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Book - 11193 Pg - 4375-4385
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 11 P.

When recorded, mail to:
Burt R. Willie, Trustee
Smith Knowles, P.C.
2225 Washington Blvd., Suite 200
Ogden, Utah 84401

**DEED OF TRUST
(With Power of Sale)**

THIS DEED OF TRUST is made this 16th day of JUNE, 2021, between JOSEPH R. MORLEY, as Trustor, BURT R. WILLIE, 2225 Washington Boulevard, Suite 200, Ogden, Utah, 84401, as Trustee, and PARKVIEW PROPERTIES & DEVELOPMENT, INC., as Beneficiary.

Trustor, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Salt Lake, State of Utah:

BEGINNING at a point which is North 502.92 feet and West 691.70 feet and North 37°12'44" West 62.16 feet from the Southeast corner of Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence West 322.89 feet; thence North 100.50 feet; thence East 120.00 feet; thence North 179.85 feet, more or less to the West right of way line of the O.S.L. Railroad right of way; thence South 37°12'44" East along said right of way line 352.02 feet more or less to the point of BEGINNING.

Parcel No. 21-25-476-005-0000

It is mutually agreed that:

Trustor hereby represents and warrants that Trustor is lawfully seized of said property in fee simple, that Trustor has good and lawful right to execute and deliver this Deed of Trust, that Trustor will warrant and defend said property against all claims and demands whatsoever, except the following:

N/A

Deed of Trust shall be in a first priority position against the Property.

which has the address of 114 W Center Street, Midvale, Utah (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the

ACCOMMODATION RECORDING ONLY.
COTTONWOOD TITLE INSURANCE AGENCY,
INC. MAKES NO REPRESENTATION AS TO
CONDITION OF TITLE, NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY,
SUFFICIENCY OR EFFECTS OF DOCUMENT.

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foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

UNIFORM COVENANTS & OBLIGATIONS.

A. TO SECURE the repayment of the indebtedness evidenced by Trustor's Promissory Note dated 16TH day of JUNE, 2021 (herein "Note"), in the principal sum of Seventy Five Thousand and 00/100 Dollars (\$75,000.00), with interest and payments thereon as set forth in the Note, and the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Trustor herein contained.

B. Any extensions, renewals, or modifications of the Note or of the obligations evidenced thereby, regardless of the extent of or the subject matter of any such extension, renewal, or modification;

C. The payment and performance of each and every agreement and obligation of the Trustor under this Deed of Trust and under any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby;

D. The payment of all sums expended or advanced by the Beneficiary or the Trustee pursuant to the terms of this Deed of Trust, the Note, or any instrument further evidencing or securing any obligation secured hereby, together with interest or fee thereon as herein and therein provided; and

E. The payment of such additional loans or advances as may hereafter be made by the Beneficiary to the Trustor, his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

The foregoing items A through E and the matters referred to therein are hereinafter collectively referred to as the "Obligations." The Note, this Deed of Trust, and all other documents or instruments given to further evidence or secure the Obligations are hereinafter collectively called the "Loan Instruments."

In connection with this Deed of Trust, the parties agree as follows:

1. Warranties of Title and Authority. The Trustor hereby represents and warrants that: (a) he is lawfully seized of indefeasible fee title to the Property and is the record owner thereof; (b) he has the authority and right to execute and deliver this Deed of Trust; (c) Except as to those liens, encumbrances and other interests of third parties that existed prior to Closing, the Property is free and clear of any and all liens, encumbrances and interests of third parties superior in priority to this Deed of Trust; and (d) any and all obligations the Trustor may have incurred in connection with the Property are current and without default or will be brought current within ten (10) days of the execution of this Deed of Trust. The Trustor hereby releases, waives, and relinquishes all exemptions and homestead rights which may exist with respect to the Property.

2. **Maintenance and Repair.** The Trustor agrees to keep the Property in good condition and repair; to comply with all laws affecting the Property or requiring any alterations or improvements to be made on 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; and to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts that from the character or use of the Property may be reasonably necessary.

3. **Liability Insurance.** The Trustor agrees to provide, maintain, and deliver to Beneficiary liability insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any insurance policy may be applied by Beneficiary upon any indebtedness secured by this Deed of Trust and in any order determined by Beneficiary, or at the option of Beneficiary the entire amount so collected or any part of that amount may be released to Trustor. This application or release shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such a notice.

4. **Obligations Mandatory.** The Trustor shall promptly pay or cause to be paid to the Beneficiary, or order, and shall promptly perform or cause to be performed, each and every payment and obligation on the part of the Trustor provided to be paid or performed in connection with any of the Obligations. All of such payments and Obligations are mandatory, and the Trustor's failure to accomplish any of the same shall constitute a default under this Deed of Trust.

5. **Appearance in Proceedings Affecting Security - General.** The Trustor shall appear in and defend any action or proceeding purporting to, or which might in any way, affect title to the Property or the security hereof (the phrase "the security hereof," when used in this Deed of Trust, shall mean the interests of the Trustor, the Beneficiary and the Trustee in the Property, the rights, powers, duties, covenants, representations, warranties, and authority of the Trustor, the Beneficiary, and the Trustee hereunder and under any instrument further evidencing or securing the Obligations, and the validity, enforceability, and binding effect hereof and of any instrument further evidencing or securing the Obligations). Should the Beneficiary elect to appear in or defend any such action or proceeding, the Trustor shall pay all costs and expenses (regardless of the particular nature thereof) incurred by the Beneficiary in connection therewith, including, but not limited to, costs of evidence of title, court costs, and reasonable attorneys' fees.

6. **Taxes and Assessments.** The Trustor agrees to pay, when due and before delinquent, all real and personal property taxes (including taxes on property other than the Property which may be included in the valuation because of the Trustor's failure to separate the security from non-security property on the assessor's rolls), all general and special assessments, all water charges, utility payments, common expenses or maintenance assessments, mechanics', laborers' and materialmen's claims, all other federal and state taxes, all of the foregoing without limitation to the Property or to whether such lien is senior or junior to this Deed of Trust.

7. **Beneficiary's Performance in Trustor's Stead.** Should Trustor fail to make any payment, to do any act or thing, or to perform any obligation herein provided to be paid, done, or performed, at the time and in the manner herein provided, the Beneficiary may, but without any obligation to do so, and with notice to or demand upon Trustor and without releasing Trustor from any obligation hereunder: (a) make, do, pay, or perform the same in such manner and to such extent as the Beneficiary may deem reasonably necessary or desirable to protect the security hereof or to protect any other legitimate interest of the Beneficiary or Trustee, the Beneficiary for such purposes being authorized to enter upon the Property at all reasonable times and to commence, appear in, or defend any action or proceeding purporting to affect the security hereof; or (b) pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the sole judgment of the Beneficiary appears to be prior or superior to the interest of the Beneficiary or Trustee hereunder. In exercising any of such powers the Beneficiary, in his absolute discretion, shall be entitled to incur any liability and expend whatever amounts he may deem necessary or desirable, including costs of evidence of title, court costs, and reasonable attorneys' fees.

8. **Events of Default.** Any of the following events shall be deemed an event of default hereunder:

(a) Default shall be made in the payment of the principal, or any other amount or conveyance due under the Note, or any other sum secured hereby not paid when the same become due; or

(b) Trustor breaks any written promise or agreement Trustor has made to or with Beneficiary, or Trustor fails to comply with or to perform when due any other term, obligation, covenant, or condition contained in the Note or any agreement related to the Note, or in any other agreement or loan Trustor has with Beneficiary, including but not limited to any Purchase Agreement(s) or Note(s); or

(c) Trustor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file a petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for himself under any present or future federal, state, or other statute, law, or regulation relating to bankruptcy, insolvency, or other relief for debtors, or the Trustor shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of Trustor or of all or any part of the Property, or of any or all of the royalties, revenues, rents, issues, or profits thereof, or the Trustor shall make any general assignment for the benefit of creditors, or the Trustor shall admit in writing his inability to pay its debts generally as they become due; or

(d) A court of competent jurisdiction shall enter an order, judgment, or decree approving a petition filed against Trustor seeking any reorganization, dissolution, or similar relief under any present or future federal, state, or other statute, law, or regulation relating to bankruptcy, insolvency, or other relief for debtors, and such order, judgment, or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the first date of entry thereof, or any trustee,

receiver, or liquidator of Trustor or of all or any part of the Property, or of any or all of the royalties, revenues, rents, issues, or profits thereof, shall be appointed without the consent or acquiescence of Trustor, and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or,

(e) A writ of execution or attachment or any similar process shall be issued or levied against all or any part of or interest in the Property, or any judgment involving monetary damages, shall be entered against Trustor, which shall become a lien on the Property, or any portion thereof, or interest therein and such execution, attachment, or similar process or judgment is not released, bonded, satisfied, vacated or stayed within thirty (30) days after its entry or levy; or

(f) Any creditor attempts to take away the Property in which Beneficiary has a lien or other security interest; or

(g) The Beneficiary discovers that any material representation or warranty contained herein or in any other instrument evidencing or securing the Obligations is untrue, or that Trustor has made any material misrepresentation or has failed to disclose any material fact in any written application, representation, or disclosure made by Trustor in order to induce the Beneficiary to extend credit or make loans or advances evidenced by the Note secured hereby; or

(h) There has occurred any breach of or default under any term, covenant, condition, provision, representation or warranty contained in any mortgage, deed of trust, or other lien or encumbrance which is prior to this deed of trust, whether by subordination or otherwise; or

(i) Any Guarantor dies or any of the other events described in this default section occurs with respect to any Guarantor of this Note; or

(j) A material adverse change occurs in Trustor's or Guarantor's financial condition; or

(k) There has occurred any other breach of or default under any term, covenant, condition, provision, representation or warranty contained in this Deed of Trust, the Note, executed in connection herewith, or any other of the Loan Instruments given to further evidence or secure the Obligations secured hereby, or any part thereof, or under any other obligation owing by Trustor to the Beneficiary.

9. Acceleration Upon Default, Additional Remedies. Time is of the essence hereof. Upon the occurrence of any event of default hereunder or under the Note that remains uncured as provided in the Note, all of the Obligations shall, at the option of the Beneficiary and with notice, presentment, protest, or demand, immediately become due and payable and the Beneficiary may:

(a) Charge and collect interest on all indebtedness owing under the Note, from the date of default until paid, both before and after judgment.

(b) To the extent permitted by law, bring an action to collect any installment which is due or past due and payable without affecting or losing the security of this Deed of Trust or waiving any other right or remedy allowed by law.

(c) Foreclose this Deed of Trust in the manner provided by law for the foreclosure of deeds of trust on real property, bring an action for damages, or exercise such other remedies or combinations of remedies as the Beneficiary or Trustee may have under law and equity.

(d) Cause the Trustee to exercise the power of sale, as provided below.

(e) Exercise all of the rights and remedies of a secured party under the Utah Uniform Commercial Code.

(f) No remedy herein provided shall be exclusive of any other remedy which now exists, or which may hereafter exist by law. Every power or remedy hereby given to Trustee or to the Beneficiary, or to which either of them may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by them, and either of them may pursue inconsistent remedies. If the Beneficiary holds any additional security for any of the Obligations secured hereby, he may enforce the sale thereof, at his option, either before, contemporaneously with, or after the sale is made hereunder, and on any default of Trustor, the Beneficiary may, at his option, offset against any indebtedness owing by him to Trustor, the whole or any part of the indebtedness secured hereby, and the Beneficiary is hereby authorized and empowered at his option, without any obligation so to do, and without affecting the obligation hereof, to apply toward the payment of any indebtedness of the Trustor to the Beneficiary, any and all sums of money of Trustor which the Beneficiary may have in his possession or under his control.

10. Due on Sale. If, without the Beneficiary's prior written consent, all or any part of such collateral or an interest therein is sold, transferred, assigned, or otherwise disposed of by the undersigned, the Beneficiary may, at his sole option, declare all the sums secured by the Deed of Trust to be immediately due and payable, and the Beneficiary may invoke any remedies permitted by this Deed of Trust, and the Note. Further, if the undersigned voluntarily or involuntarily enters into a contract to sell or actually sells, disposes of, or transfers all or any portion of his interest in the collateral described in the Deed of Trust (including any transfer, conveyance, or other assignment of any interest in the Trustor), the Beneficiary may, in his sole discretion, declare the entire indebtedness evidenced by the Note immediately due and payable. In addition, there will be no subordinate financing or any further encumbrance of any sort against the collateral covered by this Deed of Trust securing the Note without the prior written consent of the Beneficiary. Accordingly, the Trustor will not, without the prior written consent of the Beneficiary, create, place, or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any mortgage, pledge, lien (statutory, constitutional, or contractual), security interest, encumbrance, charge, or

conditional sale or other title retention agreement, regardless of whether the same are expressly subordinate to the lien of this Deed of Trust.

11. Law Governing Exercise of Power of Sale. All procedural matters relating to exercise of the power of sale available under this Deed of Trust (such as the manner of giving notice of sale, the contents of such notice, the persons to receive notice, the time which must elapse between various stages of the proceeding, the method for establishing that proper notice has been given, and the manner in which the sale is conducted) shall be governed by the Utah statutory law which is in effect at the time said power is exercised. In the event some or all of such procedural matters are not covered by then effective legislation, the matters not covered shall be governed by the law which is in effect at the time this Deed of Trust is executed.

12. Trustee's Sale. At the Trustee's sale, the Property may be sold in its entirety or in separate parts in such order as Trustee may determine, 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. Any person, including Trustor and the Beneficiary, may bid and purchase at the sale. Upon receipt of payment, Trustee shall execute and deliver its deed to the purchaser. The Trustee's deed may contain recitals of compliance with any requirements of applicable law relating to exercise of the power of sale or to the sale. Such recitals shall constitute conclusive evidence of such compliance in favor of bona fide purchasers and encumbrancers for value and prima facie evidence thereof in favor of all other persons. The Trustee's Deed shall operate to convey to the grantee, not subject to any right of redemption, the Trustee's title and all right, title, interest and claim of Trustor, of his successors in interest, and of all persons claiming by, through or under them, in and to that part of the Property sold, including any and all rights, title, interest or claim in and to such part which may have been acquired by Trustor or his successors in interest subsequent to the execution of this Deed of Trust. Trustee shall apply the proceeds of sale toward payment of the following, and in the order indicated: (a) all costs and expenses (regardless of the particular nature thereof) incurred in connection with exercise of the power of sale or with the sale, including Trustee's and the Beneficiary's attorneys' fees and the cost of any evidence of title procured in connection with the sale; (b) each sum the payment of which is secured by this Deed of Trust, together with accrued interest thereon at the applicable rate; and (c) the balance, if any, to those entitled thereto or, at Trustee's discretion, such remainder may be deposited with the County Clerk of the County in which the sale took place. Trustor hereby authorizes Trustee, upon his being presented with an affidavit signed by the Beneficiary setting forth facts showing a default under this Deed of Trust, to accept as true and conclusive all facts and statements contained therein and to rely and act thereon.

13. Reinstatement. Notwithstanding any acceleration of the maturity of sums secured hereby which may occur pursuant to the terms of this Deed of Trust, Trustor, any of his successors in interest, any person having of record a subordinate lien or encumbrance affecting any part of the Property, or any beneficiary having of record a subordinate Deed of Trust affecting any part of the Property may, if the Beneficiary and Trustee have theretofore taken steps in preparation of exercise of the power of sale available hereunder, and at any time prior to the expiration of three months from the

recording of notice of default as provided by law, reinstate this Deed of Trust by: (a) paying to the Beneficiary the entire amount which would then be due in connection with the Obligations had no acceleration occurred; (b) paying to the Beneficiary all costs and expenses (regardless of the particular nature thereof) actually incurred in enforcing the terms of this Deed of Trust or the Obligations, including Trustee's and attorneys' fees; and (c) contained herein or associated with any of the Obligations which relate to a subject other than the payment of money. Upon timely fulfillment of the preceding three conditions, all proceedings theretofore had or instituted in preparation of exercise of the power of sale available hereunder shall be canceled, and this Deed of Trust and the Obligations shall be reinstated and shall be and remain in force and effect the same as if no acceleration had occurred.

14. Trustee's and Attorneys' Fees. Trustor shall pay all reasonable costs, expenses, and fees whatsoever which are in any way related to, or which are in any way incurred in connection with, this Deed of Trust, the Obligations, or the enforcement or protection of the Beneficiary's or Trustee's rights and interests hereunder, including reasonable trustee's and attorneys' fees.

15. Rights Cumulative and Not Waived. The Beneficiary shall be entitled to enforce payment and performance of any indebtedness or Obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any Loan Instruments or other agreement or any laws now or hereafter in force, notwithstanding some or all of the said indebtedness and Obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment, or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice, or in any manner affect, the Beneficiary's right to realize upon or enforce any other security now or hereafter held by the Beneficiary, it being agreed that the Beneficiary shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by the Beneficiary in such order and manner as he may in his absolute discretion determine. The rights and remedies afforded by this Deed of Trust shall be in addition to, and not in substitution of, any rights or remedies available under now existing or hereafter arising applicable law. All rights and remedies provided for in this Deed of Trust or afforded by law or equity are distinct and cumulative and may be exercised concurrently, independently, or successively. The failure on the part of the Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right, and the waiver of any default shall not constitute a waiver of any subsequent or other default.

16. Reconveyances. The Beneficiary may, through his delivery to Trustee of written request therefor, require Trustee to reconvey, release, and discharge from the operation of this Deed of Trust all or any part of the Property. Such written request shall contain a description of that portion of the Property to be reconveyed, a statement of the consideration, if any, received by the Beneficiary for such reconveyance, a declaration that the Beneficiary is the owner and holder of the Obligations and a statement that the Obligations have not been assigned or transferred. Any reconveyance executed by Trustee shall identify this Deed of Trust and shall describe that portion of the Property being released from the lien hereof. The grantee in any such reconveyance may be

described as "the person or persons entitled thereto." Any partial reconveyance shall not diminish Trustor's liability for the Obligations and shall not affect or impair the lien of this Deed of Trust with respect to the remaining portion of the Property. This Deed of Trust need not accompany a request for partial reconveyance, but, upon Trustee's demand, the Beneficiary shall show the Note to the Trustee.

17. Substitution of Trustee. At any time during the term of this Deed of Trust, the Beneficiary may appoint a successor Trustee to act hereunder. All matters relating to the method of effecting a substitution of trustee (including the information required to be contained in the instrument accomplishing substitution, the necessary signatories to such instrument and the time, manner and places in which such instrument must be recorded and the persons to whom copies of such instrument must be sent) shall be governed by the statutory law which is in effect at the time substitution takes place. In the event then-effective legislation does not cover some or all of the matters relating to the method of accomplishing a substitution of Trustee, the matters not covered shall be governed by the law which is in effect at the time this Deed of Trust is executed. From the time a substitution of trustee is accomplished, the new trustee shall succeed to all the power, duties, authority and title of the Trustee named herein and of any successor Trustee.

18. Binding on Successors. This Deed of Trust shall be binding upon and shall inure to the benefit of the respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns of the parties hereto. The term "Beneficiary," as used herein, shall mean the owner and holder, including any pledgee, of the Obligations.

19. Interpretation. The captions which precede the paragraphs of this Deed of Trust are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include either or both of the other genders. The liability of each person and entity which executes this Deed of Trust as Trustor shall be joint and several. This Deed of Trust is executed in the State of Utah and shall be governed by and construed in accordance with the laws of the State of Utah.

20. Trustee's Powers. At any time, or from time to time, without liability therefor and with notice, upon written request of the Beneficiary and presentation of this Deed of Trust and the Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the Property, Trustee may: (a) consent in writing to the making or recording of any map or plat of the Property, or any part thereof; (b) join in granting any easement and/or recording or creating any restriction thereon; or (c) join in any extension or modification agreement affecting this Deed of Trust or any agreement subordinating the lien or charge hereof.

21. Beneficiary's Powers. Without affecting the liability of any other person liable for the payment of any of the Obligations, and without affecting the lien or charge of this Deed of Trust upon any portion of the Property not then or theretofore released as

security for the full amount of all unpaid Obligations, the Beneficiary may, from time to time and with notice: (a) release any person so liable; (b) grant other indulgences; (c) release or reconvey, or cause to be released or reconveyed at any time at the Beneficiary's option any parcel, portion or all of the Property; (d) take or release any other or additional security for any Obligations herein mentioned; or (e) make compositions or other arrangements with debtors in relation thereto.

22. Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record, as provided by law.

23. Invalidity of Certain Provisions. The invalidity or unenforceability of any portion or provision of this Deed of Trust shall in no way affect the validity or enforceability of the remainder hereof. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the Obligations, or if the lien is invalid or unenforceable as to any part of the Property, the unsecured or partially secured portion of the Obligations shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the Obligations, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the Obligations which is not secured or fully secured by the lien of this Deed of Trust.

24. Notices. Whenever the Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request, or other communication with respect to this Deed of Trust, each such notice, demand, request, or other communication shall be in writing and shall be effective, only if the same is delivered by personal service or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the address for each of the respective parties set forth at the beginning of this Deed of Trust, or such other address as each respective party may hereafter designate by written notice given to the other parties in the manner provided herein.

25. Cross Default. A default under this Deed of Trust shall also constitute a default under the Note referred to above, and a default under the either of such documents shall constitute a default hereunder.

26. Hazardous Materials. Trustor agrees that during the existence of this Deed of Trust lien, he will maintain the Property in compliance with all governmental laws and regulations, including, but not limited to, all laws relating to Hazardous Material and will indemnify and hold the Beneficiary harmless from any cleanup costs, penalties, and such violations occurring after the time Trustor takes title to the Property. Trustor shall enforce all terms with respect to Hazardous Material and shall not enter into any new leases with tenants who will be creating or using Hazardous Material on the Property without the written consent of the Beneficiary, which consent will be given upon proof of: (a) adequate protection of the Property and the Beneficiary from liability related to such Hazardous Material; and (b) full compliance with all laws and regulations related thereto.

27. **Subordination.** The Beneficiary and the Trustor agree and acknowledge that the Beneficiary shall be under no obligation for any reason to subordinate the priority of the lien of this Deed of Trust to the priority or existence of any other lien created after the date hereof.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

In Witness whereof, this 16 day of JUNE, 2021.

JOSEPH R. MORLEY, an individual
By:



STATE OF UTAH)
 : ss
COUNTY OF)

On the 16 day of JUNE, 2021, personally appeared before me, Joseph R. Morley, the signer of the foregoing instrument, who duly acknowledged to me that he executed this document.

