



W2685536

RECORDING REQUESTED BY:
**Commonwealth Land Title
Insurance Company**

E# 2685536 PG 1 OF 15
ERNEST D ROWLEY, WEBER COUNTY RECORDER
07-May-14 0336 PM FEE \$38.00 DEP TT
REC FOR: FOUNDERS TITLE COMPANY
ELECTRONICALLY RECORDED

PREPARED BY:
Nordic Valley Health Holdings
LLC
c/o Ensign Services, Inc.
27101 Puerta Real, Suite 450
Mission Viejo, CA 92691
F-95207 WLV

Space above this line for Recorder's Use

COMMERCIAL DEED OF TRUST

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON,
YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING
INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD
IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR
DRIVER'S LICENSE NUMBER.**

Date: May 06, 2014

Effective: May 07, 2014

Grantor: Nordic Valley Health Holdings LLC, a Nevada limited liability company

Grantor's Mailing Address (including county):

Nordic Valley Health Holdings LLC
c/o Ensign Services, Inc.
Attn: General Counsel
27101 Puerta Real, Suite 450
Mission Viejo, California 92691
County of Orange

Trustee: Commonwealth Land Title Insurance Company

Trustee's Mailing Address (including county)
Commonwealth Land Title Insurance Company
746 East Winchester, Suite 100
Salt Lake City, Utah 84107
County of Salt Lake

Lender: The Ensign Group, Inc., a Delaware corporation

Lender's Mailing Address (including county):

The Ensign Group, Inc.
Attn: General Counsel
27101 Puerta Real, Suite 450
Mission Viejo, Orange County, California 92691

Obligation Note(s) Date: May 01, 2014

Original principal amount: \$4,800,000.00

Borrower: **Nordic Valley Health Holdings LLC, a Nevada limited liability company**

Lender: **The Ensign Group, Inc.**

Maturity date: **May 01, 2039**

Other Debt: **N/A**

Property (including any improvements): **The real property described on Exhibit A attached hereto and all buildings, improvements and appurtenances thereto.**

Prior Lien(s) (including recording information): **N/A**

Other Exceptions to Conveyance and Warranty: **See Exhibit B attached hereto.**

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

Clauses and Covenants

A. Grantor's Obligations

Grantor agrees to:

1. keep the Property in good repair and condition;
2. pay all taxes and assessments on the Property before delinquency;
3. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
4. maintain all insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lender reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Lender, and deliver evidence of the Required Insurance Coverages in a form acceptable to Lender at least ten days before the expiration of the Required Insurance Coverages;
5. obey all laws, ordinances, and restrictive covenants applicable to the Property;
6. keep any buildings occupied as required by the Required Insurance Coverages;
7. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
8. notify Lender of any change of address.

B. Lender's Rights

1. Lender or Lender's mortgage servicer may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.
3. Lender may apply any proceeds received under the property insurance policies covering the Property either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the insurance proceeds available to Grantor for repairs.
4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.
5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.
6. If there is a default on the Obligation or if Grantor fails to perform any of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may-
 - (a) declare the unpaid principal balance and earned interest on the Obligation immediately due;
 - (b) direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by under California law then in effect; and
 - (c) purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.
7. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

C. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will:

1. either personally or by agent give notice of the foreclosure sale as required by California Law - in effect at that time;
2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;
3. from the proceeds of the sale, pay, in this order-
 - (a) expenses of foreclosure, including a reasonable commission to Trustee;
 - (b) to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - (c) any amounts required by law to be paid before payment to Grantor;
 - (d) to Grantor, any balance; and

4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

D. General Provisions

1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any trustee's deed conveying the Property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.
5. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.
6. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.
7. Grantor assigns to Lender absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Grantor warrants the validity and enforceability of the assignment. Grantor may as Lender's licensee collect rent and other income and receipts as long as Grantor is not in default with respect to the Obligation or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the Obligation and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due with respect to the Obligation and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the Obligation or performance of this deed of trust, Lender may terminate Grantor's license to collect rent and other income and then as Grantor's agent may rent the Property and collect all rent and other income and receipts. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Lender's rights and remedies and then to Grantor's obligations with respect to the Obligation and this deed of trust in the order determined by Lender. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies. If Grantor becomes a voluntary or involuntary debtor in bankruptcy, Lender's filing a proof of claim in bankruptcy will be deemed equivalent to the appointment of a receiver under California law.
8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or,

if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

10. Grantor may not sell, transfer, or otherwise dispose of any Property, whether voluntarily or by operation of law, without the prior written consent of Lender. If granted, consent may be conditioned upon

- (a) the grantee's integrity, reputation, character, creditworthiness, and management ability being satisfactory to Lender; and
- (b) the grantee's executing, before such sale, transfer, or other disposition, a written assumption agreement containing any terms Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, a transfer fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

Grantor may not cause or permit any Property to be encumbered by any liens, security interests, or encumbrances other than the liens securing the Obligation and the liens securing ad valorem taxes not yet due and payable without the prior written consent of Lender. If granted, consent may be conditioned upon Grantor's executing, before granting such lien, a written modification agreement containing any terms Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, an approval fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

Grantor may not grant any lien, security interest, or other encumbrance (a "Subordinate Instrument") covering the Property that is subordinate to the liens created by this deed of trust without the prior written consent of Lender. If granted, consent may be conditioned upon the Subordinate Instrument's containing express covenants to the effect that-

- (a) the Subordinate Instrument is unconditionally subordinate to this deed of trust;
- (b) if any action is instituted to foreclose or otherwise enforce the Subordinate Instrument, no action may be taken that would terminate any occupancy or tenancy without the prior written consent of Lender, and that consent, if granted, may be conditioned in any manner Lender determines;
- (c) rents, if collected by or for the holder of the Subordinate Instrument, will be applied first to the payment of the Obligation then due and to expenses incurred in the ownership, operation, and maintenance of the Property in any order Lender may determine, before being applied to any indebtedness secured by the Subordinate Instrument;
- (d) written notice of default under the Subordinate Instrument and written notice of the commencement of any action to foreclose or otherwise enforce the Subordinate Instrument must be given to Lender concurrently with or immediately after the occurrence of any such default or commencement; and
- (e) in the event of the bankruptcy of Grantor, all amounts due on or with respect to the Obligation and this deed of trust will be payable in full before any payments on the indebtedness secured by the Subordinate Instrument.

Grantor may not cause or permit any of the following events to occur without the prior written consent of Lender: if Grantor is

- (a) a corporation, the dissolution of the corporation or the sale, pledge, encumbrance, or assignment of any shares of its stock;
- (b) a limited liability company, the dissolution of the company or the sale, pledge, encumbrance, or assignment of any of its membership interests;
- (c) a general partnership or joint venture, the dissolution of the partnership or venture or the sale, pledge, encumbrance, or assignment of any of its partnership or joint venture interests, or the withdrawal from or admission into it of any general partner or joint venturer; or
- (d) a limited partnership, (1) the dissolution of the partnership, (2) the sale, pledge, encumbrance, or assignment of any of its general partnership interests, or the withdrawal from or admission into it of any general partner, (3) the sale, pledge, encumbrance, or assignment of a controlling portion of its limited partnership interests, or (4) the withdrawal from or admission into it of any controlling limited partner or partners.

If granted, consent may be conditioned upon-

- (a) the integrity, reputation, character, creditworthiness, and management ability of the person succeeding to the ownership interest in Grantor (or security interest in such ownership) being satisfactory to Lender; and
- (b) the execution, before such event, by the person succeeding to the interest of Grantor in the Property or ownership interest in Grantor (or security interest in such ownership) of a written modification or assumption agreement containing such terms as Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, a transfer fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

11. When the context requires, singular nouns and pronouns include the plural.

12. The term Note includes all extensions, modifications, and renewals of the Note and all

amounts secured by this deed of trust.

13. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.

14. If Grantor and Borrower are not the same person, the term Grantor includes Borrower.

15. Grantor and each surety, endorser, and guarantor of the Obligation waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

16. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.

17. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

18. The term "Lender" includes any mortgage servicer for Lender.

EXECUTED this the 06th day of May 2014.

GRANTOR:

**NORDIC VALLEY HEALTH HOLDINGS
LLC, a Nevada limited liability company**

By: The Ensign Group, Inc., its sole member

By: 

Name: Chad Keetch

Its: Assistant Secretary

[Signature Page to Deed of Trust]

State of California

County of ORANGE

On MAY 6, 2014 before me, BETTY J. MORGAN

(insert name and title of the officer) personally appeared CHAD KEETCH,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Betty J. Morgan (Seal)



ADDRESS OF GRANTEE, AND
AFTER RECORDING RETURN TO:

The Ensign Group, Inc.
Attention: Chad Keetch
27101 Puerta Real, Suite 450
Mission Viejo, California 92691

EXHIBIT A
LEGAL DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE
BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT WHICH IS NORTH 0°26' EAST 1624.33 FEET ALONG THE SECTION LINE, AND
NORTH 89°34' WEST 501.00 FEET AND NORTH 81°44' WEST 149.66 FEET FROM THE SOUTHEAST
CORNER OF SAID SECTION 17; RUNNING THENCE SOUTH 16°06' WEST 122.71 FEET; THENCE SOUTH
72°26' WEST 89.93 FEET; THENCE SOUTH 0°26' WEST 145.10 FEET; THENCE SOUTH 72°26' WEST 305.00
FEET; THENCE NORTH 0°26' EAST 386.94 FEET; THENCE NORTH 72°26' EAST 253.09 FEET; THENCE
EASTERLY ALONG THE ARC OF A 549.06 FOOT RADIUS CURVE TO THE LEFT 186.95 FEET (L C BEARS
SOUTH 65°08'45" EAST 186.04 FEET) TO THE POINT OF BEGINNING.

TAX ID No.: 07-053-0028

EXHIBIT B
PERMITTED ENCUMBRANCES

9. Taxes for the year 2014 are now a lien, not yet due and payable. Tax ID No: 07-053-0028. (2013 taxes were paid in the amount of \$270,289.86).

1. Personal Property Taxes for the year 2014 are now a lien, but not yet due and payable. Tax ID No: 30-300-6809.

2. Said property is included within the boundaries of Weber Area Dispatch 911 and Emergency Services District, Weber County Schools, Central Weber Sewer and Washington Terrace City, Southeast Redevelopment Plan, and is subject to the charges and assessments thereof. (As of the Date of Policy, there are no amounts currently due and payable.

3. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: Robert K. Eisleben

Grantee: MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY

Dated: August 13, 1976

Recorded: September 22, 1976

Entry No: 676161

Book/Page: 1143/187

4. Intentionally Deleted.

5. Intentionally Deleted.

6. Intentionally Deleted.

7. Intentionally Deleted.

8. Intentionally Deleted.

9. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: Robert K. Eisleben

Grantee: MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY

Dated: March 28, 1977

Recorded: May 9, 1977

Entry No: 697448

Book/Page: 1176/338

10. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: Robert K. Eisleben

Grantee: MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY

Dated: March 15, 1978

Recorded: April 24, 1978

Entry No: 736332

Book/Page: 1237/751

11. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: St. Benedict Development Company, a Partnership

Grantee: St. Benedict's Hospital, a Utah nonprofit corporation

Dated: December 19, 1978

Recorded: March 13, 1978

Entry No: 769885

Book/Page: 1291/443

12. Intentionally Deleted.

13. Intentionally Deleted.

14. Declaration of Restrictions, Easements and Common Areas Maintenance and the terms, conditions and limitations contained therein, except those based on race, color, creed, national origin, religion, sex, handicap or familial status, unless and only to the extent that said covenants (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons:

Recorded: December 29, 1981

Entry No: 849554

Book/Page: 1395/518

15. Intentionally Deleted.

16. Intentionally Deleted.

17. Intentionally Deleted.

18. Intentionally Deleted.

19. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: St. Benedict's Enterprises, Inc.

Grantee: City of Washington Terrace, a Municipal Corporation

Dated: March 24, 1986

Recorded: March 25, 1986

Entry No: 963955

Book/Page: 1487/1239

20. Intentionally Deleted.

21. Intentionally Deleted.

22. Intentionally Deleted.

23. Replacement Cross-Easement Agreement and the terms, conditions and limitations contained therein:

Recorded: September 6, 1989

Entry No: 1088238

Book/Page: 1567/755

24. Intentionally Deleted.

25. Intentionally Deleted.

26. Intentionally Deleted.

27. Covenants, Conditions, Restrictions and/or Easements, except color, creed, national origin, religion, sex, handicap or familial status, unless and only to the extent that said Covenants (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons contained in Instrument:

Recorded: April 26, 1991

Entry No: 1137987

Book/Page: 1598/1103

28. Intentionally Deleted.

29. Notice of Intention to establish the city of Washington Terrace, Utah Special Improvement District No. 98-1 (Resolution No. 97-19) recorded December 23, 1997, as Entry No. 1511597, in book 1898 at page 1543.

30. Affidavit of Rachel A. Seifert and the terms, conditions and limitations contained therein:

Recorded: May 7, 1998

Entry No: 1542911

Book/Page: 1927/415

31. LIEN

Claimant: City of Washington Terrace, a Municipal Corporation

Amount: \$502,364.83

For: Assessment

Recorded: July 10, 2001

Entry No: 1781644

Book/Page: 2152/1080

(As of the Date of Policy, there are no amounts currently due and payable)

32. Resolution No. 23-2005, creating and establishing a Special Service District throughout All of Weber County, to be known as the Weber Area Dispatch 911 recorded on January 24, 2006 as Entry No. 2156401.

(Affects this and other property)

33. Any rights, interests, or claims which may exist or arise by reason of the following fact(s) shown on a survey plat entitled "HCA Health Care Columbia Ogden Medical Center", dated December 24, 2006, as amended February 14, 2007, prepared by Hansen and Associates, Inc., K. Greg Hansen, LS No. 167819:

- a. Encroachment of improvements onto recorded easements,
- b. Detention Ponds,
- c. Encroachment of improvements onto unrecorded sewer line

34. Intentionally Deleted.

35. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantee: PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power

Recorded: March 14, 2012

Entry No: 2566619

36. Intentionally Deleted.

37. Intentionally Deleted.

38. Intentionally Deleted.

39. Intentionally Deleted.

40. Intentionally Deleted.

41. Rights of the public and others entitled thereto, to use for street purposes, that portion of the herein described property lying within the legal bounds of 5350 South Street.