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12/6/2017 11:11:00 AM \$10.00  
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ADAM GARDINER  
Recorder, Salt Lake County, UT  
RICHLAND TITLE INS AGENCY INC  
BY: eCASH, DEPUTY - EF 1 P.

WHEN RECORDED MAIL TO:  
E & M Financials, LLC  
P.O. Box 900366  
Sandy, UT 84090

# TRUST DEED

THIS TRUST DEED is made this 6<sup>th</sup> day of October 2017, between 339 Plaza, LLC as **Trustor**

Richland Title Insurance Agency, Inc. , as **Trustee**,

And E & M Financials, LLC, as **Beneficiary**

Trustor hereby COVENANTS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property situated in Salt Lake County, Utah:

**Beginning at a point on the East right of way line of 300 East Street, said point being North 01° 18' 16" East 102.01 feet from the Southwest corner of Lot 2, Block 18, Ten Acre Plat "A", Big Field Survey; thence North 00° 18' 16" East along said right of way line 48.5 feet; thence South 89° 57' 25" East 289.2 Feet; thence South 00° 18' 16" West 3.61 feet; thence South 89° 57' 25" East 161.2 feet; thence South 00° 18' 16" West 139.9 feet; thence North 89° 57' 25" West 299.8 feet; thence North 00° 18' 16" East 95.02 feet; thence North 89° 57' 37" West 150.06 feet to the point of beginning.**

**Tax Parcel: 16-31-332-010**

**Also Known As: 339 East 3900 South, Salt Lake City, UT 84107**

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto now or hereafter used or enjoyed with said property, or any part thereof;

FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by a promissory note of even date herewith, in the amount of \$513,000.00, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and payment of any sums expended or advanced by Beneficiary to protect the security hereof.

Trustor agrees to pay all taxes and assessments on the above property, to pay all charges and assessments on water or water stock used on or with said property, not to commit waste, to maintain adequate fire insurance on improvements on said property, to pay all costs and expenses of collection (including Trustee's and attorney's fees in event of default in payment of the indebtedness secured hereby and to pay reasonable Trustee's fees for any of the services performed by Trustee hereunder, including a reconveyance hereof.

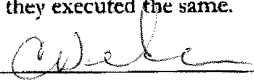
The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

If the trust property is sold, in whole or in part, by deed, by contract for deed, or by lease with an option to buy, then the amount secured by this Trust Deed becomes immediately due and payable in full, with no further notice.

  
339 Plaza, LLC  
By: Matt Oviatt

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE        )

On the 6<sup>th</sup> day of October, 2017, personally appeared before me Matt Oviatt the authorized signatory for 339 Plaza, LLC the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.

  
Notary Public

