

Prepared by and Return to:
Richard E.M. Nichol, Jr.
Evans | Petree PC
1715 Aaron Brenner Drive, Suite 800
Memphis, TN 38120

13115396
11/4/2019 12:45:00 PM \$40.00
Book - 10855 Pg - 3633-3641
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 9 P.

117779.DTF
34.04.#76-001

DEED OF TRUST

Parcel Identification Number 34-04-476-001

This Deed of Trust (this "Deed of Trust") made and entered into this 29th day of October, 2019, and effective as of the 31st day of October, 2019, by and between **Phillip E. Harker and Nicole C. Harker, Trustees of The Harker Family Revocable Trust, dated February 15, 2002**, party of the first part, 14038 South Mule Deer Drive, Draper, Utah 84020 (hereinafter collectively referred to as "Grantor"), and **Cottonwood Title Insurance Agency, Inc.**, Trustee, 1966 East 6400 South, Suite 120, Salt Lake City, Utah, 84121, party of the second part, (hereinafter referred to as "Trustee").

WITNESSETH:

That for and in consideration of \$5.00 cash in hand paid by the Trustee to the Grantor, and the debt and trusts hereinafter mentioned, Grantor has bargained and sold, and does hereby bargain, sell, convey and confirm unto the Trustee the real estate (hereinafter sometimes called the "Property") situated and being in Salt Lake County, Utah, more particularly described as follows:

Being the same property that was transferred to Grantor at Instrument No. 11525097, together with:

1. All the improvements now on or which may be hereafter placed on the land during the existence of the lien; and
2. All the income, rents, issues and profits arising therefrom and for the use thereof.

TO HAVE AND TO HOLD, the aforescribed real estate, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the Trustee, his heirs and assigns, in trust forever; and the Grantor does hereby covenant with the Trustee, his successor in trust and assigns, that it is lawfully seized in fee of the estate hereinabove described, that it has a good right to sell and convey the same, that the same is unencumbered, except for an existing Deed of Trust in favor of Security National, its successors or assigns, and an existing Deed of Trust in favor of Bank of America (the "Prior Mortgages"), and that the title and quiet possession thereto it will and its successors shall warrant and forever defend against the lawful claims of all persons, except for easements and restrictions of record, as well as real property taxes not yet due and payable.

BUT THIS CONVEYANCE IS MADE IN TRUST to secure the full, prompt and final payment of Three Hundred Forty-Eight Thousand Dollars (\$348,000.00) in principal indebtedness as evidenced by that certain promissory note dated October 31, 2019 (hereinafter referred to as "Note"), having an initial maturity date of October 31, 2029, made payable by SRH Lakeland, LLC, a Tennessee limited liability company, and SR Enterprise, LLC, a Tennessee limited liability company, as Borrowers,

to Pinnacle Bank (hereinafter referred to as "Bank"), having an office at 550 East McBee Avenue, Suite 200, Greenville, South Carolina 29601 (Bank is hereinafter referred to as "Beneficiary"), which indebtedness has been guaranteed by Grantor pursuant to those certain Unconditional Guarantees of even date herewith in favor of Bank (the "Guarantees"), as well as all other indebtedness of Borrowers or Grantor to Bank, whether presently existing or hereafter created, including, but not limited to, future advances and advances made pursuant to the terms of this Deed of Trust, and whether absolute or contingent, direct or indirect, as well as all extensions and renewals thereof (hereinafter referred to as the "Indebtedness").

1. The Grantor agrees and binds himself that so long as any part of the Indebtedness aforesaid shall remain unpaid, the Grantor:

(a) Will promptly pay when due all taxes, assessments, levies, dues and charges of every type or nature levied or assessed against the Property and any claim, lien or encumbrance against the property which may be or become prior to the lien of the Deed of Trust;

(b) Will ensure the buildings and improvements on the Property against loss by fire (with extended coverage) and against such other hazards and perils (including but not limited to loss by windstorm, hail, explosion, riot, aircraft, smoke, vandalism, malicious mischief and vehicle damage) as Beneficiary, in its sole discretion, shall from time to time require, and all such insurance to be issued in such form, with such deductible provision, and for such amount (which shall, in any event be at least equal to the full replacement value of the improvements) as shall be satisfactory to Beneficiary, by some insurance company or companies approved by the Beneficiary. Grantor will cause the policy or policies of insurance to be payable to Beneficiary, pursuant to a standard mortgagee clause acceptable to Beneficiary. In order to collect the benefits of such insurance, Beneficiary is hereby appointed by Grantor as its attorney-in-fact to endorse any insurance draft or check made payable to Grantor. Grantor shall, at the request of Beneficiary, deposit the policy or policies of insurance with the Beneficiary as further security for the Indebtedness; it being understood that no responsibility for the approval or maintenance of any insurance required to be maintained pursuant hereto is imposed upon the Beneficiary or the Trustee. In the event of damage to or destruction of the buildings and improvements by fire or other casualty, the net proceeds of the insurance shall be applied upon the Indebtedness secured hereby in such manner as the Beneficiary may elect; or, at the option of the Beneficiary, such proceeds may be released to the Grantor to be used to restore the improvements to their former condition. Any insurance policies furnished to the Beneficiary shall become its property in the event the Beneficiary becomes the owner of the Property by foreclosure or otherwise. The Beneficiary is hereby authorized and empowered, at its option, to adjust or compromise any claims under insurance policies on the Property, and to collect and receive the proceeds from any such policy or policies;

(c) Will protect the improvements and buildings on the Property by proper repairs, and maintain them in good repair and condition, the Property to be painted, cleaned, well-kept, and safe in all respects, it being understood that the failure to comply strictly with this covenant shall constitute a default hereunder;

(d) Will pay such reasonable expenses and fees as may be necessary in the protection of the Property and the maintenance and execution of this Deed of Trust;

(e) Will not do anything or suffer or permit anything to be done whereby the lien of this Deed of Trust could be impaired;

(f) Will not remove or demolish or alter the design or structural character of any buildings or improvements now or hereafter erected upon the Property unless Beneficiary shall first consent thereto in writing;

(g) Will not commit or suffer waste thereon;

(h) Will comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the premises, and will not suffer or permit any violation thereof; and

(i) Will pay the obligations evidenced by the Prior Mortgages as and when due.

2. The Beneficiary may, in its discretion, advance and pay such sums as may be proper to satisfy taxes, maintain insurance and make repairs, and to protect and preserve the Property, including, at its sole discretion paying any sums due on the Prior Mortgages, and such amounts so paid shall be held and treated as part of the expense of administering this trust, shall be repaid on demand with interest at the highest rate per annum permitted by applicable law, and shall be secured by the lien hereof. However, the making of any such payment by Beneficiary shall not be construed as a waiver of any default of Grantor. Other than the lien of the Prior Mortgages, should any lien of any character be or become prior to the lien hereof or should any default of any nature occur in or under any lien affecting the Property, including, but not limited to, the lien of the Prior Mortgages, the Grantor expressly agrees such an event shall also be and constitute a default in and under this Deed of Trust, and the Beneficiary may, at its option and without notice declare the Indebtedness hereby secured to be immediately due and payable for all purposes whether the same be otherwise then payable, or not, or it may pay any maturities or other payments due or called for under any such lien, and such payments, when and if made, shall be treated as an expense in protecting the Property, shall be repayable by Grantor on demand, shall bear interest from, the date of payments made at the highest rate per annum permitted by applicable law, and any such payments together with interest shall be secured by the lien of this instrument.

3. If Grantor shall pay the Indebtedness promptly when due, and Grantor shall pay such sums as shall be necessary to discharge taxes and maintain insurance and perform repairs and costs, fees and expenses of making, enforcing and executing this Deed of Trust, when they shall severally be due and payable, and Grantor shall comply with all of the covenants, terms and conditions of this Deed of Trust, and any other instrument which also now or hereafter secures the Indebtedness shall become void.

4. But if Borrowers shall fail to pay the Note as and when due, or Grantor or Borrowers shall fail to pay any part of any the other part of the Indebtedness, whether principal or interest, promptly when the same becomes due whether by acceleration or otherwise, or Grantor fail to pay when due any part of the indebtedness secured by the Prior Mortgages, or Grantor shall fail to pay any sum necessary to satisfy and discharge taxes and assessments before they become delinquent, or to maintain insurance or repairs, or the necessary expense of protecting the Property and executing this Deed of Trust, or if any of the Property be levied upon, or attached by any legal process, or if Grantor or any other owner of the Property shall voluntarily become a party to any insolvency, bankruptcy, composition or reorganization procedure, or make any assignment for the benefit of creditors, or if any involuntary bankruptcy, insolvency, composition or reorganization proceedings be filed against Grantor or any other owner of the Property, and the same shall not be dismissed within thirty (30) days after the commencement of any such involuntary proceedings, or if there shall occur any default in any of the other terms and conditions of this Deed of Trust, or in any of the terms and conditions of any agreement between the Grantor and Beneficiary, or in any of the terms and conditions of any other instrument which now or hereafter secures the Indebtedness, then, and in any such event, all of the Indebtedness herein secured shall, at the option of the owner of the Indebtedness hereby secured, and without demand or notice (the same being expressly waived), become immediately due and payable; and the Trustee is hereby authorized and empowered to

enter and take possession of the Property, and before or after such entry to advertise the sale of the Property for twenty-one (21) days by three consecutive weekly notices in some newspaper published in the county and state where the Property is situated, and sell the Property for cash to the highest bidder, free from equity of redemption, and any statutory or common law right of redemption, homestead, dower and all other exemptions, all of which are hereby expressly waived; and the Trustee shall execute a conveyance to the purchaser in fee simple, which the Grantor bind themselves shall be given without obstruction, hindrance or delay. The owners of any part of the Indebtedness hereby secured may become the purchaser at any sale under this conveyance.

5. The proceeds of any sale shall be applied as follows: first, to the repayment of expenses of making, maintaining and executing this Deed of Trust, the protection of the Property, including the expense of any litigation and attorney's fees, and the usual commissions to the Trustee; second, to any advances made by the Trustee or the Beneficiary pursuant hereto, with interest thereon; third, to the payment of the balance due on the Note, with any principal balance of the Indebtedness or interest remaining unpaid on the Note being the subject of immediate suit under the Guarantees; and fourth, should there be any surplus, the Trustee shall pay it to the Grantor, or to such person as may be legally entitled thereto.

6. In the event of the death, refusal, or of any inability for any cause on the part of the Trustee named herein, or any successor Trustee, to act at any time when action under the foregoing powers of trust may be required, or for any other reason satisfactory to the Beneficiary, the Beneficiary is authorized, either in its own name or through an attorney or attorney-in-fact appointed for that purpose, by written instrument duly registered, to name and appoint a successor or successors to execute this trust, such appointment to be evidenced by a writing, duly acknowledged; and when such writing shall have been registered, the substitute Trustee named therein shall thereupon be vested with the right and title, and clothed with all the power of the Trustee named herein and such like power of substitution shall continue so long as any part of the Indebtedness secured hereby remains unpaid. The Grantor, for itself, its successors and assigns, covenant and agree that at any time after default in payment of any of the Indebtedness hereby secured, or upon failure to perform any of the covenants to be kept and performed by them, the Trustee may enter upon and take possession of the Property and shall be required to account only for the net rents received by him; and from and after the conveyance of the Property under this Deed of Trust, the Grantor, and all persons under them, shall, if the purchaser shall so elect, be and become the tenants at will of the purchaser, at a reasonable rental per month, commencing with the date of delivery of the Trustee's deed.

7. As further security for the payment of the Indebtedness above-mentioned, and the performance of the obligations, covenants and agreements secured hereby, Grantor hereby transfers, sets over, and assigns to Beneficiary all judgments, awards of damages and settlements hereafter made as a result or in lieu of any taking of the Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Beneficiary may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and reasonable attorney fees, on the Indebtedness secured hereby, whether due or not, in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released to the Grantor or other party lawfully entitled therein.

8. The Trustee, or anyone acting in his stead, shall have, in his discretion, authority to employ all proper agents and attorneys in the execution of this Deed of Trust and/or in the conducting of any sale made pursuant to the terms hereof, and to pay for such services rendered out of the proceeds of the sale of the Property, should any be realized; and if no sale be made, then Grantor hereby undertakes and agrees to pay the cost of such services rendered to the Trustee.

9. If the Trustee or Beneficiary shall be made a party to or shall intervene in any action or proceeding affecting the Property or the title thereto, or the interest of the Trustee or Beneficiary under this Deed of Trust, or if Beneficiary employs an attorney to collect any or all of the Indebtedness secured hereby or to foreclose this Deed of Trust by judicial proceeding or strict foreclosure, or authorizes the Trustee to conduct a trustee's sale proceeding hereunder, the Trustee and Beneficiary shall be reimbursed by Grantor, immediately and without demand, for all reasonable costs, charges and attorney's fees incurred by them or either of them in any such case, and the same shall be secured hereby and bear interest at the highest legal rate of interest per annum allowed by applicable law and shall become a further charge and lien upon the Property.

10. If the Indebtedness secured hereby is now or hereafter further secured by chattel mortgages, deeds of trust, security agreements, pledges, contracts of guaranty, assignment of leases, or other security, Beneficiary may, at its option, exhaust its remedies under any one or more of the security instruments, and this Deed of Trust, either concurrently or independently, and in such order as Beneficiary may determine. The exercise of any rights under any of the security documents shall not constitute a release or waiver of any other security documents.

11. No waiver of a default hereunder by the Trustee or the Beneficiary shall be construed as a waiver of a subsequent or similar default or any other default by the Grantor. No delay by Beneficiary or by the Trustee in exercising any right or remedy hereunder, or otherwise accorded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder. No failure of Beneficiary to exercise any option herein given to declare the maturity of the debt hereby secured, no forbearance by Beneficiary after the exercise of such option, and no withdrawal or abandonment of foreclosure proceedings by the Beneficiary after the exercise of such option, shall be taken or construed as a waiver of its right to exercise such option or declare such maturity by reason of any past, present or future default on the part of the Grantor; and, in like manner, the procurement of insurance, or the payment of taxes or other liens, debts, or other charges by Beneficiary, or the payment for repairs or other items by the Beneficiary shall not be taken or construed as a waiver of its right to declare the maturity of the Indebtedness hereby secured by reason of the failure of Grantor to procure such insurance or to pay such taxes, debts, liens, charges, repairs or other items.

12. Without affecting the liability of Grantor or any other person (except any person expressly released in writing) for the payment of any Indebtedness secured hereby or for the performance of any obligations contained herein, and without affecting the rights of Beneficiary with respect to any security not expressly released in writing, Beneficiary may, at any time, and from time to time, either before or after the maturity of the Indebtedness above-described, and without notice or consent:

- (a) Release any person liable for payment of all or any part of the Indebtedness or for the performance of any obligations;
- (b) Make any agreement extending the time or otherwise altering the terms of payment or of all or any part of the Indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof;
- (c) Exercise or refrain from exercising any right Beneficiary may have;
- (d) Accept additional security of any kind;
- (e) Release or otherwise deal with any property, real or personal, securing the aforementioned Indebtedness, including all or any part of the Property herein described.

13. If any interest in or any part of the property is sold, conveyed, transferred, leased, pledged or further encumbered by Grantor without the Beneficiary's prior written consent, then the Beneficiary may, at its option, declare all of the Indebtedness secured by this Deed of Trust immediately due and payable.

14. If any provision hereof shall be construed to be invalid or unenforceable, the remaining provisions hereof shall not be affected by such invalidity or unenforceability. Each term and provision hereof shall, however, be valid and enforceable to the fullest extent permitted by applicable law.

15. The covenants and agreements herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, as the context may require.

16. This Deed of Trust shall be governed and construed by the laws of the State of Utah except as otherwise specified herein.

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

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

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

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and

attorneys' fees; (b) to all sums secured by this Deed of Trust; and (c) any excess to the person or persons legally entitled to it or to the county clerk of the county in which the sale took place.

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

19. Substitute Trustee. Beneficiary, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

20. Request for Notices. Trustor requests that copies of the notices of default and sale be sent to Trustor's address which is the property address.

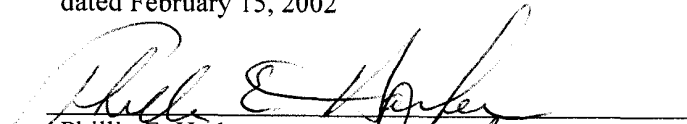
The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

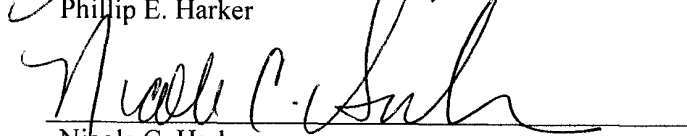
a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrowers, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

The Harker Family Revocable Trust,
dated February 15, 2002

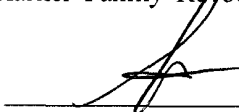

Phillip E. Harker


Nibole C. Harker

STATE OF Utah

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this October 26th, 2019, by Phillip E. Harker and Nicole C. Harker, Trustees of the Harker Family Revocable Trust, dated February 15, 2002.



Notary Public

My Commission Expires: August 30th 2020

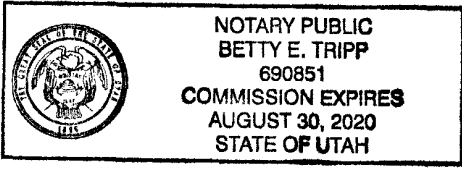


EXHIBIT "A"

PROPERTY DESCRIPTION

Lot 16, CORNER CANYON VISTA SUBDIVISION, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office.

Parcel Identification Number 34-04-476-001

Street Address: 14038 South Mule Deer Drive, Draper, Utah 84020