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RASHELLE HOBBS
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 7 P.

Recorded at the Request of:

Matthew L. Anderson
215 South State Street, Suite 1200
SLC UT 84111

MTC FILE 3/10/20

Tax Parcel No. 16-07-478-033-0000

DEED OF TRUST

THIS INDENTURE (hereinafter referred to as the “Deed of Trust”) is made and entered into on September ~~30~~³⁰, 2021 by and between Amazing Grace, L.C., a Utah limited company (the “Borrower”), Matthew L. Anderson (the “Trustee”) and John Francis and Casee Francis at 661 S 800 East, Salt Lake City, UT 84102 (collectively, the “Lender”),

WITNESSETH:

WHEREAS, Borrower is indebted to Lender evidenced by a Secured Promissory Note executed on September ~~30~~³⁰, 2021 (the “Note”) in favor of Lender, providing for payment of attorney's fees for collection if not paid according to the terms thereof and being due and payable as set forth in the Note. The Note is in the principal amount of Three Hundred Sixty-Three Thousand Dollars (\$363,000.00) payable, with interest, as provided therein.

WHEREAS, Borrower desires to secure prompt payment of:

- a. the indebtedness described above according to its terms and any extensions thereof,
- b. any additional and future advances with interest thereon which Lender may make to Borrower as provided in Section 1,
- c. any other indebtedness which Borrower may now or hereafter owe to Lender as provided in Section 2, and
- d. any advances with interest which Lender may make to protect the Property defined below and herein conveyed as provided in Sections 3, 4, 5 and 6 all being herein referred to as the “Indebtedness”.

NOW THEREFORE, in consideration of the indebtedness herein recited, Borrower hereby conveys and warrants unto Trustee the "Property" located at 1329 South 500 East, Salt Lake City, Utah 84105 in the County of Salt Lake, together with all improvements and appurtenances now or hereafter erected on, and all fixtures of any and every description now or hereafter attached to, all being herein referred to as the "Property".

THIS CONVEYANCE, HOWEVER, IS IN TRUST, WITH POWER OF SALE (subject to the covenants, stipulations and conditions below), to secure prompt payment of all existing and future indebtedness due by Borrower to Lender under the provisions of this Deed of Trust. If Borrower shall pay said indebtedness promptly when due and shall perform all covenants made by Borrower, then this conveyance shall be void and of no effect. If Borrower shall be in default as provided in Section 8 then, in that event, the entire indebtedness, together with all interest accrued thereon, shall, at the option of Lender, be and become at once due and payable without notice to Borrower, and Trustee shall, at the request of Lender, sell the Property conveyed, or a sufficiency thereof without any judicial proceeding, to satisfy the indebtedness in accordance with the laws of the State of Utah.

Should Lender be a corporation or an unincorporated association, then any officer thereof may declare Borrower to be in default as provided in Section 8 and request Trustee to sell the Property without any judicial proceeding. Lender shall have the same right to purchase the Property at the foreclosure sale, as would a purchaser who is not a Party to this Deed of Trust.

From the proceeds of the sale Trustee shall first pay all costs of the sale including reasonable compensation to the Trustee; then the indebtedness due Lender by Borrower, including accrued interest and attorney's fees due for collection of the debt; and then, lastly, any balance remaining to Borrower.

IT IS AGREED that this conveyance is made subject to the covenants, stipulations and conditions set forth below which shall be binding upon all parties hereto.

1. This Deed of Trust shall also secure all future and additional advances which Lender may make to Borrower from time to time upon the security herein conveyed. Such advances shall be optional with Lender and shall be on such terms as to amount, maturity and rate of interest as may be mutually agreeable to both Borrower and Lender. Any such advance may be made to any one of the Borrowers should there be more than one, and if so made, shall be secured by this Deed of Trust to the same extent as if made to all Borrowers. However, on all transactions covered by Truth in Lending, when Borrower's notes, debts, obligations and liabilities to Lender (in any form) arising out of existing, concurrent and future credit granted by Lender are secured by this Deed of Trust, it will be so indicated on the document that evidences the transaction. Therefore, this Deed of Trust will in no way secure any form of credit governed by the Truth in Lending Act unless the document which evidences the Credit Transaction indicates by proper disclosure that the Transaction is secured by this Deed of Trust.
2. This Deed of Trust shall also secure any and all other indebtedness of Borrower due to Lender with interest thereon as specified, or of any one of the Borrowers should there be more than one, whether direct or contingent, primary or secondary, sole, joint or several, now existing or

hereafter arising at any time before cancellation of this Deed of Trust. Such indebtedness may be evidenced by note, open account, overdraft, endorsement, and guaranty or otherwise. However, on all transactions covered by Truth in Lending, when Borrower's notes, debts, obligations and liabilities to Lender (in any form) arising out of existing, concurrent and future credit granted by Lender are secured by this Deed of Trust, it will be so indicated on the document that evidences the transaction. Therefore, this Deed of Trust will in no way secure any form of credit governed by the Truth in Lending Act unless the document which evidences the Credit Transaction indicates by proper disclosure that the Transaction is secured by this Deed of Trust.

3. Borrower shall keep all improvements on the Property herein conveyed insured against fire, all hazards included within the term "extended coverage", flood in areas designated by the U.S. Department of Housing and Urban Development as being subject to overflow and such other hazards as Lender may reasonably require in such amounts as Borrower may determine but for not less than the indebtedness secured by this Deed of Trust. All policies shall be written by reliable insurance companies acceptable to Lender, shall include standard loss payable clauses in favor of Lender and shall be delivered to Lender, Borrower shall promptly pay when due all premiums charged for such insurance, and shall furnish Lender the premium receipts for inspection. Upon Borrower's failure to pay the premiums, Lender shall have the right, but not the obligation, to pay such premiums. In the event of a loss covered by the insurance in force, Borrower shall promptly notify Lender who may make proof of loss if timely proof is not made by Borrower. All loss payments shall be made directly to Lender as loss payee who may either apply the proceeds to the repair or restoration of the damaged improvements or to the indebtedness of Borrower, or release such proceeds in whole or in part to Borrower.
4. Borrower shall pay all taxes and assessments, general or special, levied against the Property or upon the Interest of Trustee or Lender therein, during the term of this Deed of Trust before such taxes or assessments become delinquent, and shall furnish Lender the tax receipts for inspection. Should Borrower fail to pay all taxes and assessments when due, Lender shall have the right, but not the obligation, to make these payments.
5. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment or deterioration thereof. Borrower shall use the Property for lawful purposes only. Lender may make or arrange to be made entries upon and inspections of the Property after first giving Borrower notice prior to any inspection specifying a just cause related to Lender's interest in the Property. Lender shall have the right, but not the obligation, to cause needed repairs to be made to the Property after first affording Borrower a reasonable opportunity to make the repairs. Should the purpose of the primary indebtedness for which this Deed of Trust is given as security is for construction of improvements on the Property herein conveyed, Lender shall have the right to make or arrange to be made entries upon the Property and inspections of the construction in progress. Should Lender determine that Borrower is failing to perform such construction in a timely and satisfactory manner, Lender shall have the right, but not the obligation, to take charge of and proceed with the construction at the expense of Borrower after first affording Borrower a reasonable opportunity to continue the construction in a manner agreeable to Lender.

6. Any sums advanced by Lender for Insurance, taxes, repairs or construction as provided in Sections 3, 4 and 5 shall be secured by this Deed of Trust as advances made to protect the Property and shall be payable by Borrower to Lender, with interest at the rate specified in the note representing the primary indebtedness, within Thirty (30) days following written demand for payment sent by Lender to Borrower by certified mail. Receipts for insurance premiums, taxes and repair or construction costs for which Lender has made payment shall serve as conclusive evidence thereof.
7. As additional security Borrower hereby assigns to Lender all rents accruing on the Property. Borrower shall have the right to collect and retain the rents as long as Borrower is not in default as provided in Section 8. In the event of default, Lender in person, by an agent or by a judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and collect the rents. All rents so collected shall be applied first to the costs of managing the Property and collecting the rents, including fees for a receiver and an attorney, commissions to rental agents, repairs and other necessary related expenses and then to payments on the indebtedness.
8. Borrower shall be in default under the provisions of the Deed of Trust if Borrower:
 - a. shall fail to comply with any of Borrower's covenants or obligations contained herein,
 - b. shall fail to pay any of the indebtedness secured hereby, or any installment thereof or interest thereon, as such indebtedness, installment or interest shall be due by contractual agreement or by acceleration,
 - c. shall become bankrupt or insolvent or be placed in receivership,
 - d. shall, if a corporation, a partnership or an unincorporated association be dissolved voluntarily or involuntarily, or
 - e. if Lender in good faith deems itself insecure and its prospect of repayment seriously impaired.
9. This Deed of Trust may not be assumed by any buyer from Borrower. Any attempted transfer of any interest in this Property (including, but not limited to possession) will constitute a default and Lender may accelerate the entire balance of the indebtedness. If Lender elects to exercise the option to accelerate, Lender shall send Borrower notice of acceleration by certified mail. Such notice shall provide a period of 30 days from the date of mailing within which Borrower may pay the indebtedness in full. If Borrower fails to pay such indebtedness prior to the expiration of 30 days, Lender may, without further notice to Borrower, invoke any remedies set forth in this Deed of Trust.
10. Lender may at any time, without giving formal notice to the original or any successor Trustee, or to Borrower, and without regard to the willingness or inability of any such Trustee to execute this trust, appoint another person or succession of persons to act as Trustee, and such appointee in the execution of this trust shall have all the powers vested in and obligations imposed upon

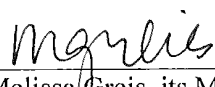
Trustee. Should Lender be a corporation or an unincorporated association, then any officer thereof may make such appointment.

11. Each privilege, option or remedy provided in this Deed of Trust to Lender is distinct from every other privilege, option or remedy contained herein or afforded by law or equity, and may be exercised independently, concurrently, cumulatively or successively by Lender or by any other owner or holder of the indebtedness. Forbearance by Lender in exercising any privilege, option or remedy after the right to do so has accrued shall not constitute a waiver of Lender's right to exercise such privilege, option or remedy in event of any subsequent accrual.
12. The words "Borrower" or "Lender" shall each embrace one individual, two or more individuals, a corporation, a partnership or an unincorporated association, depending on the recital herein of the parties to this Deed of Trust. The covenants herein contained shall bind, and the benefits herein provided shall inure to, the respective legal or personal representatives, successors or assigns of the parties hereto subject to the provisions of Section 9. If there be more than one Borrower, then Borrower's obligations shall be joint and several. Whenever in this Deed of Trust the context so requires, the singular shall include the plural and the plural the singular. Notices required herein from Lender to Borrower shall be sent to the address of Borrower shown in the Deed of Trust.
13. If any provision of this Deed of Trust shall be declared invalid, the intent of the parties is that the remaining provisions shall remain in full force and effect and shall be enforced.
14. This Deed of Trust shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust on September 30, 2021.

BORROWER:

AMAZING GRACE, L.C.

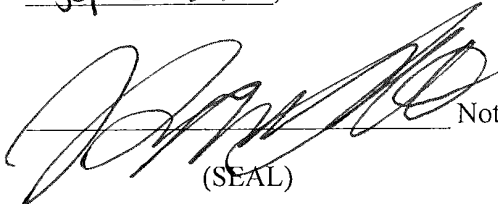

By: Melissa Greis, its Manager

STATE OF UTAH

COUNTY OF SALT LAKE

The foregoing instrument was executed and acknowledged before me this 30 day of September, 2021, by Melissa Greis, as Manager of AMAZING GRACE, L.C., known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, who duly acknowledged to me that he executed the same in her capacity as Manager of AMAZING GRACE, L.C..

WITNESS my hand and official seal in the State and County aforesaid, this 30 day of September, 2021.



Notary Public
(SEAL)



My Commission Expires: 11/21/23

MTC File No. 310930

Exhibit "A"

Commencing 33 feet North from the Southwest corner of Lot 11, Block 14, Five Acre Plat "A", Big Field Survey and running thence North 40 feet; thence East 100 feet; thence South 40 feet; thence West 100 feet to the point of beginning.

Tax ID: 16-07-478-033