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Filed By: JP
BRENDA NELSON, Recorder
MORGAN COUNTY
For: FIRST AMERICAN TITLE-NCS-SLC1
Recorded Electronically by Simplifile

Filed for Record at Request of
and When Recorded Return to:

HNA Holdings

P.O. Box 1300

EVANSTON, WY 82931

Parcel No.: 04-236-01, 04-236-02-01,
00-0004-8338, 00-0054-8808
04-236-02, 04-236-001

DEED OF TRUST

THIS DEED OF TRUST ("Deed of Trust"), is made as of **February 1, 2019**, between RFM Real Estate LLC, an Idaho limited liability company, whose address is 621 Washington Street, Twin Falls, Idaho 83301-5519 ("Grantor"), **FIRST AMERICAN TITLE COMPANY**, whose address is 215 South State Street, Ste. 380, Salt Lake City, Utah 84111 ("Trustee"), and HNA Holdings L.L.C., a Wyoming limited liability company, whose address is PO Box 1300, Evanston, Wyoming 82931 (the "Beneficiary").

Beneficiary has extended credit to Grantor pursuant to the terms of that certain Promissory Note by Grantor, as maker, dated as of the date hereof, in the amount of THREE MILLION TWO HUNDRED THOUSAND DOLLARS (\$3,200,000.00) (the "Promissory Note"). The purpose of this Deed of Trust is to provide security for the full and timely performance of all of Grantor's obligations under the Promissory Note.

NOW, THEREFORE, Grantor agrees and covenants as follows:

1. In consideration of the foregoing and the mutual covenants contained herein, Grantor hereby (i) mortgages, grants, bargains, sells, pledges, assigns, warrants, transfers and conveys to Trustee in trust, with power of sale, for the use and benefit of Beneficiary and (ii) grants a security interest to Beneficiary in Grantor's right, title and interest in and to that property (the "Property") in the County of Morgan, State of Utah, described as follows:

See Exhibit "A" attached hereto and
by this reference made a part hereof.

For the purpose of securing payment of the indebtedness evidenced by the Promissory Note.

2. Grantor shall not sell or further encumber any of the Property described herein without Beneficiary's prior written consent.

3. To protect the security of this Deed of Trust, Grantor agrees:

3.1 (i) To keep the Property in good condition and repair, not to remove or demolish any building thereon except with Beneficiary's express written consent, which shall not be unreasonably withheld, conditioned or delayed; (ii) to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; (iii) to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; (iv) not to commit or permit waste thereof; (v) not to commit, suffer or permit any act upon the Property in violation of law; and (vi) to do all other acts which from the character or use of the Property may be reasonably necessary to protect the specific enumerations herein not excluding the value of the Property as security for Beneficiary.

3.2 To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary against any obligation secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Upon written request from Beneficiary, Beneficiary shall be entitled to quarterly confirmation, either from Grantor or from Grantor's insurance carrier, of all insurance policies covered by this Section 3.2 and held by Grantor.

3.3 To maintain liability insurance on the property in an amount of not less than \$1,000,000.00 by an insurance carrier approved by Beneficiary.

3.4 To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all reasonable costs and reasonable expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

3.5 To pay: (i) before delinquency all taxes and assessments affecting the Property; (ii) when due, all encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto; and (iii) all costs, fees and expenses associated with the interpretation or enforcement of this Deed of Trust.

3.6 Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and upon ten (10) days' prior written notice to Grantor, but without releasing Grantor from any obligation hereof, may: (i) make or do the same in such manner and to such extent as either may deem reasonably necessary to protect the security hereof; (ii) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; (iii) pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either Beneficiary or Trustee appears to be prior or superior to the lien of this Deed of Trust; and (iv) in exercising any such powers, pay necessary expenses, employ counsel and pay that counsel's reasonable fees.

3.7 To pay within ten (10) days' of a written demand therefor, together with sufficient supporting evidence, all sums so expended by Beneficiary or Trustee, with interest from

date of expenditure at the rate of five percent (5%) per annum, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

4. Grantor additionally agrees and acknowledges:

4.1 That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

4.2 That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and Grantor and presentation of this Deed of Trust and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: (i) reconvey all or any part of the Property; (ii) consent to the making of any map or plat thereof; (iii) join in granting any easement thereon; or (iv) join in any extension agreement or any agreement subordinating the lien or charge hereof.

4.3 That upon written request of Beneficiary stating that all obligations secured hereby have been discharged, and upon surrender of this Deed of Trust and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Trustee shall then prepare and record a partial or full release and reconveyance of the estate or lien on the Property created hereby, or portion thereof, as applicable.

4.4 That upon default by Grantor in payment or performance of any obligations secured hereby or in performance of any agreement hereunder beyond applicable notice and cure periods, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described Property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated. After the lapse of such time as may then be required by law following the recordation of a notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Grantor, shall sell the Property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Deed of Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: (i) all sums expended

under the terms hereof, not then repaid, with accrued interest at legal rate; (ii) all other sums then secured hereby; and (iii) the remainder, if any, to the person or persons legally entitled thereto.

4.5 Beneficiary may, from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Grantor, Trustee and Beneficiary hereunder, the recording number under which this Deed of Trust is recorded and the name and address of the new Trustee.

5. Miscellaneous Provisions.

5.1 Grantor is simultaneously granting Beneficiary a security interest in certain real property located in the Town of Kemmerer, Lincoln County, State of Wyoming, (hereinafter the "Kemmerer Property"), as further security for payment of the Promissory Note. Grantor expressly agrees and acknowledges that default in performance of its obligations set forth in the Mortgage Deed with Release of Homestead for the Kemmerer Property shall constitute a default of the Promissory Note secured by this Deed of Trust and Beneficiary at its option may seek all remedies provided herein in this Deed of Trust.

5.2 This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

5.3 All notices or other written communications permitted or required under this Deed of Trust will be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt of an electronic confirmation thereof; (ii) one business day (i.e., not a Saturday, Sunday or day on which banks located in Utah are closed) after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the address of Grantor, Beneficiary or Trustee, as applicable, as set forth in the introductory paragraph of this Deed of Trust. Grantor, Beneficiary or Trustee may change its address for notices by written notice provided to the other entities pursuant to this paragraph.

5.4 Grantor represents to Beneficiary that this Deed of Trust constitutes a binding obligation of Grantor and her successors and permitted assigns.

5.5 This Deed of Trust may be executed in counterparts.

5.6 This Deed of Trust sets forth the entire understanding of Grantor and

Beneficiary with respect to the subject matter of this Deed of Trust and supersedes all prior agreements and understandings between them with respect thereto. No amendment or modification of any provision of this Deed of Trust will be effective unless made in writing and signed by Grantor and Beneficiary.

5.7 This Deed of Trust and its interpretation and enforcement are governed by the laws of the state in which the Property is located. Grantor agrees that venue for any dispute arising out of or in connection with this Deed of Trust will be in the county in which the Property is located and Grantor waives any objections it may now or hereafter have regarding such venue.

5.8 Nothing contained in this Deed of Trust is intended or will be deemed to create or confer any rights upon any entity other than Grantor, Beneficiary or Trustee, whether as a third-party beneficiary or otherwise.

5.9 If for any reason any provision of this Deed of Trust is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Deed of Trust will not be affected and such provision will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision will then be enforceable and enforced.

5.10 Unless specifically indicated to the contrary: (i) wherever from the context it appears appropriate, each term stated in either the singular or the plural will include the plural and the masculine gender will include the feminine and neuter genders; (ii) the term "or" is not exclusive; (iii) the term "including" (or any form thereof) will not be limiting or exclusive; (iv) the words "Deed of Trust," "herein," "hereof," "hereunder," or other words of similar import refer to this Deed of Trust as a whole, including schedules, as the same may be modified, amended or supplanted. All headings in this Deed of Trust are for convenience only and will not impact the interpretation of this Deed of Trust.

5.11 In the event of a dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

[Signature and notary page follow]

EXHIBIT "A"
LEGAL DESCRIPTION

The Land is described as follows: Real property in the County of Morgan, State of UT, described as follows:

PARCEL 1:

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORGAN CITY, MORGAN COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 36 AS MONUMENTED BY A MORGAN CITY BRASSCAP; THENCE SOUTH 00°10'30" EAST 289.70 FEET; THENCE NORTH 90°00'00" EAST 623.83 FEET TO A REBAR AND CAP, THE TRUE POINT OF BEGINNING; THENCE SOUTH 49°03'35" EAST 227.83 FEET; THENCE SOUTH 40°30'00" WEST 50.0 FEET; THENCE SOUTH 52°27'00" EAST 245.16 FEET TO THE NORTHERLY LINE OF STATE STREET (STATE HIGHWAY NO. 66); THENCE SOUTH 40°30'00" WEST 204.50 FEET ALONG SAID NORTHERLY LINE OF STATE STREET; THENCE NORTH 50°52'06" WEST 286.02 FEET (RECORD 284.02 FEET) TO A FENCE CORNER; SOUTH 39°50'02" WEST (RECORD SOUTH 40°30'00" WEST) 10.0 FEET ALONG A FENCE LINE; THENCE NORTH 50°52'06" WEST 189.52 FEET (RECORD 191.40 FEET); THENCE NORTH 41°04'03" EAST 265.0 FEET TO THE POINT OF BEGINNING. THE BASIS OF BEARING IS THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 35 CALLED SOUTH 89°51'21" WEST.

PARCEL 2:

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORGAN CITY, MORGAN COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 36 AS MONUMENTED BY A MORGAN CITY BRASSCAP; THENCE SOUTH 00°10'30" EAST 289.70 FEET; THENCE NORTH 90°00'00" EAST 623.83 FEET TO A REBAR AND CAP, THE TRUE POINT OF BEGINNING; THENCE NORTH 41°04'03" EAST 66.30 FEET TO THE SOUTHWESTERLY LINE OF INDUSTRIAL PARK ROAD; THENCE SOUTH 68°42'57" EAST 55.90 FEET ALONG SAID SOUTHWESTERLY LINE; THENCE 12.54 FEET ALONG SAID SOUTHWESTERLY LINE, A CURVE TO THE RIGHT HAVING A RADIUS OF 170.50 FEET AND A CHORD BEARING SOUTH 66°36'34" EAST 12.54 FEET; THENCE SOUTH 64°30'09" EAST 420.67 FEET ALONG SAID SOUTHWESTERLY LINE TO A REBAR AND CAP PLACED ON THE NORTHWESTERLY LINE OF STATE HIGHWAY NO. 66; THENCE SOUTH 40°17'00" WEST 69.22 FEET ALONG SAID NORTHWESTERLY LINE TO A REBAR AND CAP; THENCE NORTH 50°40'32" WEST 145.02 FEET TO A REBAR AND CAP; THENCE SOUTH 40°17'00" WEST 171.69 FEET TO A REBAR AND CAP; THENCE NORTH 52°27'00" WEST 100.0 FEET TO A NAIL AND WASHER; THENCE NORTH 40°30'00" EAST 50.0 FEET TO A REBAR AND CAP; THENCE NORTH 49°03'35" WEST 227.83 FEET TO THE POINT OF BEGINNING. THE BASIS OF BEARING IS THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 35, CALLED SOUTH 89°51'21" WEST.

LESS AND EXCEPTING ANY PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN THE BOUNDARIES OF INDUSTRIAL PARK ROAD AS DEDICATED.

PARCEL 3:

A TRACT OF LAND SITUATE IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN, US SURVEY; COMMENCING AT THE NORTHWEST CORNER (BRASS CAP) OF SAID SECTION 36; THENCE SOUTH $0^{\circ}10'30''$ EAST ALONG THE WEST LINE OF SAID SECTION 36, A DISTANCE OF 537.96 FEET; THENCE EAST A DISTANCE OF 841.98 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $40^{\circ}17'$ EAST A DISTANCE OF 81.70 FEET; THENCE SOUTH $50^{\circ}40'32''$ EAST A DISTANCE OF 145.02 FEET (RECORD SOUTH $50^{\circ}00'$ EAST 145.00 FEET), TO A POINT IN THE NORTHERLY LINE OF STATE STREET; THENCE SOUTH $40^{\circ}17'$ WEST ALONG SAID NORTHERLY LINE OF STATE STREET A DISTANCE OF 77.19 FEET; THENCE NORTH $52^{\circ}27'$ WEST A DISTANCE OF 145.16 FEET TO THE POINT OF BEGINNING. BASIS OF BEARING IS THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 36, CALLED SOUTH $0^{\circ}10'30''$ EAST.

PARCEL 4:

A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN; BEGINNING AT A POINT ON THE NORTHWESTERLY SIDE OF STATE STREET, WHICH POINT BEARS SOUTH 579.92 FEET AND EAST 1002.24 FEET FROM THE NORTHWEST CORNER (STONE IN PLACE) OF THE SAID SECTION 36 AND RUNNING THENCE NORTH $50^{\circ}00'$ WEST 145.0 FEET; THENCE NORTH $40^{\circ}17'$ EAST 90 FEET; THENCE SOUTH $50^{\circ}00'$ EAST 145.0 FEET TO STATE STREET; THENCE ALONG SAID STREET SOUTH $40^{\circ}17'$ WEST 90.0 FEET TO THE POINT OF BEGINNING.