When Recorded, Mail to:
Paul R. Hatch & Dorothy J. Hatch,
Trustees of the Hatch Family Trust
Dated May 29, 1986
P.O. Box 566
Glendora, CA 91740
FACO ISS AL2019

12974100 4/24/2019 3:07:00 PM \$20.00 Book - 10773 Pg - 3098-3103 RASHELLE HOBBS Recorder, Salt Lake County, UT FIRST AMERICAN NCS BY: eCASH, DEPUTY - EF 6 P.

## TRUST DEED WITH ASSIGNMENT OF RENTS

THIS TRUST DEED is made this 1st day of May 2019, by and between Genessis, LLC, a Utah limited liability company, doing business as Mis Ranchito, as Trustor, whose address is 3600 South State Street, Salt Lake City, Utah; FIRST AMERICAN TITLE COMPANY, as "Trustee", and PAUL R. HATCH AND DOROTHY J. HATCH, TRUSTEES OF THE HATCH FAMILY TRUST DATED MAY 29, 1986, whose mailing address is P.O. Box 566, Glendora, California 91740 as "Beneficiaries";

WITNESSETH: THAT TRUSTOR CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the real property, situated in Salt Lake County, State of Utah, and more particularly described as follows:

#### SEE ATTACHED LEGAL DESCRIPTION

Parcel No.: 16-31-151-055

SUBJECT TO: County and/or City Taxes not delinquent; Bonds and/or Special Assessments not delinquent and Covenants, Conditions, Restrictions, Rights-of-Way, Easements, and Reservations now of Record together with all buildings, fixtures and improvements thereon and all water rights, rights-of-way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon the Beneficiary to collect and apply such rents, issues and profits.

#### THIS TRUST DEED IS GIVEN FOR THE PURPOSE FOR SECURING:

(1) payment of the indebtedness evidenced by the promissory note of even date herewith, in the principal sum of Two Hundred Twenty Thousand and 00/100 Dollars (\$220,000), made by Trustor, payable to the order of Beneficiaries at the times, in the manner, upon the terms and with the interest as therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to Trustor or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed; and (4) the payment of all sums expended or advanced by Beneficiaries under or pursuant to the terms hereof, together with interest thereon as herein provided.

## TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

- 1. To keep said property in good condition and repair; not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- 2. To provide and maintain insurance, of such type or types and amounts as Beneficiaries may reasonably require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiaries with loss payable clauses in favor of and in form acceptable to Beneficiaries. In the event of loss, Trustor shall give immediate notice to Beneficiaries, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiaries instead of to Trustor and Beneficiaries jointly. The insurance proceeds or any part thereof, may be applied by Beneficiaries, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.
- 3. To deliver to, pay for and maintain with Beneficiaries until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiaries may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.
- 4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiaries or Trustee; and should Beneficiaries or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiaries or Trustee.
- 5. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust.
- 6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiaries or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including costs of

evidence of title, employ counsel, and pay his reasonable fees.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of twelve percent (12%) per annum until paid, and the repayment thereof shall be secured hereby.

#### IT IS MUTUALLY AGREED THAT:

- 8. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation, proceeding or damaged by fire, or earthquake, or in any other manner, Beneficiaries shall be entitled to all compensation, damages, awards and other payments or relief therefor and shall be entitled, at its option, to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire or other insurance affecting said property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, rights of action and proceeds as Beneficiary or Trustee may require.
- 9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.
- 10. As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Trust Deed, including the Billboard located on the southeast corner of 1250 West and 200 South, and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

repaid, with accrued interest at twelve percent (12%) per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

- 16. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.
- 17. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.
- 18. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the note secured hereby. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- 19. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.
  - 20. This Trust Deed shall be construed according to the laws of the State of Utah.
- 21. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.
- 22. Trustor may not sell, assign or transfer the property secured hereby without the prior written consent of Beneficiary. In the event Trustor shall so sell, assign or transfer the property secured hereby without the consent of Beneficiary, Beneficiary, at her option, may demand full payment of the Promissory Note secured hereby.

TRUSTOR

Genessis, LLC, a Utah limited liability company

Javier Armenta

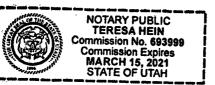
BK 10773 PG 3101

STATE OF UTAH	)	
	: ss	
COUNTY OF SALT LAKE		
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On the 245	day of April	_, 2019, personally appeared before me Javier Armenta,
Manager of Genessis, LLC	C, the signer of the	foregoing instrument, who duly acknowledged to me that
he is authorized to execut	e the same and the	reafter executed the same

My Commission Expires:

Notary Public Residing at 1622 W South Jordan Parken

March 15, 2021



# LEGAL DESCRIPTION

BEG S 0-00'45" E 132.825 FT & S 89-49' W 33 FT FR NE COR OF LOT 14, BLK 16, TEN ACRE PLAT A, BIG FIELD SUR; S 89-49' W 358 FT; S 0-00'45" E 89.925 FT; N 89-49' E 358 FT; N 0-00'45" W 89.925 FT TO BEG. 0.74 AC