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Jerry M. Houghton, Recorder
Tooele County Corporation
For: Cottonwood Title Insurance Agency, Inc.

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS
AND SECURITY AGREEMENT**

GRANTOR: HSC TOOELE, LLC, an Alabama limited liability company
BENEFICIARY/LENDER: TRUSTMARK NATIONAL BANK, a national banking
association
GRANTEE/TRUSTEE: First American Title Insurance Company
LEGAL DESCRIPTION: See Exhibit "A"
TAX PARCEL NUMBER: 18-093-0-0402

PREPARED BY AND UPON
RECORDATION RETURN TO:

Trustmark National Bank
P. O. Box 22749
Jackson, MS 39225--2749
Attention: Mason Dixon, Commercial Real Estate Officer

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**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS
AND SECURITY AGREEMENT**

THIS DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT (“**Security Instrument**”), is effective as of the 14th day of March, 2017, by HSC TOOELE, LLC, an Alabama limited liability company (“**Grantor**”), whose address is P.O. Box 130, Daphne, Alabama 36526, to First American Title Insurance Company, whose address is 200 East South Temple, Salt Lake City, Utah 84111 (“**Trustee**”), in favor of Trustmark National Bank, a national banking association (“**Lender**”), whose address is P. O. Box 22749, Jackson, Mississippi 39225-2749.

This Security Instrument is executed and delivered by Grantor as security for a construction loan from Lender to Mid-Bay Air, LLC, an Alabama limited liability company (“**Borrower**”).

GRANTING CLAUSE

Lender is making a loan to Borrower in the total principal amount of Eight Hundred Ninety Thousand Seven Hundred and Seventy Five and No/100 Dollars (\$890,775.00) (the “**Loan**”). Grantor is not the Borrower under the Loan. Grantor and Borrower are related limited liability companies, and the indirect or ultimate ownership of the two limited liability companies is identical. The members of Grantor will derive substantial benefit from the Loan by Lender to Borrower, and Grantor has agreed to grant and execute this Security Agreement in favor of and for the benefit of Lender as additional collateral for the Loan, all as contemplated in the Loan Agreement between Lender and Borrower.

In consideration of the aforesaid, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor hereby irrevocably grants, assigns, conveys and warrants to Trustee, in trust, with power of sale, all of its present and future estate, right, title and interest in and to the real property now or hereafter acquired as described on Exhibit “A” attached hereto and incorporated herein and the following (collectively, with the real property described on Exhibit A, the “**Property**”): all minerals, oil, gas and other hydrocarbon substances on or under the surface of the Property, as well as all development rights, permits, licenses, air rights, water, water rights, and water stock relating to the Property;

All present and future structures, buildings, improvements, appurtenances and fixtures of any kind on the Property, all apparatus, equipment and appliances used in connection with the operation or occupancy of the real property, such as heating and air-conditioning systems and facilities used to provide any utility services, refrigeration, ventilation, laundry, drying, dishwashing, garbage disposal, recreation or other services on the Property, and all window coverings, drapes and rods, carpeting and floor coverings, it being intended and agreed that all such items will be conclusively considered to be part of the Property conveyed by this Security Instrument, whether or not attached or affixed to the Property (“**Improvements**”);

All appurtenances of the Property and all rights of Grantor in and to any streets, roads or public places, easements or rights of way, relating to the Property;

All of the rents, royalties, profits and income of the Property ("**Rents**"), and all rights of Grantor under all present and future leases affecting the Property, including but not limited to any security deposits; and

All proceeds and claims arising on account of any damage to or taking of the Property or any Improvements thereon or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of the Property or any Improvements.

TO HAVE AND TO HOLD the Property with all privileges and appurtenances thereunto belonging, to Trustee, his heirs, successors and assigns forever, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

SECURED OBLIGATIONS

This Security Instrument secures the following obligations ("**Obligations**"):

A. LOAN. Payment and performance of Borrower's indebtedness and obligations under that certain Promissory Note of even date in the principal amount of Eight Hundred Ninety Thousand Seven Hundred and Seventy Five and No/100 Dollars (\$890,775.00) (the "**Note**"), including all extensions, renewals and modifications of the Note, and any additional note or notes, and the payment and performance of Borrower's obligations under the Loan Agreement of even date by and between Grantor and Lender (the "**Loan Agreement**"), as well as all other loan documents evidencing or securing the Loan (the "**Loan Documents**").

B. OTHER OBLIGATIONS. The payment and performance of Grantor's obligations under this Security Instrument. The payment of all sums advanced or paid out by Trustee or Lender under or pursuant to any provision of this Security Instrument or to protect the security of this Security Instrument, together with interest thereon as provided herein. All future advances made by Lender to Borrower or Grantor pursuant to the terms of the Loan Documents.

C. MATURITY. The Note secured hereby matures on March 14, 2022.

WARRANTY OF TITLE

Grantor warrants that Grantor lawfully possesses and holds title to the Property without limitation on the right to encumber, and that this Security Instrument is a valid first priority lien on the Property subject only to the encumbrances set forth in Schedule B-II of the title insurance commitment policy issued in favor of Lender. Grantor, at its sole cost and expense, shall at all times keep, protect, defend, and maintain title to the Property free and clear of any liens or encumbrances that would or could impair the validity or priority of this Security Instrument.

ARTICLE 1 COVENANTS OF GRANTOR

To protect the security of this Security Instrument, Grantor agrees:

1.1. Performance. Grantor agrees to pay all indebtedness and perform all obligations that are secured by this Security Instrument in accordance with their terms.

1.2. Insurance. Grantor shall maintain or cause to be maintained in force, until full payment of the Loan, policies of insurance satisfactory to Lender as set forth in the Loan Agreement of even date between Grantor and Lender.

1.3. Assignment of Proceeds. All insurance proceeds on the Property, all proceeds of a sale of all or any portion of the Property, and all causes of action, claims, compensation, awards and recoveries for any damage, condemnation or taking of all or any part of the Property or for any damage or injury to it or for any loss or diminution in value of the Property, are hereby assigned to and shall be paid to Lender. At Lender's option, Lender may appear in and prosecute (either in its own name or in the name of Grantor) or participate in any suits or proceedings relating to any such proceeds, causes of actions, claims, compensation, awards or recoveries and may adjust, compromise or settle any claim in connection therewith. Lender shall apply any sums received by it under this Section 1.3 first to the payment of all of its reasonable costs and expenses (including but not limited to legal fees and disbursements) incurred in obtaining those sums, and then, in its absolute discretion and without regard to the adequacy of its security, to the payment of the indebtedness and obligations secured by this Security Instrument, except as provided in Section 1.11 below. Any application of such funds to the indebtedness secured hereby shall not be construed to cure or waive any Event of Default or invalidate any acts of Lender or Trustee arising out of such Event of Default.

1.4. Taxes and Assessments. Grantor agrees to pay when due all taxes, fees, impositions, and assessments which are or may become a lien on all or any portion of or interest in the Property or which are assessed against the Property or its rents, royalties, profits and income. Grantor also agrees to pay when due all lawful claims and demands of mechanics, materialmen, laborers and others for any work performed or materials delivered with respect to the Property. In the event of the passage after the date of this Security Instrument of any law of the state where the Property is located, deducting from the value of land, for the purpose of taxation, any lien thereon, or changing in any way the laws now in force for the taxation of deeds of trust or debts secured by deeds of trust for state or local purposes or the manner of the collection of such taxes so as to affect this Security Instrument, the entire principal balance under said Note, together with all accrued interest thereon, at the option of Lender, without demand or notice, forthwith shall become due and payable; provided, however, that such option shall be ineffective if Grantor is permitted by law to pay the whole of such tax, in addition to all other payments required hereunder, and, if prior to such specified date, Grantor does pay such tax and agrees to pay any such tax when hereafter levied or assessed against the Property, and such agreement shall constitute a modification of this Security Instrument.

1.5. Perfection of Security. Grantor agrees to execute and deliver to Lender, from time to time on demand and at Grantor's cost and expense, any documents required to perfect and continue the perfection of Lender's interest in the Property.

1.6. [Intentionally Deleted]

1.7. Transfer of Property;Acceleration. Without the prior written consent of Lender (which consent may be withheld in Lender's sole and absolute discretion), Grantor shall not sell, encumber, assign, lease, or otherwise transfer or convey the Property or any portion thereof or interest therein or suffer its title therein to be divested whether voluntarily, by operation of law or otherwise, and Grantor shall not dissolve, cease doing business or terminate its existence. If such an event occurs without Lender's prior written consent, Lender may, in its sole option and upon written notice to Grantor, accelerate the maturity date of the sums secured hereby and declare all such sums immediately due and payable.

1.8. Waste; Changes in Zoning; Subdivision.

1.8.1. Grantor (a) shall not commit waste or permit impairment or deterioration of the Property or take any actions that might invalidate any insurance carried on the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, and (f) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Property, the security of this Security Instrument or the rights or powers of Lender. Lender shall have the right, but not the obligation, upon ten (10) days written notice to Grantor, to enter upon and take possession of the Property and to make additions, alterations, repairs, or improvements to the Property which Lender may consider necessary or proper to keep the Property in good condition and repair. No Improvements may be removed, demolished or materially altered without the prior written consent of Lender, which Lender may withhold in its sole and absolute discretion. No personal property in which Lender has a security interest may be removed from the Property unless it is immediately replaced by similar property of at least equivalent value on which Lender will immediately have a valid first lien and security interest.

1.8.2. Without the prior written consent of Lender, which Lender may withhold in its sole and absolute discretion, Grantor shall not seek, make or consent to any change in the zoning or conditions of use of the Property. Grantor, at its sole cost, shall comply with and make all payments required under the provisions of any covenants, conditions or restrictions affecting the Property, including but not limited to those contained in any declaration and constituent documents of any condominium, cooperative or planned development project on the Property. Grantor, at its sole cost, shall comply with all existing and future requirements of all governmental authorities having jurisdiction over the Property.

1.8.3. If this Security Instrument covers a subdivision or common interest development ("**Subdivision**"), as defined under any law of the state where the Property is located which relates to the development or sale of a "common interest development" or a "subdivision," Grantor shall obtain, comply with and keep in effect all present and future permits, maps, bonds and other agreements required by applicable laws and regulations for the lawful

construction or sale of the Subdivision lots and/or units.

1.9. Books and Records. Grantor shall keep adequate books and records of account of the Property as required by the Loan Agreement of even date between the Grantor and the Lender.

1.10. Defend Security. Grantor shall, at its own expense, appear in and defend any action or proceeding that might affect Lender's security or the rights or powers of Lender or Trustee or that purports to affect any of the Property. If Grantor fails to perform any of its covenants or agreements contained in this Security Instrument or any of the other Loan Documents, and such failure continues for ten (10) days following receipt of written notice from Lender of such failure, or if any action or proceedings of any kind (including but not limited to any bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding) is commenced which might affect Lender's or Trustee's interest in the Property or Lender's right to enforce its security, then Lender and/or Trustee may, at their option, make any appearances, disburse any sums and take any actions as may be necessary or desirable to protect or enforce the security of this Security Instrument or to remedy the failure of Grantor to perform its covenants, including without limitation payment on behalf of Grantor of any taxes, assessments, liens, insurance premiums, and repair or maintenance costs (without, however, waiving any default of Grantor). Grantor agrees to pay all reasonable out-of-pocket expenses of Lender and Trustee thus incurred (including but not limited to fees and disbursements of counsel). Any sums disbursed or advanced by Lender or Trustee shall be additional indebtedness of Grantor secured by this Security Instrument and shall be payable by Grantor upon demand. Any such sums so disbursed or advanced by Lender shall bear interest at the Default Rate as set forth in the Note, and any such sums so disbursed or advanced by Trustee shall bear interest at the maximum rate permitted to be charged by Trustee under applicable law. This Section 1.10 shall not be construed to require Lender or Trustee to incur any expenses, make any appearances, or take any other actions.

1.11. Damage and Destruction.

1.11.1. If the Property, or any portion thereof, is destroyed (in whole or in part), or is damaged by fire or other casualty, Grantor shall be obligated to continue to pay the Loan. Grantor shall give Lender prompt written notice of any such destruction or damage in excess of \$10,000.00.

1.11.2. Prior to the termination of this Security Instrument, the proceeds from any insurance resulting from any events described in the preceding Section less all expenses related thereto (the "**Net Proceeds**") shall be deposited in a trust fund to be known as the "Insurance Proceeds Fund". All Net Proceeds shall be applied in one or more of the following ways, as elected by Grantor in a written notice to Lender.

1.11.2.1 To the prompt repair, restoration, modification or improvement of the Property by Grantor, upon receipt by Lender of written request on applicable forms for each draw request accompanied by supporting invoices, statements, bills and approved construction draw form, signed by an officer or individual authorized to make draw requests on behalf of the Grantor; or

1.11.2.2 Toward the purchase of additional property, against which Grantor shall give a first lien to Lender; or

1.11.2.3 To the prepayment of the Loan in the same manner as partial prepayments are to be applied under the provisions of the Note, but without any premium or penalty; or

1.11.2.4 A combination of these purposes.

Any balance of the Net Proceeds remaining shall be paid to Grantor.

1.11.3. If the Net Proceeds are insufficient to pay in full the costs of the repair, restoration, modification or improvement required hereunder, Grantor will nevertheless complete the work so that the Property is in substantially the same condition as existed prior to such damage or destruction, or is in a condition of at least equivalent value and function, and Grantor will pay any cost in excess of the amount of the Net Proceeds held by Lender. Lender shall not be required to confirm the availability of such excess.

When Grantor has complied with all of the preceding portions of this Section 1.11, Lender may condition disbursement of the sums specified in subsection 1.11.3 above to Grantor on terms and conditions such as those governing disbursements of loan funds in construction loans made by Lender for similar properties.

1.12. Condemnation.

1.12.1. If title to all, or substantially all, of the Property shall be taken or condemned by competent authority for any public use or purpose, the gross amount awarded, less all attorneys' fees and other expenses and costs in the condemnation proceeding (the "Net Condemnation Award") shall be applied to the prepayment of the Loan in the same manner as partial prepayments are to be applied under the provisions of the Note. Any balance of the Net Condemnation Award shall be paid to Grantor. In the event the Net Condemnation Award shall be insufficient to pay in full the amount necessary to pay all outstanding principal, interest, Lender's fees and other costs applicable to the Loan, Grantor shall pay the amount of any such deficiency.

1.12.2. If less than substantially all of the Property shall be taken or condemned by competent authority for any public use or purpose, neither the term nor any of the obligations of Grantor under this Security Instrument shall be affected or reduced in any way.

1.12.2.1. If any part of the Property is taken, Grantor shall proceed to repair, replace, restore or rebuild the remaining parts so that the Property is in substantially the same condition as immediately prior to such condemnation or is in a condition of at least equivalent value and function.

1.12.2.2. The entire Net Condemnation Award, less expenses, shall be paid to the Grantor for use in repairing, restoring, replacing and rebuilding as provided hereinabove.

Said Award shall be transferred to the Grantor in the same manner as insurance proceeds are made available. If the Net Condemnation Award is less than the amount necessary for the Grantor to repair, replace, restore and rebuild, as set forth hereinabove, Grantor shall nevertheless complete the repair, replacement, restoration or rebuilding and pay the costs thereof. Lender shall not be required to confirm the availability of such excess.

1.12.2.3. If the Net Condemnation Award is in excess of the amount necessary to repair, replace, restore and rebuild, such excess shall be paid to Lender to be applied to (i) the prepayment of the Loan in the same manner as partial prepayments are to be applied under the provisions of the Note, (ii) purchase of additional property against which Grantor shall give a first lien to Lender, or (iii) to construct additional improvements on the Property remaining under the lien. The Grantor has the right to select which of the above and foregoing alternatives it desires to exercise, and shall notify Lender, in writing, which alternative is selected by Grantor.

1.12.3. Grantor shall be obligated to continue to make all payments required hereunder pending any such condemnation proceeding, and thereafter unless the Loan is paid in full.

1.12.4. Lender is authorized to join in and consent to deeds in lieu of condemnation as requested by Grantor upon receipt of a copy of the written agreement between the condemning authority and the Grantor.

1.13 Fixture Filing. This Security Instrument is intended to be and shall constitute a Fixture Filing as defined in the Uniform Commercial Code, the Grantor being the Debtor and the Beneficiary being the Secured Party.

1.14. Compensation; Exculpation; Indemnification.

1.14.1. Grantor hereby agrees to indemnify Trustee and Lender against, and holds them harmless from all losses, damages, liabilities, claims, causes of action, judgments, court costs, reasonable attorneys' fees and other legal expenses, cost of evidence of title, cost of evidence of value, and other expenses which either may suffer or incur (a) by reason of this Security Instrument; or (b) by reason of the execution of this trust or in performance of any act required or permitted hereunder or by law; or (c) as a result of any failure of Grantor to perform Grantor's obligations; or (d) by reason of any alleged obligation or undertaking on Lender's part to perform or discharge any of the representations, warranties, conditions, covenants or other obligations contained in any other document related to the Property. Notwithstanding the foregoing, Grantor shall not be liable under this subsection 1.14.1 to the extent that Grantor establishes that such liability is attributable solely and directly to the gross negligence or willful misconduct of Trustee or Lender.

1.14.2. Grantor shall pay all indebtedness arising under this Section 1.14 immediately upon demand by Trustee or Lender together with interest thereon from the date the indebtedness arises at the Default Rate of interest set forth in the Note (after giving effect to any notice and/or cure periods). Grantor's duty to indemnify Trustee and Lender shall survive the release and cancellation of the Obligations and the release and reconveyance or any partial release or reconveyance of this Security Instrument.

ARTICLE 2 EVENTS OF DEFAULT

2.1. List of Events of Default. An “**Event of Default**” shall have occurred under this Security Instrument upon the occurrence of any of the following:

2.1.1. Borrower or Grantor fails timely to make any payment required by the Note, this Security Instrument, or any of the other Loan Documents; or

2.1.2. Borrower or Grantor breaches any warranty or fails to perform any other covenant contained in this Security Instrument, the Loan Agreement, or any of the other Loan Documents, and does not cure that failure within the period of time, if any, that Lender is required to grant or may elect in its sole discretion to grant in writing to Grantor to cure that failure.

ARTICLE 3 REMEDIES

3.1. List of Remedies. At any time following an Event of Default, Lender may, at its option, and without notice to or demand upon Grantor:

3.1.1. Declare any or all indebtedness secured by this Security Instrument to be due and payable immediately;

3.1.2. Upon ten (10) days written notice from Lender to Grantor, enter onto the Property, and it shall be lawful for the Lender, by such officer or agents, servants and employees as it may appoint or by court appointed receiver, to take possession of the Property (with the relevant books, papers and accounts of the Grantor), and to hold, operate and manage such Property, and from time to time make all needful repairs, and such alterations additions, advances and improvements as to them shall seem wise; and to receive the rents, income, issues and profits thereof and out of them to pay all proper costs and expenses of so taking, holding and managing such Property, including reasonable compensation to the Lender, its agents, servants and employees and counsel, and any charges of the Lender hereunder, and any taxes and assessments and other charges prior to the lien of these presents which the Lender may deem appropriate to pay. The remainder of the monies so received by it shall be utilized to pay interest and principal on Loan as provided herein;

3.1.3. Cause Grantor to assemble any Personal Property and deliver it to Lender at a place designated by Lender;

3.1.4. Bring a court action to foreclose this Security Instrument or to enforce its provisions or any of the indebtedness or obligations secured by this Security Instrument;

3.1.5. Cause any or all of the Property to be sold under the power of sale granted by this Security Instrument in any manner permitted by applicable law;

3.1.6. Exercise any other right or remedy available under any of the Loan Documents, or otherwise available under law or in equity, including without limitation, rights and remedies with respect to the Personal Property that are available to a Secured Party under the Uniform Commercial Code and rights and remedies set forth in Section 3.3 hereinbelow.

3.2. Appointment of a Receiver. Upon the filing of a bill in equity, or other commencement of judicial proceedings to enforce the rights of the Lender, the Lender, as a matter of right, and without regard to the sufficiency of the security shall be entitled, if Lender in its sole discretion so desires, to the appointment (upon ten (10) days written notice from Lender to Grantor) of a receiver of the Property, and of the income, rents, issues and profits thereof, pending such proceedings, with such powers as may be required to protect the interest of the Lender as the court making such appointment shall confer.

3.3 Acceleration; Remedies. At any time during the existence of an Event of Default, Lender, at Lender's option, may declare the Loan, Obligations and indebtedness secured hereby to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law or provided in this Security Instrument or in any other Loan Document. Grantor acknowledges that the power of sale granted in this Security Instrument may be exercised by Lender without prior judicial hearing. Grantor has the right to bring an action to assert the non-existence of an Event of Default or any other defense of Grantor to acceleration and sale. Lender will be entitled to collect all costs and expenses incurred in pursuing such remedies, including reasonable attorneys' fees and costs and costs of documentary evidence, abstracts and title reports.

If the power of sale is invoked, Trustee will execute a written notice of the occurrence of an Event of Default and of Lender's election to cause the Property to be sold and will record such notice in each county in which the Property is located. Lender or Trustee will mail notice of default in the manner provided by the laws of Utah to Grantor and to such other persons as the laws of Utah prescribe. Trustee will give public notice of sale and will sell the Property according to the laws of Utah. Trustee may sell the Property at the time and place and under the terms designated in the notice of sale in one or more parcels. Trustee may postpone sale of all or any part of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Within a reasonable time after the sale, Trustee will deliver to the purchaser at the sale, a deed conveying the Property so sold without any covenant or warranty, express or implied. The recitals in Trustee's deed will be prima facie evidence of the truth of the statements made therein. Trustee will apply the proceeds of the sale in the following order: (i) to all costs and expenses of the sale, including Trustee's fees not to exceed 5% of the gross sales price, attorneys' fees and costs and costs of title evidence; (ii) to the indebtedness in such order as Lender, in Lender's discretion, directs; and (iii) the excess, if any, to the person or persons legally entitled thereto or to the county clerk of the county in which the sale took place.

3.4. Waiver of Rights. Grantor waives all rights to direct the order in which any of the Property shall be sold in the event of any sale under this Security Instrument, and also any right to have any of the Property marshaled upon any sale.

3.5. Remedies are Cumulative. All remedies contained in this Security Instrument are cumulative, and Lender also has all other remedies provided by law, in equity, or in any other agreement between Grantor and Lender. No delay or failure by Lender to exercise any right or remedy under this Security Instrument shall be construed to be a waiver of that right or remedy or of any default by Grantor. Lender may exercise any one or more of its rights and remedies at its option without regard to the adequacy of its security.

3.6. Payment of Expenses. Grantor shall pay all of Lender's and Trustee's expenses incurred in any efforts to enforce any terms of this Security Instrument, whether or not any lawsuit is filed, including but not limited to legal fees and disbursements, foreclosure costs, escrow fees, filing fees, recording fees, and title charges.

3.7. No Cure or Waiver. Neither Lender's nor Trustee's nor any receiver's entry upon and taking possession of all or any part of the Property, nor any collection of rents, issues, profits, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Obligation, nor the exercise of any other right or remedy by Lender or Trustee or any receiver shall cure or waive any breach, Default or notice of default under this Security Instrument, or nullify the effect of any notice of default or sale (unless all Obligations then due have been paid and performed and Grantor has cured all other defaults), or impair the status of the security, or prejudice Lender or Trustee in the exercise of any right or remedy, or be construed as an affirmation by Lender of any tenancy, lease, or option or a subordination of the lien of this Security Instrument.

3.8. Power to File Notices and Cure Defaults. Grantor hereby irrevocably appoints Lender and its successors and assigns as its attorney-in-fact, which agency is coupled with an interest, (a) to execute and record any notices of completion, cessation of labor, or any other notices that Lender deems appropriate to protect Lender's interest, and (b) upon the occurrence of a Default, to perform any obligation of Grantor hereunder; provided, that (i) Lender, as such attorney-in-fact, shall only be accountable for such funds as are actually received by Lender; (ii) Lender shall not be liable to Grantor or any other person or entity for any failure to act under this section and (iii) Lender has provided Grantor with (10) days written notice from Lender to Grantor of said action.

ARTICLE 4 MISCELLANEOUS

4.1. Invalidity. The invalidity or unenforceability of any one or more provisions of this Security Instrument will in no way affect any other provision.

4.2. Reconveyance. Upon payment of the indebtedness, Lender shall request Trustee to reconvey the Property and shall deliver to Trustee the canceled Note and this Security Instrument. Trustee will reconvey the Property without warranty to the entity legally entitled thereto. Grantor shall pay all costs reasonably incurred in so reconveying the Property.

4.3. Notices. All notices given under this Security Instrument must be in writing and

will be effectively served upon personal delivery or, if mailed, no later than forty-eight (48) hours after deposit in first class or certified United States mail, postage prepaid, sent to Beneficiary at its address appearing on the front page of this Security Instrument and sent to Grantor at its address appearing on the front page of this Security Instrument, which address may be changed by written notice. However, the service of any notice of default or notice of sale under this Security Instrument as required by law will, if mailed, be effective on the date of mailing.

4.4. Rights of Lender to Release Debtors or Security. Without affecting Grantor's liability for the payment of any of the indebtedness secured by this Security Instrument, Lender may from time to time and without notice to Grantor (a) release any person liable for the payment of this indebtedness, (b) extend or modify the terms of that indebtedness, (c) accept additional real or personal property of any kind as security, or alter, substitute or release any property securing that indebtedness, or (d) cause Trustee to consent to the making of any map or plat of the Property, or to reconvey any part of the Property, or to join in granting any easement or creating any restriction on the Property, or to join in any subordination or other agreement affecting this Security Instrument.

4.5. Inspection Rights. Lender may at any reasonable times and upon reasonable notice enter upon and inspect the Property in person or by agent.

4.6. [Intentionally Deleted]

4.7. Governing Law. This Security Instrument and all rights and obligations hereunder shall be governed by and interpreted according to the laws of the state where the Property is located.

4.8. Use of Pronouns. The term "Grantor" includes both the original Grantor and any subsequent owner or owners of any of the Property, and the term "Lender" includes the original Lender and also any future owner or holder, including pledges and participants, of the Note or any interests therein. Whenever the context requires, the singular includes the plural and vice versa and each gender includes each other gender.

4.9. Headings; Underlining. The headings of the articles and sections of this Security Instrument are for convenience only and do not limit its provisions. The use of underlining in this Security Instrument is for convenience only, and the parties understand and agree that the presence or absence of underlining shall not be used in interpreting or construing this Security Instrument or any provision hereof.

4.10. Waiver. Neither the acceptance of any partial or delinquent payment or performance nor the failure to exercise any rights upon a default shall be a waiver of Grantor's obligations hereunder. Lender's consent to any act or omission by Grantor will not be a consent to any other or subsequent act or omission or a waiver of the need for such consent in any future or other instance.

4.11. Successors and Assigns. Subject to the provisions of Section 1.7 hereof, the terms of this Security Instrument shall bind and benefit heirs, legal representatives, successors and assigns of Grantor and Lender and the successors in trust of Trustee.

4.12. Joint and Several Liability. If Grantor consists of more than one person or entity, each shall be jointly and severally liable to perform the Obligations of Grantor.

4.13. [intentionally deleted]

4.14. Subrogation. If, and to the extent that, the proceeds of the loan evidenced by the Note are used to pay, satisfy or discharge any obligation of Grantor for the payment of money that is secured by a pre-existing mortgage, deed of trust or other lien encumbering the Mortgaged Property (a "Prior Lien"), such loan proceeds shall be deemed to have been advanced by Lender at Grantor's request, and Lender shall automatically, and without further action on its part, be subrogated to the rights, including lien priority, of the owner or holder of the obligation secured by the Prior Lien, whether or not the Prior Lien is released.

4.15. No change in facts or circumstances. All information in the application for the loan submitted to Lender (the "Loan Application") and in all financial statements, rent rolls, reports, certificates and other documents submitted in connection with the Loan Application are complete and accurate in all material respects. There has been no material adverse change in any fact or circumstance that would make any such information incomplete or inaccurate.

4.16. Time of the Essence. Time is of the essence as to all obligations under this Security Instrument.

4.17. Requests For Notice. Grantor requests that a copy of any notice of default and notice of sale required by law be mailed to it at its address set forth above.

4.18. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed under this Security Instrument. Without conveyance of the Property, the successor trustee will succeed to all the title, power and duties conferred upon the Trustee in this Security Instrument and by applicable law.

4.19. No Fiduciary Duty. Lender owes no fiduciary or other special duty to Grantor.

4.20. Conformity of Remedies; Mortgage. Any procedures or remedies provided herein shall be modified by and replaced with, where inconsistent with or required by, any procedures or requirements of the laws of the state in which the Property is located. In addition, should this instrument be or become ineffective as a Security Instrument, then these presents shall be construed and enforced as a realty mortgage with the Grantor being the mortgagor and Lender being the mortgagee.

ARTICLE 5 ASSIGNMENT OF LEASES AND RENTS

5.1. Scope of Assignment. Grantor hereby absolutely and irrevocably grants, sells, assigns, transfers and sets over to Lender:

5.1.1. Rents. All Rents now existing or hereafter created and affecting all or any portion of the Property or the use or occupancy thereof.

5.1.2. Leases. All of Grantor's right, title and interest in and to all leases, subleases, subtenancies, licenses, occupancy agreements and concessions covering Property or any portion thereof or space therein now or hereafter existing, including all modifications, amendments, extensions and renewals thereof, and all rights and privileges incident thereto (individually a "**Lease**" and collectively "**Leases**").

5.1.3. Security Deposits. All security deposits, guaranties and other security now or hereafter held by Grantor as security for the performance of the obligations of the Lessees under the Leases.

5.2. Effect of Assignment. This Assignment is intended by Grantor and Lender to create and shall be construed to create a future assignment to Lender of all of Grantor's right, title and interest in the Rents and in the Leases, and shall be deemed to create a security interest therein for the payment of any indebtedness or the performance of any obligations of Grantor under the Note, the Trust Indenture or this Security Instrument. Grantor and Lender further agree that, during the term of this Assignment, the Rents shall not constitute property of Grantor (or of any estate of Grantor) within the meaning of 11 U.S.C. § 541, as amended from time to time.

5.3. Grant of License. By its acceptance of this Assignment and so long as an Event of Default shall not have occurred and be continuing hereunder, Lender hereby grants to Grantor a revocable license to enforce the Leases, to collect the Rents, to apply the Rents to the payment of costs and expenses incurred in connection with the development, construction, operation, maintenance, repair and restoration of the Property, and to any indebtedness secured thereby and to distribute the balance, if any, to Grantor.

5.4. Revocation of License. Upon the occurrence of an Event of Default, and at any time thereafter during the continuance of such default, Lender shall have the right to revoke the license granted to Grantor hereby by giving written notice of such revocation to Grantor. Upon such revocation, Grantor shall promptly deliver to Lender all Rents then held by Grantor and Lender shall thereafter be entitled to enforce the Leases, to collect and receive, without deduction or offset, all Rents payable thereunder, including, but not limited to, all Rents which were accrued and unpaid as of the date of such revocation and to apply such Rents as provided in this Security Instrument.

5.5. Appointment of Grantor as Agent for Lender.

5.5.1. Purpose of Appointment. Upon such revocation, Lender may, at its option, appoint Grantor to act as agent for Lender for the purpose of:

5.5.1.1. Managing and operating the Property and paying all expenses incurred in connection therewith and approved by Lender.

5.5.1.2. Enforcing the provisions of the Leases.

5.5.1.3. Collecting all Rents due thereunder.

5.5.2. Notice to Grantor to Act as Agent. If Lender so elects, Lender shall give written notice thereof to Grantor and Grantor agrees to act as agent of assignee for the purpose or purposes specified in such notice. Grantor shall promptly comply with all instructions and directions from Lender with respect thereto. Grantor shall not be entitled to any management fee, commission or other compensation unless expressly agreed to in writing by Lender.

5.5.3. Deposit of Rents Collected. All Rents collected by Grantor as agent for Lender pursuant to this Section shall be immediately deposited in an insured account in the name of Lender in a bank or other financial institution designated by Lender. All Rents collected by Grantor and all amounts deposited in such account, including interest thereon, shall be the property of Lender and Grantor shall not be entitled to withdraw any amount from such account without the prior written consent of Lender.

5.5.4. Purpose of Agency. The agency hereby created shall be solely responsible for the purpose of implementing the provisions of this Assignment and collecting the Rents due Lender hereunder. Nothing contained herein shall place upon Lender the responsibility for the management, control, operation, repair, maintenance or restoration of the Property nor shall Lender be liable under or be deemed to have assumed Grantor's obligations with respect to the Leases. Lender may at any time terminate the agency relationship with Grantor by written notice to Grantor.

5.6. Collection by Lender. Upon the occurrence of an Event of Default and at any time thereafter during the continuance thereof, Lender shall have the right, in addition to the rights granted pursuant to this Section 5.6 hereof, to collect all or any portion of the Rents assigned hereby directly or through a court-appointed receiver. Such right shall include any and all of the following:

5.6.1. Notice to Lessees to Pay Rents to Lender. The right to notify the Lessee or Lessees under the Leases, with or without taking possession of the Property, to demand that all Rents under such Leases thereafter be paid to Lender;

5.6.2. Enter and Possess the Property. The right to enter into possession of the Property, to assume control with respect to and to pay all expenses incurred in connection with the development, construction, operation, maintenance, repair or restoration of the Property, to enforce all Leases and to collect all Rents due thereunder, to apply all Rents received by Lender, to amend, modify, extend, renew and terminate any or all Leases, to execute new Leases and to do all other acts which Lender shall determine, in its sole discretion, to be necessary or desirable to carry out the purposes of this Assignment; and

5.6.3. Specific Performance. The right to specifically enforce the provisions of this Assignment and if Lender shall so elect, to obtain the appointment of a receiver pursuant to and in accordance with the provisions of this Security Instrument.

5.7. Protection of Lessees. Grantor and Lender agree that all Lessees under any Leases shall be bound by and required to comply with the provisions of this Assignment. In connection therewith, Grantor and Lender further agree as follows:

5.7.1. Notice to Lessees of Assignment. If requested by Lender, Grantor shall: (i) notify each Lessee under any Lease now affecting all or any portion of the Property of the existence of this Assignment and the rights and obligations of Grantor and Lender hereunder; (ii) provide each Lessee with a copy of this Assignment; and (iii) obtain such Lessee's agreement to be bound and comply with the provisions hereof.

5.7.2. Reference to Assignment. All Leases hereafter executed with respect to the Property or any portion thereof shall contain a reference to this Assignment and shall state that such Lessee shall be bound by and shall comply with the provisions hereof.

5.7.3. Occurrence of Event of Default. Upon the occurrence of an Event of Default and at any time thereafter during the continuance thereof, Lender may, at its option, send any Lessee a notice to the effect that: (i) an Event of Default has occurred and that Lender has revoked Grantor's license to collect the Rents; (ii) Lender has elected to exercise its rights under this Assignment; and (iii) such Lessee is thereby directed to thereafter make all payments of Rents and to perform all obligations under its lease or for the benefit of Lender or as Lender shall direct.

5.7.4. Notice to Lessee to Comply with Leases. Upon receipt of any such notice from Lender, each Lessee is hereby instructed by Grantor and Lender to comply with the provisions of such notice, to make all payments of Rents and to perform all obligations under the lease to and for the benefit of Lender or as Lender shall direct. Such notice and direction shall remain effective until the first to occur of: (i) the receipt by Lessee of a subsequent notice from Lender to the effect that such Event of Default has been cured or that Lender has appointed Grantor to act as agent for Lender pursuant to this Assignment; (ii) the appointment of a receiver pursuant to this Assignment, in which event such Lessee shall thereafter make payments of Rents and perform all obligations under the leases as may be directed by such receiver; or (iii) the issuance of an order of a court of competent jurisdiction terminating this Assignment or otherwise directing such Lessee to pay Rents and perform its obligations in a manner inconsistent with said notice.

5.7.5. Lessee's Reliance on Notice from Lender. Each Lessee shall be entitled to rely upon any notice from Lender and shall be protected with respect to any payment of Rents made pursuant to such notice.

5.7.6. No Duty for Lessee to Investigate. Each Lessee who receives a notice from Lender pursuant to this Assignment shall not be required to investigate or determine the validity or accuracy of such notice or the validity or enforceability of this Assignment. Grantor hereby agrees to indemnify, defend and hold such Lessee harmless from and against any and all loss, claim, damage or liability arising from or related to payment of Rents or performance of obligations under any lease by such Lessee made in good faith in reliance on and pursuant to such notice.

5.7.7. No Assumption by Lender of Lease Obligations. The payment of Rents to Lender pursuant to any such notice and the performance of obligations under any Lease to or for the benefit of Lender shall not cause Lender to assume or be bound by the provisions of such Lease, including, but not limited to, duty to return any security deposit to the Lessee under such lease unless and to the extent such security deposit was paid to Lender by Grantor.

5.7.8. Assignment Binding on Lessees. The provisions of this Section 5.7 are expressly made for the benefit of and shall be binding on and enforceable by each Lessee under any Lease now or hereafter affecting all or any portion of the Property.

5.8. Application of Rents; Security Deposits. All Rents received by Lender pursuant to this Assignment shall be applied by Lender, in its sole discretion, to any of the following:

5.8.1. First, to pay any costs and expenses of collection of the Rents that may be incurred by Lender;

5.8.2. Second, to pay any costs and expenses incurred by Lender in connection with the development, construction, operation, maintenance, repair or restoration of the Property;

5.8.3. Third, to the establishment of reasonable reserves for working capital and for anticipated or projected costs and expenses of the Property, including, without limitation, capital improvements which may be necessary or desirable or required by law;

5.8.4. Fourth, to the payment of any indebtedness then owing by Grantor to Lender; and

5.8.5. Thereafter, to remit the remainder, if any, to the person or persons entitled thereto.

5.8.6. In connection therewith, Grantor further agrees that all Rents received by Lender from any Lessee may be allocated, if Lender so elects, to the payment of all current obligations of such Lessee under its Lease and not to amounts which may be accrued and unpaid as of the date of revocation of Grantor's license to collect such Rents. Lender may, but shall have no obligation to, pursue any Lessee for the payment of Rents which may be due under its lease with respect to any period prior to the exercise of Lender's rights under this Assignment or which may become due thereafter. Lender shall not be liable to any Lessee for the payment or return of any security deposit under any Lease unless and to the extent that such security deposit has been paid to and received by Lender, and Grantor agrees to indemnify, defend and hold Lender harmless from and against any and all losses, claims, damages or liabilities arising out of any claim by a Lessee with respect thereto. Grantor further agrees that the collection of Rents by Lender and the application of such Rents by Lender to the costs, expenses and obligations referred to herein shall not cure or waive any default or Event of Default or invalidate any act (including, but not limited to, any sale of all or any portion of the Property or any property now or hereafter securing the Loan) done in response to or as a result

of such Event of Default or pursuant to any notice of default or notice of sale issued pursuant to this Security Instrument.

5.9. Covenants of Grantor. Grantor agrees as follows:

5.9.1. No Amendment or Termination of Leases. Grantor shall not enter into, amend, modify or terminate any lease of all or any portion of the Property, except in accordance with the provisions of this Security Instrument;

5.9.2. No Acceptance of Advance Rent. Grantor shall not accept advance rent in excess of one (1) month from any Lessee without the prior written consent of Lender;

5.9.3. Delivery of Leases. Upon request by Lender, Grantor shall provide Lender with true, correct and complete copies of all Leases, together with such other information relating to the Leases or to the Lessees thereunder as Lender shall reasonably request; and

5.9.4. Lender's Rights to Inspect Books and Records. Upon request of Lender, Grantor shall make available to Lender all books, records, financial statements and other information relating to the Leases, the collection of all Rents, and the disposition and disbursement thereof.

5.10. Priority of Assignment; Further Assurances. Grantor hereby represents and warrants that the Assignment of Leases and Rents hereby granted is a first priority assignment and that no other assignments of all or any portion of the Leases and Rents exist or remain outstanding. Grantor agrees to take such action and to execute, deliver and record such documents as may be reasonably necessary to evidence such assignment, to establish the priority thereof and to carry out the intent and purpose hereof, if requested by Lender, Grantor shall execute a specific assignment of any lease now or hereafter affecting all or any portion of the Property.

5.11. Lender Not Responsible for Grantor's Obligations. Nothing contained herein shall operate or be construed to obligate Lender to perform any of the terms, covenants and conditions contained in any lease or otherwise to impose any obligation upon Lender with respect to any lease, including, but not limited to, any obligation arising out of any covenant of quiet enjoyment therein contained in the event the Lessee under any such Lease shall have been joined as a party defendant in any action to foreclose and the estate of such Lessee shall have been thereby terminated. Prior to actual entry into and taking possession of the Property by Lender, this Assignment shall not operate to place upon Lender any responsibility for the operation, control, care, management or repair of the Property or any portion thereof and the execution of this Assignment by Grantor shall constitute conclusive evidence that all responsibility for the operation control, care, management and repair of the Property is and shall be that of Grantor, prior to such actual entry and taking of possession.

5.12. Termination of Assignment. A full and complete release and reconveyance

of this Security Instrument shall operate as a full and complete release of all of Lender's rights and interest hereunder. Upon the recordation of such release and reconveyance, this Assignment shall thereafter be void and of no further effect.

5.13 Additional Provisions Regarding Assignment of Rents. This assignment of Leases and Rents shall not be construed to require a *pro tanto* or other reduction of the indebtedness resulting from the assignment of Leases and Rents. If the provisions of the assignment of Leases and Rents and the preceding sentence cause the assignment of Leases and Rents to be deemed to be an assignment for additional security only, Lender shall be entitled to all rights, benefits and remedies attendant to such collateral assignment. The assignment of Leases and Rents contained herein shall terminate upon the release of this Security Instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Instrument on the dates set forth in the notary acknowledgment below, to be effective as of March 14, 2017.

GRANTOR/

HSC Tooele, LLC
an Alabama limited liability company

By: [Signature]
Name: Haymes S. Snedeker
Title: Authorized Member

STATE OF Alabama
COUNTY OF Baldwin

The foregoing instrument was acknowledged before me this the 13 day of March, 2017 by Haymes S. Snedeker Authorized Member of HSC Tooele, LLC, an Alabama limited liability company.

WITNESS my hand and official seal.

6/24/20
My commission expires

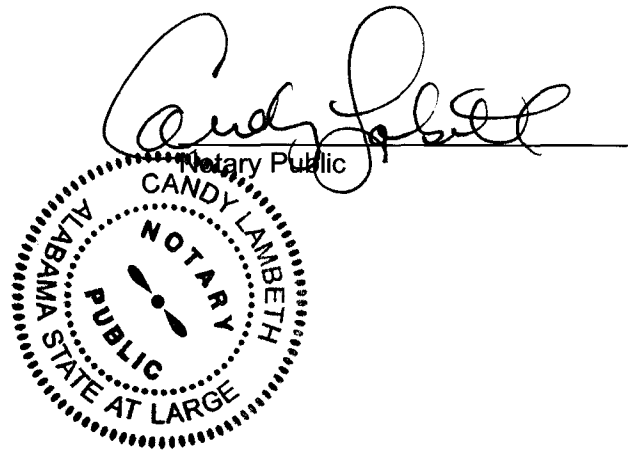


EXHIBIT "A"
LEGAL DESCRIPTION

Lot 402, GATEWAY NEIGHBORHOOD PUD PHASE 4, according to the official plat thereof as recorded in the office of the Tooele County Recorder, State of Utah.