LLC, NMLSR# 178787 and the Primary Loan Originator is Jon R Burgener, NMLSR# 200927

**Exhibit "A"**

**Parcel 1:**

**Lot 112, SCARLET RIDGE PHASE A PLAT 1 FINAL, according to the Official Plat thereof as recorded in the Office of the Utah County Recorder, State of Utah.**

**Tax Parcel No. 66-892-0112**

**Parcel 2:**

**Lot 5, AUTUMN RIDGE SUBDIVISION, PHASE 1, Eagle Mountain, according to the official plat thereof on file in the Office of the Utah County Recorder, State of Utah.**

**Tax Parcel No. 34-456-0005**

**Parcel 3:**

**Lot 50, contained within Meadow Park Villas, Plat A, Planned Unit Development, as said Lot is identified in the Plat of said Development, recorded in Utah County, Utah, as Entry No. 70102:2004, and any and all amendments thereto. Together with a right and easement of use and enjoyment in and to the Common Areas described and as provided for, in said Declaration of Covenants, Conditions and Restrictions, which include, without limitation, an easement for vehicular ingress and egress over and across said Common Areas to and from said Lot.**

**Tax Parcel No. 46-634-0050**