

When Recorded Return To:

Paxton Guymon
6405 South 3000 East #150
Salt Lake City, Utah 84121

12946855
3/8/2019 3:42:00 PM \$30.00
Book - 10759 Pg - 1181-1190
RASHELLE HOBBS
Recorder, Salt Lake County, UT
YORK HOWELL & GUYMON
BY: eCASH, DEPUTY - EF 10 P.

DEED OF TRUST, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT
(Salt Lake County Tax Parcel 27-15-228-026)

THIS DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (as it may be amended and modified from time to time, the "*Deed of Trust*") is made and entered into effective as of March 8, 2019, by and among **SJ Office Property, LLC**, a Utah limited liability company, whose mailing address is 8490 South State Street, Midvale, Utah 84047 ("*Trustor*"), Paxton Guymon, Esq., an attorney licensed to practice law in Utah, whose mailing address is shown above ("*Trustee*"), and **Brian T. Barnes and Gayle Barnes**, husband and wife, whose address is 1127 West Louise Meadow Dr., South Jordan, Utah 84095 ("*Beneficiary*").

WITNESSETH:

WHEREAS, Trustor executed that certain Convertible Promissory Note in the original principal amount of Five Hundred Seventy Thousand Dollars (\$570,000.00) (the "*Note*"). The Note and this Deed of Trust are collectively referred to herein as the "*Loan Documents*."

WHEREAS, Beneficiary desires to secure the performance of Trustor's obligations under the Note and Loan Documents;

NOW, THEREFORE, upon the terms, covenants and conditions set forth in this Deed of Trust, and for good and valuable consideration, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby (i) irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, and (ii) hereby grants to Beneficiary, as secured party, a security interest in and to any personal property related thereto; for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, that certain real property located in Salt Lake County, State of Utah (the "*Property*"), and more particularly described on **Exhibit A** attached hereto and incorporated herein.

TOGETHER WITH any and all buildings and other improvements now or hereafter erected on the Property including, without limitation, fixtures, attachments, appliances, equipment, machinery, and other personal property attached to such buildings and other improvements (the "*Improvements*"), all of which shall be deemed and construed to be a part of the real property;

TOGETHER WITH all rents, issues, profits, damages, royalties, income and other benefits now or hereafter derived from the Property and the Improvements (collectively the "*Rents*"), subject to the right, power and authority hereinafter given to Trustor to collect and apply such Rents;

TOGETHER WITH all present and future right, title, and interest of Trustor in and to all fixtures (as that term is defined in the Utah Uniform Commercial Code (the "*UCC*"), whether existing now or in the future and that is located at, upon, or about or affixed or attached to or installed in the Property, and all accessories,

additions, attachments, parts, proceeds, products, repairs, replacements, and substitutions of or to any such property (the “*Fixtures*”);

TOGETHER WITH all accessions to, substitutions for and replacements, products, and proceeds of any of the foregoing, including, without limitation, the conversion, voluntary or involuntary, into cash or liquidated claims of, any of the foregoing;

TOGETHER WITH all development entitlements, development agreements, contracts, plans, engineering materials, construction agreements and related rights and documents pertaining to the Property;

The entire estate, property, right, title and interest hereby conveyed to Trustee may hereafter be collectively referred to as the “*Trust Estate*.”

ARTICLE 1: OBLIGATIONS SECURED

FOR THE PURPOSE OF SECURING (the “*Obligations*”):

- (a) Payment and performance of all obligations of Trustor under the Note and Loan Documents;
- (b) The payment and performance of each and every agreement and obligation of Trustor under this Deed of Trust and under any other instrument given to further evidence or secure the payment and performance of any obligations secured by this Deed of Trust;
- (c) The payment and performance of any other agreement or obligation reciting that it is secured by this Deed of Trust; and
- (d) Any extensions, extension fees, extension interest, renewals or modifications of, or advances under the Note, or any of the obligations contained in or otherwise evidenced by the Note, regardless of the extent of or the subject matter of any such extension, renewal, modification or advance.

ARTICLE 2: REPRESENTATIONS AND WARRANTIES.

2.1 Property. Trustor represents and warrants to Beneficiary as follows:

- (a) Trustor is the owner, or as the date of Closing will be the owner, of fee simple marketable title in and to the Property; and
- (b) Trustor shall defend title to the Property against all claims and demands whatsoever subject only to a future Deed of Trust that will be granted to secure construction financing to construct a new office building on the Property. Said construction loan will be secured by a deed of trust that shall be senior to this Deed of Trust. The deed of trust to be granted to secure the construction financing is herein referred to as the “*First Position Construction Loan Trust Deed*.”

ARTICLE 3: MAINTENANCE OF TRUST ESTATE

Trustor shall (1) maintain the Property at all times in good condition and repair; (2) not commit any waste of the Property; (3) complete promptly and in good and workmanlike manner any building, fixture, or improvement on the Property, or any portion of the Property, which may for any reason be constructed; (4) except to the extent that insurance proceeds are applied by Beneficiary to the satisfaction of the Obligations in accordance with the provisions of **Article 4**, restore promptly and in good and workmanlike manner any of the Improvements or any portion thereof which may for any reason be damaged or destroyed; (5) comply at all

times with all laws, ordinances, regulations, covenants and restrictions in any manner affecting the Property; (6) not commit or permit any act upon the Property in violation of law; (7) do all acts which by reason of the character or use of the Property may be reasonably necessary to maintain and care for the same, the specific enumeration herein not excluding the general.

ARTICLE 4: INSURANCE

4.1 Insurance. If a structure exists on the Property at any time during the Loan, Trustor shall secure and at all times maintain and promptly pay when due all premiums for hazard insurance against loss or damage to the Property by fire, vandalism, malicious mischief, and any of the risks covered by insurance of the type now known as “fire and extended coverage” in an amount not less than one hundred percent (100%) of the full replacement value thereof. Beneficiary shall be named as an additional insured on such policies.

4.2 Policies and Premiums. Trustor shall furnish Beneficiary with an original policy of all policies of required insurance. All such policies shall contain a provision that such policies will not be canceled or materially amended or altered without at least thirty (30) days prior written notice to Beneficiary. In the event Trustor fails to provide, maintain, keep in force or deliver and furnish to Beneficiary the policies of insurance required by **Section 4.1**, Beneficiary may, but without any obligation to do so, procure such insurance for such risks covering Beneficiary’s interest and Trustor shall pay all premiums thereon promptly upon demand by Beneficiary. If Trustor fails to pay any premiums after demand by Beneficiary, Beneficiary, at Beneficiary’s option, may advance any sums necessary to maintain and to keep in force such insurance. Any sums so advanced, together with interest thereon at the interest rate of 16% per annum, shall be secured by this Deed of Trust.

4.3 Occurrence of Casualty. In the event of loss or damage to the Property, Trustor shall have the option, in Trustor’s discretion, to either (i) make a proof of loss to each insurance company insuring against such loss and apply all proceeds received to repair the Property in accordance with the Trustor’s obligations described in *Article 3* above, or (ii) make a proof of loss to each insurance company insuring against such loss and deliver such proceeds to the Beneficiary, which proceeds shall reduce the indebtedness secured by this Deed of Trust (whether or not then due and payable). Except to the extent that insurance proceeds are received by Beneficiary and applied to the indebtedness secured by this Deed of Trust, nothing herein contained shall be deemed to excuse Trustor from repairing or maintaining the Property as provided in *Article 3* of this Deed of Trust or restoring all damage or destruction to the Property, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in amount.

ARTICLE 5: INDEMNIFICATION

5.1 Indemnification. Trustor hereby indemnifies and holds Beneficiary harmless in accordance with the following:

(a) Trustor shall indemnify and hold Beneficiary harmless from any and all losses, damages, claims, causes of action, suits, debts, obligations, or liabilities which arise from or are related to, this Deed of Trust, any other document evidencing or securing the obligations of Trustor under the Note, or the use or occupation of the Property, or any part thereof. If Beneficiary commences an action against Trustor to enforce any of the terms, covenants or conditions of this Deed of Trust because of the breach by Trustor of any of such terms, covenants, or conditions, or for the recovery of any sum secured hereby, Trustor shall pay to Beneficiary attorneys’ fees and costs actually incurred by Beneficiary. The right to such attorneys’ fees and costs shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. If Trustor breaches any material term, covenant or condition of this Deed of Trust, Beneficiary may employ an attorney or attorneys to protect Beneficiary’s rights hereunder and in the event of such employment following any breach of Trustor, Trustor shall pay Beneficiary’s attorney

fees and costs actually incurred by Beneficiary, whether or not action is actually commenced against Trustor by reason of such breach.

ARTICLE 6: TAXES AND IMPOSITIONS

6.1 Payment of Taxes and Impositions. Trustor shall pay, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes, assessments and other governmental, municipal, or other charges or impositions of any kind or nature whatsoever (including without limitation, charges and assessments on water or water stocks used on or with the Property and levies or charges resulting from covenants, conditions and restrictions affecting the Property) which are assessed or imposed upon the Property, or become due and payable, and which create, may create, or appear to create, a lien upon the Property or any portion of the Property, or upon any equipment or other facility used in the construction, operation or maintenance of the Property (all of which taxes, assessments and other governmental charges of like nature are hereinafter referred to as "*Impositions*"); provided, however, that if, by law, any such Imposition is payable, or may at the election of the taxpayer be paid in installments, Trustor may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest.

6.2 Evidence of Payment. Trustor shall, if requested by Beneficiary, furnish Beneficiary, within thirty (30) days after the date upon which such Imposition is due and payable by Trustor, official receipts of the appropriate taxing authority, or other proof satisfactory to Beneficiary, evidencing the payments thereof.

ARTICLE 7: ADDITIONAL COVENANTS

7.1 Payment of Utilities. Trustor shall pay when due all utility charges incurred by Trustor for the benefit of the Property or which may become a charge or lien against the Property for gas, electricity, water or sewer services furnished to the Property and all assessments or charges of a similar nature, whether public or private, affecting the Property or any portion thereof, whether or not such assessments or charges are liens thereon.

7.2 Defense of Title. Trustor has and shall preserve good and marketable fee title to the Property free of all liens, claims, charges, security interests, encumbrances, easements or restrictions occurring or attaching after the date hereof. Trustor shall promptly discharge any above-described lien which has, or may have, priority over or equality with the lien created by this Deed of Trust. Trustor shall appear in and defend any action or proceeding purporting to affect the security hereof, the Property, or the rights or powers of Beneficiary or Trustee. Should Beneficiary elect to appear in or defend any such action or proceeding, Trustor shall pay all costs and expenses, including costs of evidence of title and reasonable attorney fees and costs, incurred by Beneficiary or Trustee. Notwithstanding the foregoing, Beneficiary acknowledges this Deed of Trust is given subject to the future *First Position Construction Loan Trust Deed*.

7.3 Performance in Trustor's Stead. Should Trustor fail to make any payment or to do any act as provided in this Deed of Trust, then Beneficiary or Trustee, but without any obligation to do so, 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 the Property for such purposes); commence, 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 superior to the lien of this Deed of Trust; and in exercising any such powers, incur any liability, expend such reasonable amounts as Beneficiary may deem necessary therefor, including cost of evidence of title, employment of attorneys, and payment of attorney fees and costs. All such amounts

expended by either or both Trustee or Beneficiary shall, at the election of Beneficiary, be added to the payoff amount secured by this Deed of Trust and shall accrue interest at the rate of 16% per annum until paid.

7.4 Repayment of Advances. Trustor shall immediately repay to Beneficiary sums, with interest thereon at rate of 10% per annum until paid, which at any time may be paid or advanced by Beneficiary for the payment of insurance premiums, taxes, assessments, other governmental, municipal, or other charges or impositions, title searches, title reports or abstracts, and any other advances made by Beneficiary which are reasonably necessary or desirable to maintain this Deed of Trust as a prior, valid, and subsisting lien upon the Property, to preserve and protect Beneficiary's interest in this Deed of Trust, or to preserve, repair, or maintain the Property. All such advances shall be wholly optional on the part of Beneficiary, and Trustor's obligation to repay the same, with interest, to Beneficiary shall be secured by the lien of this Deed of Trust.

7.5 Further Assurance. Trustor shall execute and deliver to Beneficiary such further instruments, including without limitation Uniform Commercial Code Financing Statements, and do such further acts as may be necessary or as may be reasonably required by Beneficiary to carry out more effectively the purposes of this Deed of Trust and to subject to the lien and mortgage created or intended to be created hereby any property, rights, or interests covered or intended to be covered by this Deed of Trust. Trustor authorizes (to the extent such authorization is valid under applicable law) Beneficiary to execute and file, without Trustor's signature, such Uniform Commercial Code Financing Statements as Beneficiary may deem necessary in order to perfect, or continue the perfection, of the security interests created by this Deed of Trust.

ARTICLE 8: CONDEMNATION AWARDS

If the Property or any portion thereof should be taken or damaged by reason of any public improvement or condemnation proceeding, or in any purchase in lieu thereof, Trustor shall deliver all net proceeds to Beneficiary (gross proceeds, to Beneficiary, less all expenses of Trustor allocable to such condemnation, including but not limited to attorney fees incurred by Trustor in connection with such condemnation) which proceeds shall reduce the indebtedness secured by this Deed of Trust (whether or not then due and payable).

ARTICLE 9: ASSIGNMENT OF RENTS AND INCOME

9.1 Assignment. Trustor hereby assigns, transfers, and conveys to Beneficiary during the term of this Deed of Trust, any and all rents, subrents, issues, royalties, income, and profits of and from the Property, subject to any other assignment granted in connection with the *First Position Construction Loan Trust Deed*. Until the occurrence of an Event of Default (as hereinafter defined), Trustor may collect and use all such rents, subrents, issues, royalties, income, and profits which become payable prior to default. Upon the occurrence of an Event of Default hereunder and upon Beneficiary's election to collect the rents, subrents, issues, royalties, income and profits as hereinafter provided, Trustor's right to collect and use any of such proceeds shall cease, and Beneficiary shall have the right, with or without taking possession of the Property, and either in person, by agent, or through a court-appointed receiver (Trustor hereby consents to the appointment of Beneficiary or Beneficiary's designee as such receiver), to sue for or otherwise collect all such rents, subrents, issues, royalties, income, and profits, including those past due and unpaid. Any sums so collected, after the deduction of all costs and expenses of operation and collection (regardless of the particular nature thereof and whether incurred with or without suit or before or after judgment), including attorney fees, shall be applied toward the payment of the Obligations. Such right of collection and use of such proceeds by Beneficiary shall obtain both before and after the exercise of the power of sale provisions of this Deed of Trust, the foreclosure of this Deed of Trust and throughout any period of redemption. The rights granted under this **Section 9.1** shall in no way be dependent upon and shall apply without regard to whether all or a portion of the Property is in danger of being lost, removed, or materially injured, or whether the Property or any other security is adequate to discharge the obligations secured by this Deed of Trust. Beneficiary's failure or discontinuance at any time to collect any of such proceeds shall not in any manner affect the right, power, and authority of Beneficiary thereafter to collect the same. Neither any provision contained herein, nor the Beneficiary's exercise of Beneficiary's right to collect such proceeds, shall be, or be construed to be, an affirmation by Beneficiary of

any tenancy, lease, sublease, option, or other interest in the Property, or an assumption of liability under, or a subordination of the lien or charge of this Deed of Trust to, any tenancy, lease, sublease, option, or other interest in the Property. All tenants, lessees, sublessees and other persons which have any obligation to make any payment to Trustor in connection with the Property or any portion thereof are hereby authorized and directed to pay the rents, subrents, issues, royalties, income, and profits payable by them with respect to the Property, or any part thereof, directly to Beneficiary on the demand of Beneficiary. Beneficiary's receipt of such rents, subrents, issues, royalties, income, and profits shall be a good and sufficient discharge of the obligation of the tenant, lessee, sublessee, or other person concerned to make the payment connected with the amount so received by the Beneficiary. When all of the Obligations have been fully satisfied and such satisfaction is evidenced by a recorded deed of reconveyance of this Deed of Trust, this Assignment shall no longer be of effect and shall be void. The provisions of this **Section 9.1** are subject to any assignment that may be granted under the *First Position Construction Loan Trust Deed*.

9.2 Application of Payments. If at any time during the term of this Deed of Trust, Beneficiary receives or obtains a payment, installment, or sum, which is less than the entire amount then due under the Note and under all other instruments further evidencing or securing the Obligations, then Beneficiary shall allocate such payments as follows: first, to costs and expenses incurred by Beneficiary relating to the Note or the Obligations, second to accrued but unpaid interest, and third, to any outstanding payoff amount.

ARTICLE 10: EVENTS OF DEFAULT AND REMEDIES

10.1 Events of Default. The occurrence and continuance of any one of the following shall constitute an event of default (herein referred to as an "*Event of Default*"):

(a) Failure by the Trustor to observe and perform any of the terms, covenants, or conditions to be observed or performed by Trustor contained in either this Deed of Trust, the Note or Loan Documents;

(b) An uncured default of Trustor under the *First Position Construction Loan Trust Deed*;

(c) If Trustor shall fail to make any payment due and payable under the terms of the Note or this Deed of Trust;

(d) Any material representation or warranty of the Trustor contained in this Deed of Trust or the Note was untrue when made;

(e) If: (1) Trustor commences any case, proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution, or composition of Trustor or Trustor's debts under any law relating to bankruptcy, reorganization, or relief of debtors, or seeking appointment of a receiver, trustee, custodian, or other similar official for Trustor or for all or any substantial part of Trustor's property; or (2) any case, proceeding, or other action is commenced against Trustor that results in an order for relief against Trustor which is not fully stayed within ten (10) days after the entry thereof, or remains undismissed for a period of sixty (60) days; or

(f) The occurrence of a default, breach or an event of default under the Note or Loan Documents or any other document relating to, securing or evidencing the indebtedness evidenced by the Note.

10.2 Acceleration Upon Default: Additional Remedies. Upon the occurrence of an Event of Default, Beneficiary may, at its option, declare all or any part of the Obligations immediately due and payable without any presentment, demand, protest or notice of any kind. Beneficiary may, in addition to the exercise of any or all of the remedies specified herein

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Trustee, and do any acts that it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or any part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the Rents, or any part thereof, including, without limitation, those past due and unpaid, and apply the same, less costs and expenses of operation and collection (including, without limitation, attorneys' fees) to the Obligations, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the collection of such Rents and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of all or any portion of the Trust Estate or the collection, receipt and application of Rents, Trustee or Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, the Note or by law upon occurrence of any Event of Default, including, without limitation, the right to exercise the power of sale contained herein;

(b) Commence an action to foreclose the lien of this Deed of Trust as a mortgage in accordance with Beneficiary's rights under *Utah Code Annotated* § 57-1-23, or other applicable law, appoint a receiver as more particularly described in **Section 10.5**, or specifically enforce any of the covenants hereof;

(c) Exercise the power of sale herein contained and deliver to Trustee a written statement of default or breach and cause Trustee to execute and record a notice of default and election to cause Trustor's interest in the Trust Estate to be sold in accordance with *Utah Code Annotated* § 57-1-24 or other applicable law; or

(d) Exercise all other rights and remedies provided herein, the Note or other document or agreement now or hereafter securing or guarantying all or any portion of the Obligations, or by law.

10.3 Exercise of Power of Sale. After the lapse of such time as may then be required by *Utah Code Annotated* § 57-1-24 or other applicable law following the recordation of the notice of default, and notice of default and notice of sale having been given as then required by *Utah Code Annotated* §§ 57-1-25 and 57-1-26 or other applicable law, Trustee, without demand on Trustor, shall sell the Trust Estate on the date and at the time and place designated in the notice of sale, either as a whole or in separate parcels, and in such order as Beneficiary may determine, at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. Trustee shall execute and deliver to the purchaser a Trustee's Deed, in accordance with *Utah Code Annotated* § 57-1-28, conveying the Property so sold, but without any covenant of warranty, express or implied. The recitals in the Trustee's Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale in accordance with applicable law.

Upon any sale made under this **Section 10.3**, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, the Beneficiary may bid for and acquire the Trust Estate, whether by payment of cash or by credit bid in accordance with *Utah Code Annotated* § 57-1-28(1)(b). In the event of a successful credit bid, Beneficiary shall make settlement for the purchase price by crediting upon the Obligations of Trustor secured by this Deed of Trust such credit bid amount. Beneficiary, upon so acquiring the Property or any part thereof, shall be entitled to own, hold, lease, rent, operate, manage, and sell the same in any manner allowed for or provided by applicable laws.

10.4 Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any and all of the Obligations and to exercise all rights and powers under the Note and under the law now or hereafter in effect, notwithstanding some or all of the Obligations may now

or hereafter be otherwise secured or guaranteed. Notwithstanding anything to the contrary herein, Beneficiary must enforce its rights against the Property in accordance herewith before seeking to obtain a deficiency against the Trustor and before enforcing any guarantor of the Obligations. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing under the law. Every power or remedy given by this Deed of Trust, the Note or by law to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and, to the extent permitted by law, either of them may pursue inconsistent remedies.

10.5 Deficiency. Trustor agrees to pay any deficiency arising from any cause, to which Beneficiary may be entitled after applications of the proceeds of any sale, any Beneficiary may commence suit to collect such deficiency in accordance with *Utah Code Annotated* § 57-1-32 or other applicable law.

10.6 Request for Notice. Beneficiary hereby requests, pursuant to *Utah Code Annotated* § 57-1-6(3), a copy of any notice of default and that any notice of sale be mailed to it at its address set forth in the introductory paragraph hereof.

ARTICLE 11: DUE ON SALE

11.1 Right to Accelerate. Upon any sale of the Property, all net proceeds (or such other amount as Beneficiary may approve in writing) from the sale shall be paid to Beneficiary to satisfy the obligations owed under the Loan Documents.

ARTICLE 12: GENERAL PROVISIONS

12.1 Notices. All notices and other communications required to be given under this Deed of Trust shall be given in writing and shall be delivered in person, or by first class, postage prepaid, addressed at the addresses of the parties as shown on the first page of this instrument. Such notice shall be deemed to have been given when delivered in person or two (2) days after deposit of the notice in the United States mail in the manner provided above. Any party may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications directed to it shall be sent.

12.2 Severability. If any provision of this Deed of Trust shall be held or deemed to be or shall, in fact, be illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions contained in this Deed of Trust or render the same invalid, inoperative, or unenforceable to any extent whatever.

12.3 Amendments, Changes, and Modifications. This Deed of Trust may not be amended, changed, modified, altered, or terminated without the written consent of the party to be charged therewith.

12.4 Governing Law. This Deed of Trust shall be governed exclusively by and construed in accordance with the applicable laws of the State of Utah, without giving effect to its conflict of laws principles.

12.5 Interpretation. Whenever the context shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The section headings contained in this Deed of Trust are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions hereof.

12.6 Binding Effect. This Deed of Trust shall be binding upon Trustor and Trustor's successors and assigns. This Deed of Trust shall inure to the benefit of Beneficiary, and Beneficiary's successors and assigns, and the holders of any of the Obligations secured hereby. The Trustor and the Trustee have both had the opportunity to be represented by competent counsel in the preparation and delivery of this Deed of Trust

and the Loan Documents. As such, there shall be no construction in favor of either Trustor or Trustee in the enforcement and interpretation of this Deed of Trust.

12.7 Request for Notice. Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Trustor at the address for Trustor specified in **Section 13.1**.

12.8 Attorneys' Fees. If any lawsuit is commenced to enforce any of the terms of the Deed of Trust, the prevailing party will have the right to recover its attorneys' fees and costs of suit from the other party. Also, Beneficiary and Trustee will have the right to recover all attorneys' fees and costs incurred with respect to any insolvency or bankruptcy action or proceeding involving Trustor as a debtor.

IN WITNESS WHEREOF, this Deed of Trust has been executed the date and year first above written.

"Trustor"

SJ OFFICE PROPERTY, LLC,
a Utah limited liability company


John Jay Erwin, Manager

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

The foregoing instrument was acknowledged before me this 8 day of March, 2019, by John Jay Erwin, as Manager of SJ Office Property, LLC.

SEAL




NOTARY PUBLIC

SCHEDULE A

LEGAL DESCRIPTION

Commencing at a point in the center of 10400 South Street, which is 80 rods South and 53.33 rods West from the Northeast corner of Section 15, Township 3 South, Range 1 West, Salt Lake Meridian, and running thence West 8.890 rods; thence North 18 rods; thence East 8.890 rods; thence South 18 rods to the point of beginning.

Less and excepting that portion deed to the Utah Department of Transportation in that certain Warranty Deed recorded September 15, 2000 as Entry No. 7719308 in Book 8387, Page 8038, being described as follows:

A parcel of land in fee for the widening of 10400 South Street known as Project No. 0151, being part of an entire tract of property, situate in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 15, Township 3 South, Range 1 West, Salt Lake Base & Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Southeast corner of said entire tract, which is 536.465 meters (1760.06 feet) East (highway bearing South 89 deg. 31'55" East), along the centerline of 10400 South Street from the county monument in the intersection of 10400 South Street and Redwood Road, used as the Southwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 15 (Note: said point of beginning is also approximately 402.336 meters (1320 feet) South and approximately 268.206 meters (879.94 feet) West from the Northeast corner of said Section 15); and running thence West (highway bearing North 89 deg. 31'55" West) 44.710 meters (146.69 feet) along said centerline 10400 South Street to the Southwest corner of said entire tract; thence North (highway bearing North 00 deg. 16'16" East) 11.694 meters (38.37 feet) along the West boundary line of said entire tract to a point which is 16.154 meters (53.00 feet) perpendicularly distant Northerly from the centerline of said project at Engineer Station 35+601.806; thence South 88 deg. 36'52" East (highway bearing South 88 deg. 08'47" East) 44.726 meters (146.74 feet) parallel to the centerline of said project to the East boundary line of said entire tract; thence South (highway bearing South 00 deg. 16'16" West) 10.613 meters (34.82 feet) along said East boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Parcel No.: **27-15-228-026**