

WHEN RECORDED, MAIL TO:  
Langdon T. Owen, Jr.  
Attorney at Law  
Cohne Kinghorn, P.C.  
111 East Broadway, 11th Floor  
Salt Lake City, Utah 84111

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10/30/2017 1:43:00 PM \$29.00  
Book - 10614 Pg - 3683-3691  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
COHNE KINGHORN PC  
BY: eCASH, DEPUTY - EF 9 P.

## TRUST DEED

### With Assignment of Rents

THIS TRUST DEED is made this 30 day of October, 2017, among **Burton KE Real Property Holdings, LLC**, a Utah limited liability company, the address of which is 1363 East Second Avenue, Salt Lake City, Utah 84103 as TRUSTOR; **Langdon T. Owen, Jr.**, Attorney at Law whose address is 111 East Broadway, 11th Floor, Salt Lake City, Utah 84111, as TRUSTEE; and the **Trustees of the Joseph Allen Minton Trust dated May 2, 1994**, the address of which is 4529 Tanglewood Drive, Holladay, Utah 84117, as BENEFICIARY.

TRUSTOR CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property, situated in Summit County, State of Utah:

Lots 1 and 2, Block 8, UNIVERSITY HEIGHTS SUBDIVISION, according to the official plat thereof. Also commencing at the Southwest corner of said Lot 1, thence South 12.2 feet; thence East 124.4 feet; thence Northwesterly to the Southeast corner of said Lot 1; thence West 119.5 feet to the point of beginning.

SUBJECT to current general taxes, easements, restrictions, and rights-of-way of record or enforceable in law or equity.

Tax Parcel: 16-16-133-016-0000

and

The West 70 feet of Lots 3 and 4, Block 8, UNIVERSITY HEIGHTS SUBDIVISION, according to the official plat thereof, recorded in the office of the County Recorder, county of Salt Lake, state of Utah.

SUBJECT to current easements, restrictions, reservations, and rights-of-way of record. Subject to current general property taxes.

Tax Parcel: 16-16-133-001-0000

Together with all buildings, fixtures and improvements on such property, and with all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges, and appurtenances belonging with such property, now or later used or enjoyed with

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such property, or any part of it, subject, however, to the right, power, and authority given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits. This Trust Deed is intended to, and does, pass any after-acquired title of Trustor. This Trust Deed does not supersede any prior agreement between Trustor or Debtor (defined below) and Beneficiary.

This Trust Deed is granted FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by a promissory note, in the principal sum of \$162,000 (after modification of a prior obligation), payable by Burton Minton Special Needs Home, LLC, a Utah limited liability company, the address of which is 1363 Second Avenue, Salt Lake City, Utah 84103 (the "Debtor"), to the order of Beneficiary at the times, in the manner and with interest as set forth in such note, and any extensions or renewals or modifications of it; (2) the performance of each agreement of Trustor contained in this Trust Deed; (3) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms of this Trust Deed to protect the security of this Trust Deed, together with interest on such sums as provided in this Trust Deed.

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

1. To keep the property in good condition and repair; not to remove or demolish any building on it, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed on it; to comply with all laws, covenants, and restrictions affecting the property; not to commit or permit waste of the property; not to commit, suffer, or permit any act upon the property in violation of law; to do all other acts which from the character or use of the property may be reasonably necessary, the specific enumerations not excluding the general.
2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may reasonably require, on the improvements now existing or later erected or placed on the property.
3. To pay at least 10 days before delinquency all taxes and assessments affecting the property.
4. Should Trustor fail to make payment or fail to do any act as provided in this Trust Deed or any agreement or instrument secured by it, then Beneficiary or Trustee, but without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security of this Trust Deed, 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 of this Trust Deed 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 to this Trust Deed; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary for such purposes, including cost of evidence of title, employ counsel, and pay counsel's reasonable fees.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee as allowed under this Trust Deed, with interest from the date of expenditure at the rate of twelve percent (12%) per annum until paid, and the repayment of such sums and interest shall be secured by this Trust Deed.

6. To pay all costs and expenses of collection including Trustee's fees and attorney's fees in the event of default in payment of the indebtedness secured by this Trust Deed and to pay reasonable Trustee's fees for any of the services performed by Trustee including a reconveyance of this Trust Deed.

7. The failure on the part of Beneficiary to promptly enforce any right shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

IT IS MUTUALLY AGREED THAT:

1. Should the property or any part of it be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights or action and proceeds, including the proceeds of any policies of fire and other insurance affecting the property, are assigned by Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured by this Trust Deed. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

2. At any time and from time to time upon written request of Beneficiary, and upon payment of its fees and presentation of this Trust Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of Debtor or of any person for the payment of the indebtedness secured by this Trust Deed, Trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction on it; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge of it; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as "the person or person entitled to such property" or words of similar import, and the recitals in such deed of any matters or facts shall be conclusive proof of truthfulness of the matters stated. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

3. As additional security, Trustor assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Trust Deed and of any personal property located on it. Until Trustor or Debtor shall default in the payment of any indebtedness or obligation secured by this Trust Deed or in the performance of any agreement under this Trust Deed, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor or Debtor shall

default, Trustor's rights to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected by this Trust Deed, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained in this Trust Deed, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease, or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

4. Upon any default by Debtor under the promissory note or of Trustor under this Trust Deed, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness by this Trust Deed secured, enter upon and take possession of the property or any part of it, in its own name sue for or otherwise collect the rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured by this Trust Deed, and in such order as Beneficiary may determine.

5. The entering upon and taking possession of the property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of the property, and the application or release of them as described above, shall not cure or waive any default or notice of default or invalidate any act done pursuant to such notice.

6. The failure on the part of Beneficiary to promptly enforce any right under this Trust Deed shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

7. Time is of the essence. Upon default by Trustor or Debtor in the payment of any indebtedness or obligation secured by this Trust Deed or in the performance of any agreement under this Trust Deed, all sums secured by this Trust Deed shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause the property to be sold to satisfy the obligations of this Trust Deed, and Trustee shall file such notice for record in each county in which the property or some part or parcel of it is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured by this Trust Deed.

8. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor or Debtor, shall sell the property 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 it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public

auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every case, notice of postponement shall be given by public declaration by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than the time allowed by law for a postponement without additional notice of sale, notice of it shall be given in the same manner as the original notice of sale. The Trustee may establish by any means allowable by law which may include in the notice of sale or announcement at the sale, the terms for bidding, including setting an amount, up to the full amount of the bid, but not less than \$5,000, payable at the time of bidding and setting a time, not to exceed five business days, and a place for the payment of any balance. Trustee shall execute and deliver to the purchaser its Deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness of such matters. Any person, including Beneficiary and Debtor, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) costs of any evidence to title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms of this Trust Deed, not then repaid, with accrued interest at 12% per annum from date of expenditure; (4) all other sums then secured by this Trust Deed; and (5) the remainder, if any, to the person or persons legally entitled to them, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place or any official otherwise allowable by law.

9. Upon the occurrence of any default under this Trust Deed or the promissory note or any obligation secured by this Trust Deed, Beneficiary shall have the option to declare all sums secured by this Trust Deed immediately due and payable and foreclose this Trust Deed under power of sale or in the manner provided by law for the foreclosure of mortgages on real property with the Beneficiary having the right to possession to the full extent allowable by law and Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident to it, including a reasonable attorney's fee.

10. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which the property or some part of it is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named in this Trust Deed or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice of it shall be given and proof of it made, in the manner provided by law.

11. This Trust Deed shall apply to, inure to the benefit of, and bind all parties to this Trust Deed, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor under this Trust Deed are joint and several if there is more than one Trustor. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the note secured by this Trust Deed. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural.


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

13. This Trust Deed shall be construed according to the laws of the State of Utah.

14. The undersigned Trustor and the undersigned Debtor each requests that a copy of any notice of default and of any notice of sale under this Trust Deed be mailed to it at the address set forth in this Trust Deed. Beneficiary requests notice be sent to it at the address set forth in this Trust Deed of any default, foreclosure, or sale affecting the property subject to this Trust Deed. An address for any such notice may be changed by recording a request for notice with the County Recorder of each County in which any part of the property is located, and sending a copy to Trustee.

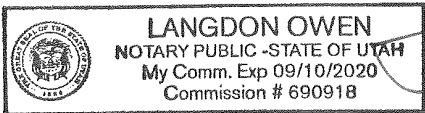
15. Due on Sale. This Trust Deed is not assumable by third persons or assignable by Trustor and the obligations of the Trust Deed Note which is secured by this Trust Deed shall become immediately due and payable upon sale or other transfer of the property. Sale or other transfer of the property without the expressed written consent of the Beneficiary shall constitute a default in the terms of Trust Deed which the Beneficiary may make demand for the entire unpaid balance upon Trustor and proceed to enforce its remedies.


Signature of Trustor:  
Burton KE Real Property Holdings, LLC,  
a Utah limited liability company

By:   
Elizabeth M. Burton  
Manager

STATE OF UTAH                    )  
  ) ss  
COUNTY OF SALT LAKE    )

On the 30 day of October, 2017, personally appeared before me Elizabeth M. Burton, as manager of Burton KE Real Property Holdings, LLC, a Utah limited liability company, the signer of the above instrument, who duly acknowledged to me that she executed the same in that capacity.



  
NOTARY PUBLIC  
Residing in Salt Lake City, Utah

The foregoing is also agreed to by Debtor:

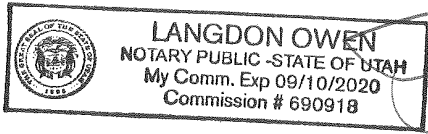
Signature of Debtor:  
Burton Minton Special Needs Home, LLC

By: *Elizabeth M. Burton*  
Elizabeth M. Burton  
Manager

STATE OF UTAH            )  
  ) ss  
COUNTY OF SALT LAKE )

On the 10 day of October, 2017, personally appeared before me Elizabeth M. Burton, as manager of Burton Minton Special Needs Home, LLC, a Utah limited liability company, the signer of the above instrument, who duly acknowledged to me that she executed the same in that capacity.

*Langdon Owen*  
NOTARY PUBLIC  
Residing in Salt Lake City, Utah



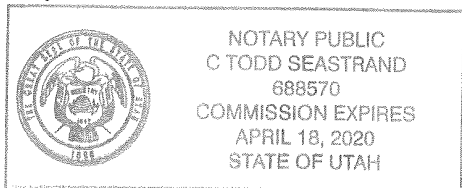
Burton Minton Special Needs Home, LLC

By: *Lynda I. Cooley*  
Lynda I. Cooley  
Manager

STATE OF UTAH            )  
  ) ss  
COUNTY OF SALT LAKE )

On the 24 day of October, 2017, personally appeared before me Lynda I. Cooley, as manager of Burton Minton Special Needs Home, a Utah limited liability company, the signer of the above instrument, who duly acknowledged to me that she executed the same in that capacity.

*C. Todd Seastrand*  
NOTARY PUBLIC  
Residing in Salt Lake City, Utah



Burton Minton Special Needs Home, LLC

By: Christopher L. Burton  
Christopher L. Burton  
Manager

STATE OF UTAH            )  
  ) ss  
COUNTY OF SALT LAKE )

On the 30 day of October, 2017, personally appeared before me Christopher L. Burton, as manager of Burton Minton Special Needs Home, a Utah limited liability company, the signer of the above instrument, who duly acknowledged to me that he executed the same in that capacity.

Langdon Owen  
NOTARY PUBLIC  
Residing in Salt Lake City, Utah





**REQUEST FOR FULL RECONVEYANCE**

(To be used only when indebtedness secured by this Trust Deed has been paid in full)

TO: TRUSTEE.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Trust Deed. The note, together with all other indebtedness secured by the Trust Deed has been fully paid and satisfied; and you are requested and directed, on payment to you of any sums owing to you under the terms of the Trust Deed, to cancel the note above mentioned, and all other evidences of indebtedness secured by the Trust Deed delivered to you herewith, together with the Trust Deed, and to reconvey, without warranty, to the parties designated by the terms of the Trust Deed, all the estate now held by you under this Trust Deed.

DATED \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Mail reconveyance to \_\_\_\_\_