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ANDREA ALLEN
UTAH COUNTY RECORDER
2022 May 09 9:19 am FEE 40.00 BY CS
RECORDED FOR ITPMURA, DOUGLAS R

WHEN RECORDED, RETURN TO:
CADDEN & FULLER LLP
2050 Main Street, Suite 260
Irvine, California 92614
Attention: Thomas H. Cadden, Esq.

Tax Parcel Number: 65-134-0216

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DEED OF TRUST AND ASSIGNMENT OF RENTS

This DEED OF TRUST AND ASSIGNMENT OF RENTS (this "Deed of Trust"), is made this 13th day of April, 2022, by and between Dustin Clark and Jennifer A. Clark, Husband and Wife as Joint Tenants ("Trustor"), whose address is 2469 West 2300 North, Lehi, Utah 84043, First American Title Company ("Trustee"), which has a place of business at 215 South State Street, Suite 280, Salt Lake City, Utah 84111, and National Wood Products, Inc., a Utah corporation (hereinafter sometimes referred to as "Beneficiary" and/or "National Wood"), whose place of business is located at 2705 South 600 West, Salt Lake City, Utah 84115.

Witnesseth: FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, all of Trustor's right, title, and interest in and to that certain real property located in the County of Utah, State of Utah, commonly known as 2469 West 2300 North, Lehi, Utah 84043 and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

TOGETHER WITH the rents, issues, profits, thereof, SUBJECT HOWEVER, to the right, power, and authority hereinafter given and conferred upon Beneficiary to collect and apply such rents, issues, and profits;

TOGETHER WITH all easements, rights-of-way and other rights now owned or hereafter acquired by Trustor used in connection with the Property, or as a means of access thereto, and all tenements, hereditaments, and appurtenances thereof and thereto; and

TOGETHER WITH all right, title, and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Property.

FOR THE PURPOSE OF SECURING:

The full and complete payment, satisfaction and/or performance of all "Indebtedness" owed by Trustor to Beneficiary. For purposes of this Deed of Trust, "Indebtedness" shall mean and refer to any and all obligations that Trustor owes to Beneficiary pursuant to: (1) The Personal Guaranty entered into on or about February 8, 2021, pursuant to which Trustor, Dustin Clark, has guaranteed the performance of a First Modification Agreement entered into on or about April 13, 2022, between National Wood and Titan Cabinetry and Millwork Inc., a Utah corporation ("Debtor") (the "First Modification"), a Promissory Note entered into on or about April 13, 2022 between National Wood and Debtor (the "Note"), the Original Agreement (as the term is defined in the First Modification), and the Future Agreement (as the term is defined in the First Modification); (2) The Personal Guaranty entered into on or about April 13, 2022, pursuant to which Trustor, Jennifer A. Clark, has guaranteed the performance of the Note, the First Modification, the Original Agreement, and the Future Agreement; (3) Any and all other present and future obligations of Trustor to National Wood, whether incurred pursuant to a written contract, invoice, line of credit or otherwise and whether consisting of obligations for materials purchased, interest charges, costs and attorneys' fees charged against National Wood or other obligations of Trustor to National Wood, all amounts owed under any modifications, renewals, or extensions of any of the foregoing obligations, and any and all of the foregoing which arise after the filing of a petition for relief by or against the Trustor under the Bankruptcy Code, even if the obligations do not accrue because of the automatic stay under 11 U.S.C. § 362 or otherwise; (4) Each agreement and covenant set forth herein; and (5) All sums expended or advanced by National Wood under or pursuant to the terms hereof, together with interest thereon as herein provided.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire, vandalism, and malicious mischief insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy applicable to the property which is maintained by Trustor (irrespective of whether or not such insurance has been required under this Deed of Trust and irrespective of whether or not Beneficiary has been named as a loss payee with respect to such insurance) may be applied by Beneficiary upon any Indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. The provisions hereof are subject to the mutual agreements of the parties as below set forth.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence

of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

(4) To pay: at least ten days before delinquency, all taxes and assessments affecting said property, including assessments on appurtenant water stock; subject to the mutual agreements of the parties as below set forth, to pay when due, all encumbrances, charges, and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees, and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, the Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay its reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance. The provisions hereof are subject to the mutual agreements of the parties as below set forth.

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

(8) That at any time from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note for endorsement, and without affecting the personal liability of any person for payment of the Indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of the Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, 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 such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy the Note and this Deed of Trust unless directed in such request to retain them.

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority, during the continuance of these Trusts, to collect the rents, issues, and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any Indebtedness

secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable. 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 Indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any Indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any Indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as may be determined, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone the sale of all or any portion of said 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 such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust in exercising the power of sale and the sale, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any Indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee's predecessor, succeed to all its title, estate, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the recording number of this Deed of Trust or the book and page where this Deed of Trust is recorded, and the name and address of the new Trustee.

(13) That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the Indebtedness secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

(14) That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

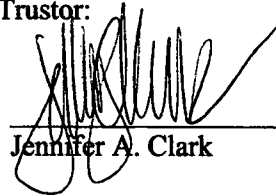
The Undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to it at its address hereinbefore set forth.

(15) The provisions of the attached Exhibit "B" are incorporated herein by reference as though set forth in full.

Signatures of Trustor:



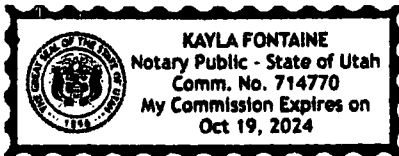
Dustin Clark

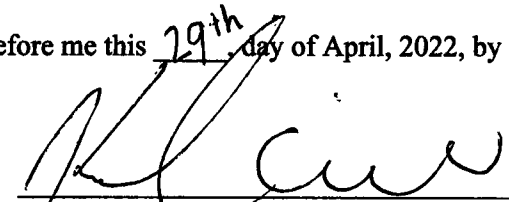


Jennifer A. Clark

STATE OF UTAH)
) SS
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 29th day of April, 2022, by Dustin Clark and Jennifer A. Clark.





Signature of Person Taking Acknowledgment
Title: Financial Advisor
Residing at: AMERICAN FORK
My commission expires: OCT 19 2024

(Seal)

EXHIBIT A

LEGAL DESCRIPTION

(Property commonly known as 2469 West 2300 North, Lehi, Utah 84043)

ALL OF LOT NO. 216, CONTAINED WITHIN PLAT "B," CRANBERRY FARMS, A PLANNED RESIDENTIAL DEVELOPMENT, AS THE SAME IS IDENTIFIED IN THE PLAT MAP RECORDED IN UTAH COUNTY, STATE OF UTAH, AS ENTRY NO. 052147:2005 OF THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF UTAH COUNTY, STATE OF UTAH (AS SAID RECORD OF SURVEY MAP MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF CRANBERRY FARMS, RECORDED IN UTAH COUNTY, STATE OF UTAH, AS ENTRY NO. 126542:2004 OF THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF UTAH COUNTY, STATE OF UTAH (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN SUPPLEMENTED), TOGETHER WITH AN UNDIVIDED PERCENTAGE OF OWNERSHIP INTEREST IN THE ASSOCIATION.

Tax Parcel Number: 65-134-0216

EXHIBIT B**A. WARRANTIES BY TRUSTOR**

In addition to any other representations and warranties set forth herein, Trustor further represents and warrants the following:

1. The property is encumbered by a prior Deed of Trust (the "First Deed of Trust") recorded November 2, 2016, by and between Dustin Clark and Jennifer A. Clark, husband and wife as joint tenants, Title Guarantee (the "First Existing Trustee") and Academy Mortgage Corporation, a Utah corporation (the "First Lender");
2. The property is encumbered by a prior second Deed of Trust (the "Second Deed of Trust") recorded December 30, 2016, by and between Dustin Clark and Jennifer A. Clark, Mountain America Federal Credit Union (the "Second Existing Trustee") and Mountain America Federal Credit Union (the "Second Lender"); and
3. When this Deed of Trust is recorded, the property will have no other encumbrances of any kind besides the First Deed of Trust and Second Deed of Trust.

B. COVENANTS BY TRUSTOR

In addition to any other covenants set forth herein:

1. Trustor will deliver to National Wood copies of any and all "Writing" (as that term is defined in Utah Rules of Evidence, Rule 1001) provided by Trustor to the First Lender and Second Lender and/or the First Existing Trustee and the Second Existing Trustee (including, but not limited to, confirmation of payments on the underlying obligation secured by the First Deed of Trust and Second Deed of Trust, correspondence to the First Lender and Second Lender and/or the First Existing Trustee and the Second Existing Trustee) at the same time these writings are sent to the First Lender and Second Lender and/or the First Existing Trustee and the Second Existing Trustee, if requested by National Wood.
2. Trustor will deliver to National Wood copies of any and all Writing received by Trustor from the First Lender and Second Lender and/or the First Existing Trustee and the Second Existing Trustee within two (2) business days of receipt of any and all such Writing from the First Lender and Second Lender and/or the First Existing Trustee and the Second Existing Trustee regarding the value of the property, problems with title, liens or encumbrances, the amount of the financing requested, the amount of the financing approved, and default in payment or other obligations.
3. Trustor will deliver to National Wood copies of any other Writing provided by any individual and/or entity to Trustor alleging they have the right to and/or plan on taking any action which will result in a levy, attachment, lien, or encumbrance being placed on all or any part of the property within two (2) business days of receipt of any and all such Writing.
4. Trustor will deliver to National Wood copies of any and all Writing provided by Trustor to any individual and/or entity which either provide a response to the Writing referred to above or are in any way related to the subject matter of any Writing referred to above.
5. Trustor will not allow the amount of debt secured by the First Deed of Trust and Second Deed of Trust to be increased.
6. Trustor will not allow any other levy, attachment, lien, or encumbrance to be made upon all or any part of the property.

C. DEFAULT

In addition to any other events set forth herein which shall constitute a Default, the following events shall also constitute a Default under this Deed of Trust:

1. The occurrence of a Default (as the term is defined therein) under one or more of the following documents (collectively, the "Security Documents"): (a) The Personal Guaranty entered into on or about February 8, 2021, between National Wood and Dustin Clark; (b) The Personal Guaranty entered into on or about April 13, 2022 between National Wood and Jennifer A. Clark; (c) The Deed of Trust entered into on or about April 13, 2022 by and between National Wood and Dustin Clark and Jennifer A. Clark concerning the property commonly known as 2469 West 2300 North, Lehi, Utah 84042 ("Deed of Trust"); and (d) The Security Agreement entered into between National Wood and Debtor on or about April 13, 2022 ("Security Agreement").

2. The occurrence of one or more of the following: (a) Trustor fails to timely pay any sums due under this Deed of Trust; (b) Trustor fails to timely comply with any other covenant, condition, or obligation under this Deed of Trust or any other agreement with National Wood; (c) Debtor fails to timely pay any sums due under Promissory Note dated on or about April 13, 2022 (the "Note"); (d) Debtor fails to timely comply with any other covenant, condition, or obligation under the Note; (e) Debtor fails to timely pay any sums due under the First Modification; (f) Debtor fails to timely comply with any other covenant, condition, or obligation under the First Modification; (g) Debtor fails to timely pay any sums due under the Future Agreement; (h) Debtor fails to timely comply with any other covenant, condition, or obligation under the Future Agreement; (i) Debtor fails to timely pay any Indebtedness owing to National; (j) Debtor, Dustin Clark or Jennifer A. Clark makes, or has made, any material misstatement or misrepresentation to National Wood; (k) The dissolution, merger, or consolidation of Trustor (if Trustor is a corporation, partnership, limited liability company, trust, or entity other than a natural person); (l) The transfer of a substantial portion of the property of Trustor, regardless of whether or not such transfer is consensual; and/or (m) The filing of a voluntary or involuntary petition for relief with respect to Trustor under title 11 of the United States Code.

D. RIGHTS AND REMEDIES UPON DEFAULT

In the event of a Default, at any time thereafter, at its option, and without further notice or demand of any kind to Trustor, all of which are hereby expressly waived by Trustor, National Wood may do any one or more of the following: (1) Exercise any and all rights and remedies which National Wood may have pursuant to the Security Documents; (2) Accelerate any payment due under this Deed of Trust and declare it to be due and payable immediately; (3) Exercise any and all rights and remedies which National Wood may have pursuant to this Deed of Trust; (4) Accelerate any payment due under the Note and declare it to be due and payable immediately; (5) Exercise any and all rights and remedies which National Wood may have pursuant to the Note; (6) Accelerate any payment due under the First Modification and declare it to be due and payable immediately; (7) Exercise any and all rights and remedies which National Wood may have pursuant to the First Modification; (8) Accelerate any payment due under the Future Agreement and declare it to be due and payable immediately; (9) Exercise any and all rights and remedies which National Wood may have pursuant to the Future Agreement; (10) Accelerate any other Indebtedness and declare it to be due and payable immediately; (11) Exercise any and all rights and remedies which National Wood may have pursuant to the Original Agreement; and (12) Exercise any and all rights and remedies which National Wood may have under any applicable laws, statutes, codes, ordinances, and/or rules.