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10/20/2014 1:47:00 PM \$21.00  
Book - 10268 Pg - 5753-5758  
Gary W. Ott  
Recorder, Salt Lake County, UT  
METRO NATIONAL TITLE  
BY: eCASH, DEPUTY - EF 6 P.

When recorded, mail to:

Larry E. Peterson  
653 Howard Drive  
Sandy, UT 84070

MUT 43328

## TRUST DEED

This TRUST DEED is made effective as of Oct 20, 2014, between by THOMAS A. MACALUSO, as "TRUSTOR"; ALLEN D. MCNEIL, a member of the Utah State Bar, as "TRUSTEE"; and ALLAN C. STUART and LARRY E. PETERSON, collectively as "BENEFICIARY".

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property situated in Salt Lake County, State of Utah:

See Exhibit "A" attached thereto and made a part hereof for legal description.

Parcel No. 21-31-478-013-0000

Together with all fixtures and improvements thereon and all water rights, mineral rights, rights-of-way, easements, rents, issues, profits, income, licenses, royalties, tenements, hereditaments, privileges and appurtenances thereto belonging, now or hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, royalties, issues and profits;

### FOR THE PURPOSE OF SECURING

(1) payment of the indebtedness evidenced by that certain Secured Promissory Note executed of even date herewith in the original principal amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) made by Trustor in favor of Beneficiary, payable at the times, in the manner, and with interest as therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to Trustor when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the Note or the terms hereof, together with interest thereon.

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

1. To keep said property in good condition and repair; to promptly pay all property taxes and assessments levied against the property; to maintain a policy of liability insurance covering the property (if required by beneficiary); to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; and to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

Trustor's failure to timely pay any of the foregoing shall be an event of default of this Trust Deed. Trustee, upon presentation to it of an affidavit signed by Beneficiary setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. To pay immediately and without demand all sums expended, as a direct result of the default of the Trustor, hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of Twelve Percent (12%) per annum until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

3. The Trustor, by its actions may not cause to be created a lien which in the Trustee's judgement is prior to, or superior to, the Beneficiary's lien. Should Trustor do so the Trustee or Beneficiary may take such actions and expend such funds as he deems necessary to defend the Beneficiary's position. Trustor shall be responsible for reimbursing Trustee or Beneficiary for costs incurred.

4. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner so long as the Note is outstanding, Beneficiary shall be entitled to Trustor's share of all compensation, awards, and other payments or relief therefore, up to the then-existing balance of all amounts owing under the Note.

5. At any time and from time to time upon unanimous written request of Beneficiary and all other owners of the real property described in this Trust Deed, and 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 any person for the payment of the indebtedness secured hereby, and without releasing the interest of any party joining in this Trust Deed, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction on the property; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) grant any extension or modification of the terms of the Note; (e) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons entitled

thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay reasonable trustee's fees for any of the services it may request mentioned in this paragraph.

6. As additional security, Trustor hereby assigns to Beneficiary, during the continuance of this trust, all rents, issues, royalties, and profits of the property affected by this Trust Deed. Until Trustor defaults in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, 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 shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, 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 herein, 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.

7. Upon any default by Trustor continuing for the number of days described in the Note, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, royalties, 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 hereby, and in such order as Beneficiary may determine.

8. The entering upon, as provided in Paragraphs 6 and 7, and taking possession of said property, the collection of such rents, royalties, issues and profits, or the proceeds of insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

9. The failure on the part of Beneficiary to promptly enforce any right hereunder 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.

10. Time is of the essence hereof. Upon default, continuing for the period described in the Note, by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby 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 said property to be sold to

satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the Note and all documents evidencing expenditures secured hereby.

11. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as 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 such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the date designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant of warranty, express or implied. The recitals in the 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 sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including, without limitation, the payment of the Trustee's fees and attorney's fees; (2) cost of any evidence of title procured in connection with such sale; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at Twelve Percent (12%) per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, 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.

12. Trustor agrees to surrender possession of the hereinabove described Trust property to the purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Trustor.

13. Upon the occurrence of any default hereunder, continuing for the period described in the Note, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including, without limitation, reasonable attorney's fees.

14. 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 said property or some part thereof 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 herein or of any successor Trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.



## Exhibit "A"

Beginning at a point North  $89^{\circ}47'50''$  West along the Section line 1179.39 feet from the Southeast corner of Section 31, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence North  $89^{\circ}47'40''$  West along said Section line 179.27 feet; thence North 271.99 feet to the South line of a street (Farm Road); thence East along said street 139.27 feet to a point of a 15.00 foot radius curve to the right; thence Southeasterly along the arc of said curve 23.56 feet to a point of tangency; thence South 22.26 feet to a point of a 35.36 foot radius curve to the right; thence Southwesterly along the arc of said curve 27.77 feet to a point of a 50 foot radius reverse curve to the left; the radius point of which is South  $45^{\circ}00'$  East; thence Southerly along the arc of said curve 117.81 feet; thence South 125.01 feet to the point of beginning.

Less and excepting therefrom that portion of subject property as disclosed by that certain Warranty Deed recorded February 10, 1983 as Entry No. 3758698 in Book 5437 at Page 2126, being described as follows:

Beginning at a point North  $89^{\circ}47'50''$  West along the Section line 1179.39 feet from the Southeast corner of Section 31, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence North  $89^{\circ}47'50''$  West along said Section line 83.70 feet; thence North 122.33 feet; thence West 22.29 feet; thence North 150 feet to the South line of a street (Farm Road); thence East along said street 65.99 feet to a point of a 15.00 foot radius curve to the right; thence Southeasterly along the arc of said curve 23.56 feet to a point of tangency; thence South 22.26 feet to a point of a 35.36 foot radius curve to the right; thence Southwesterly along the arc of said curve 27.77 feet to a point of a 50 foot radius reverse curve to the left; the radius point of which is South  $45^{\circ}00'$  East; thence Southerly along the arc of said curve 117.81 feet; thence South 125.01 feet to the point of beginning.