

SBA LOAN NO.
PLP 42243691-06

After Recording, Return To:
Byline Bank
10 N. Martingale Road, Suite 160
Schaumburg, Illinois 60173

DEED OF TRUST AND RIDER

Maturity Date: September 12, 2032

THIS DEED OF TRUST is dated this 12 day of September, 2022, among **MARK A. HILES AND MICHELLE L. HILES, HUSBAND AND WIFE AS JOINT TENANTS**, whose address is **1389 Dragonfly Dr, Lehi, UT 84043**, (Grantor), and **COTTONWOOD TITLE INSURANCE AGENCY, INC.**, whose address is **1996 East 6400 South, Suite 120, Salt Lake City, UT 84121** (Trustee) for the benefit of **BYLINE BANK** (Lender), whose address is **10 N. Martingale Road, Suite 160, Schaumburg, Illinois 60173**.

Grantor and Lender covenant and agree as follows:

1. Property in Trust. Grantor, in consideration of the indebtedness herein recited and the trust herein created, hereby grants, sells, bargains, conveys and confirms to Trustee **IN TRUST, WITH POWER OF SALE**, the following described property located in the County of Utah, State of Utah:

SEE ATTACHED EXHIBIT A

which is more commonly known as **1389 Dragonfly Dr, Lehi, UT 84043** (Property), together with its appurtenances, including all fixtures, now or hereafter located on the Property, and this Deed of Trust shall serve as a fixture filing for purposes of state law. Grantor presently assigns to the Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property and hereby agrees that any lease is and shall be subordinate to the rights granted to Beneficiary herein. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

2. Note; Other Obligations Secured. This Deed of Trust is given to secure to Lender:

- A. the guarantee of repayment of the indebtedness evidenced by the personal guarantee of that certain Note given by **Hiles Inc.** (Note) dated **September 12, 2022**, in the principal sum of **\$857,000.00** U.S. Dollars, with interest on the unpaid principal balance at the variable rate of Wall Street Journal Prime Rate plus 2.75 percent per annum, adjusted quarterly.
- B. the performance of the covenants and agreements of Grantor herein contained.

3. Title. Grantor covenants that Grantor owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, easements of record or in existence, and recorded declarations, restrictions, reservations and covenants, if any, as of this date.

4. Payment of Principal and Interest. Grantor shall promptly pay when due the principal of and interest on

the indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Grantor's other covenants contained in the Note.

5. Application of Payments. All payments received by Lender under the terms hereof shall be applied by Lender in accordance with the terms and conditions of the Note.

6. Prior Mortgages and Deeds of Trust; Charges; Liens. Grantor shall perform all of Grantor's obligations under any prior deed of trust and any other prior liens. Grantor shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, or, if not required to be paid in such manner, by Grantor making payment when due, directly to the payee thereof. Despite the foregoing, Grantor shall not be required to make payments otherwise required by this paragraph if Grantor, after notice to Lender, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Grantor making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceedings are filed.

7. Property Insurance. Grantor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (1) the insurable value of the Property or (2) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance".

The insurance carrier providing the insurance shall be qualified to write Property Insurance in Utah and shall be chosen by Grantor subject to Lender's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender, and shall provide that the insurance carrier shall notify Lender at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Lender at or before closing. Lender shall have the right to hold the policies and renewals thereof.

In the event of loss, Grantor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Grantor.

Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Grantor. If the Property is abandoned by Grantor, or if Grantor fails to respond to Lender within 30 days from the date notice is given in accordance with paragraph 16 (Notice) by Lender to Grantor that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in paragraphs 4 (Payment of Principal and Interest) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Lender, all right, title and interest of Grantor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

All of the rights of Grantor and Lender hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

8. Preservation and Maintenance of Property. Grantor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Grantor shall perform all of Grantor's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

9. Protection of Lender's Security. Except when Grantor has exercised Grantor's rights under paragraph 6 above, if the Grantor fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Grantor if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to:

- (a) any general or special taxes or ditch or water assessments levied or accruing against the Property;
- (b) the premiums on any insurance necessary to protect any improvements comprising a part of the Property;
- (b) sums due on any prior lien or encumbrance on the Property;
- (c) if the Property is a leasehold or is subject to a lease, all sums due under such lease;
- (e) the reasonable costs and expenses of defending, protecting, and maintaining the Property and Lender's interest in the Property, including repair and maintenance costs and expenses, costs and expenses of protecting and securing the Property, receiver's fees and expenses, inspection fees, appraisal fees, court costs, attorney fees and costs, and fees and costs of an attorney in the employment of the Lender or holder of the certificate of purchase;
- (f) all other costs and expenses allowable by the evidence of debt or this Deed of Trust, and
- (g) such other costs and expenses which may be authorized by a court of competent jurisdiction.

Grantor hereby assigns to Lender any right Grantor may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

Any amounts disbursed by Lender pursuant to this paragraph 9, with interest thereon, shall become additional indebtedness of Grantor secured by this Deed of Trust. Such amounts shall be payable upon notice from Lender to Grantor requesting payment thereof, and Lender may bring suit to collect any amounts so disbursed plus interest specified in paragraph 2B (Note: Other Obligations Secured). Nothing contained in this paragraph 9 shall require Lender to incur any expense or take any action hereunder.

10. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Grantor notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

11. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender as herein provided. However, all of the rights of Grantor and Lender hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Grantor. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Lender and Grantor, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Grantor's equity in the Property immediately prior to the date of taking. Grantor's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking.

If the Property is abandoned by Grantor, or if, after notice by Lender to Grantor that the condemner offers to make an award or settle a claim for damages, Grantor fails to respond to Lender within 30 days after the date such notice is given, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in paragraphs 4 (Payment of Principal and Interest) nor change the amount of such installments.

12. Grantor Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Grantor shall not operate to release, in any manner, the liability of the original Grantor, nor Grantor's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Grantor nor Grantor's successors in interest.

13. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.

14. Remedies Cumulative. Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

15. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Grantor, subject to the provisions of paragraph 24 (Transfer of the Property; Assumption). All covenants and agreements of Grantor shall be joint and several. The captions and headings of the paragraphs in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

16. Notice. Except for any notice required by law to be given in another manner, (a) any notice to Grantor provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Grantor or (2) mailing such notice by certified U.S. mail, addressed to Grantor at Grantor's address stated herein or at such other address as Grantor may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such notice by first-class U.S. mail, to Lender's address stated herein or to such other address as Lender may designate by notice to Grantor as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Grantor or Lender when given in any manner designated herein.

17. Governing Law; Severability. Except as provided for in Section 24 herein, the Note and this Deed of Trust shall be governed by the law of Utah. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.

18. Acceleration; Foreclosure; Other Remedies. Upon Grantor's breach of any covenant or agreement of Grantor in this Deed of Trust, or upon any default in a prior lien upon the Property, (unless Grantor has exercised Grantor's rights under paragraph 6 above), at Lender's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Lender may invoke the power of sale and any other remedies permitted by law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of such election. Trustee shall give such notice to Grantor of Grantor's rights as is provided by law. Trustee shall record a copy of such notice as

required by law. Trustee shall advertise the time and place of the sale of the Property as required by the Utah Property Code as then in effect. After the lapse of such time as may be required by law, Trustee, without demand on Grantor, shall sell the Property "AS IS" at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcels as Trustee may think best and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Grantor's Right to Cure Default. Whenever foreclosure is commenced for nonpayment of any sums due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees all in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.

20. Assignment of Leases and Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Grantor hereby assigns to Lender all leases and the rents of the Property; however, Grantor shall, prior to Acceleration under paragraph 18 (Acceleration, Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Lender or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration under paragraph 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Grantor or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice—notice being hereby expressly waived.

Upon Acceleration under paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Lender, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied, first, to payment of the costs of preservation and management of the Property, second, to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Release. Upon payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Grantor shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Lender shall not produce the Note as aforesaid, then Lender, upon notice in accordance with paragraph 16 (Notice) from Grantor to Lender shall obtain, at Lender's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.

22. Waiver of Exemptions. Grantor hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.

23. Homestead Disclaimer. Grantor expressly represents that the property hereinabove mentioned and conveyed to the Trustee forms no part of any property owned, used or claimed by Grantor as exempted from forced sale under the laws of the State of Utah, and Grantor renounces all and every claim thereto under any such law or laws.

24. Transfer of the Property; Assumption. The following events shall be referred to herein as a "Transfer": (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or

interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of three (3) years, (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in the Grantor, (v) the reorganization, liquidation or dissolution of the Grantor. Not to be included as a Transfer are (i) the creation of a lien or encumbrance subordinate to this Deed of Trust, (ii) the creation of a purchase money security interest for household appliances, or (iii) a transfer by devise, descent or by operation of the law upon the death of a joint tenant. At the election of Lender, in the event of each and every transfer:

- (a) All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).
- (b) If a Transfer occurs and should Lender not exercise Lender's option pursuant to this paragraph 24 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Grantor under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. The Lender may without notice to the Grantor deal with Transferee in the same manner as with the Grantor with reference to said sums including the payment or credit to Transferee of undisbursed reserve funds on payment in full of said sums, without in any way altering or discharging the Grantor's liability hereunder for the obligations hereby secured.
- (c) Should Lender not elect to Accelerate upon the occurrence of such Transfer then, subject to (b) above, the mere fact of a lapse of time or the acceptance of payment subsequent to any such events, whether or not Lender had actual or constructive notice of such Transfer, shall not be deemed a waiver of Lender's right to make such election nor shall Lender be estopped therefrom by virtue thereof. The issuance on behalf of the Lender of a routine statement showing the status of the loan, whether or not Lender had actual or constructive notice of such Transfer, shall not be a waiver or estopped of Lender's said rights.

25. Applicability of Federal Law. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a. When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b. Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Grantor or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Grantor, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

26. DUE ON SALE – CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Property, or any interest in the Property. A "sale or transfer" means the conveyance of Property or any right, title or interest in the Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Property, or by any other method of conveyance of an interest in the Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability

company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Utah law.

27. Security Agreement. Insofar as any of the property listed herein is deemed to be personal property, in compliance with the provisions of the Uniform Commercial Code as enacted in the State of Utah as it may be amended from time to time (the "UCC"), this Deed of Trust is hereby additionally made and declared to be a security agreement, encumbering such personal property and a fixture filing. Grantor does hereby grant to the Beneficiary a continuing lien and security interest in and to all of said property and all replacements, substitutions, additions and proceeds thereof and all after-acquired property relating thereto. The information contained herein is provided in order that this Deed shall comply with the requirements of the UCC for instruments to be filed as financing statements. The "Debtor" is the Grantor hereunder; the "Secured Party" is the Beneficiary herein, the principal place of business of the Debtor is as set forth on Page 1 of this Deed of Trust. The mailing addresses of the Debtor and Secured Party are as set forth on Page 1 of this Deed of Trust and the types or items of collateral are as described herein, and the Grantor is the record owner of the Land.

28. Removal/Replacement of Trustee. It is hereby expressly covenanted and agreed by all parties hereto that the Lender may, at any time and from time to time hereafter, without notice, appoint and substitute other corporations or persons as Trustee or Trustees hereunder, in place of the Trustee herein named to execute this trust. Upon such appointment, either with or without a conveyance to such substituted Trustee or Trustees by the Trustee herein named, or by any substituted Trustee in case the said right of appointment is exercised more than once, the new and substituted Trustee or Trustees in each instance shall be vested with all the rights, titles, interests, powers, duties and trusts in the premises which are vested in and conferred upon the Trustee herein named; and such new and substituted Trustee or Trustees shall be considered the successors and assigns of the Trustee who is named herein within the meaning of this instrument, and substituted in his place and stead. Such appointment(s) and substitution(s) shall be evidenced by an instrument in writing which shall recite the parties to, and the book and page of record of this deed of trust, and the description of the real property herein described, which instrument, executed and acknowledged by the Lender and recorded in the office(s) of the Clerk of the County Commission of the County wherein the Property is situate, shall be conclusive proof of the proper substitution(s) and appointment(s) of such successor Trustee or Trustees, and notice of such proper substitution(s) and appointment(s) to all parties in interest.

29. Beneficiary. At the time of the execution and delivery of the instruments of debt hereby secured and of this Deed of Trust, the beneficial owner of said debt and the beneficiary of this Deed of Trust is: **Byline Bank, 10 N. Martingale Road, Suite 100, Schaumburg, Illinois 60173.**

30. Grantor's Copy. Grantor acknowledges receipt of a copy of the Note and this Deed of Trust.

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF A SALE OR CONVEYANCE OF THE PROPERTY HEREBY CONVEYED OR ANY PART THEREOF.

(Signature page to follow)

EXECUTED BY GRANTOR.

Mark A. Hiles
Mark A. Hiles, individually

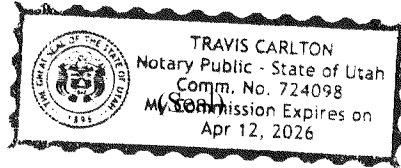
Michelle L. Hiles
Michelle L. Hiles, individually

STATE OF UTAH)
) SS:
COUNTY OF UTAH)

On this 13th day of September, in the year 2022, before me, the undersigned Notary Public, personally appeared **Mark A. Hiles** and **Michelle L. Hiles**, proved on the basis of satisfactory evidence to be the person(s) whose name is/are subscribed to this instrument and acknowledged to me that he/she executed the same for the purposes therein contained.

Witness my hand and official seal.

Travis Carlton
Notary Public
TRAVIS CARLTON
Printed



This instrument prepared by: Scott A. Oliver
LEWIS & KAPPES, P.C.
2500 One American Square
Indianapolis, IN 46282

**EXHIBIT A
LEGAL DESCRIPTION**

The land referred to in this Report is situated in the County of Utah, State of Utah, and is described as follows:

Lot 93, PLAT "C", SPRING CREEK RANCH SUBDIVISION, Lehi, Utah County, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

APN: 66-045-0093

Property more commonly known as 1389 Dragonfly Dr, Lehi, UT 84043

DEED OF TRUST RIDER

DUE ON SALE PROVISION

If Grantor sells, assigns, pledges, mortgages, leases, encumbers, or otherwise transfers or conveys (whether voluntarily or by operation of law) all or any part of its interest in all or any part of the Property, then Grantor shall be in default under this Deed of Trust and Beneficiary shall have the right, in addition to any and all other rights and remedies that may be available to Beneficiary, at Beneficiary's option, to declare the unpaid principal balance of the Note and all accrued interest thereon, together with any and all sums advanced hereunder, immediately due and payable in full without notice.