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RASHELLE HOBBS
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 6 P.

RECORDED AT THE REQUEST OF:

Joseph A. Skinner
Scalley Reading Bates
Hansen & Rasmussen, P.C.
15 West South Temple, Suite 600
Salt Lake City, Utah 84014

Tax Parcel Identification No. 22-34-126-014

DEED OF TRUST

This Deed of Trust is made this 1st day of May, 2019, by Intramedia Holdings LLC, a Delaware limited liability company as Trustor; whose address is 2263 East Cottonwood Cove Lane, Cottonwood Heights, UT 84121; Joseph A. Skinner, attorney at law, as Trustee; and Robert D. Mitchell and LeeAnn M. Mitchell, or their successors or assigns, as Trustees of the Robert and LeeAnn Mitchell Trust, u/t/a dated August 30, 2004 as amended and restated, whose address is 2208 West Reserve Circle, St. George, Utah 84770, as Beneficiaries.

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

LOT 12, COTTONWOOD COVE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE FO THE SALT LAKE COUNTY RECORDER.

Subject to easements, restrictions and rights of way appearing of record and enforceable in law.

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

FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by a promissory note of even date herewith, signed by Intramedia Holdings LLC, in the principal sum of \$315,000.00, payable to the order of Beneficiaries at the times, in the manner and with interest as set forth therein, and payment of any sums expended or advanced by Beneficiaries to protect this security.

Trustor agrees to pay when due all taxes and assessments on the Property, to pay when due all charges and assessments on water or water stock used on or with the Property, not to commit waste upon the Property, not to convey the Property to any third party, to maintain adequate fire insurance on improvements and on the Property, to pay all costs and expenses of collection (including trustee's and attorney's fees in event of default in payment of the indebtedness secured hereby) and to pay reasonable Trustee's fees for any of the services performed by the Trustee, including reconveyance.

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 set forth above.

Trustor represents and warrants that it is lawfully seized of the Property and has the right, power, and authority to mortgage, grant, convey, and assign the Property, and that the Property is unencumbered, except as shown on the schedule of exceptions to the coverage in the title policy issued to and accepted by Beneficiaries contemporaneously with this deed of trust.

Beneficiaries may take any such actions as it reasonably deems necessary to protect its interest in the Property, but this shall not require Beneficiaries to take any action.

This Instrument is also a security agreement under the Uniform Commercial Code for the Property which, under applicable law, may be subjected to a security interest under the Uniform Commercial Code, whether such Property is owned now or acquired in the future, and

all products and cash and non-cash proceeds thereof (collectively, "UCC Collateral"), and Trustor hereby grants to Beneficiaries a security interest in the UCC Collateral. Trustor hereby authorizes Beneficiaries to prepare and file financing statements, continuation statements, and financing statement amendments in such form as Beneficiaries may require to perfect or continue the perfection of this security interest and Trustor agrees, if Beneficiaries so request, to execute and deliver to Beneficiaries such financing statements, continuation statements and amendments. Trustor shall pay all filing costs and all costs and expenses of any record searches for financing statements and/or amendments that Beneficiaries may require. Without the prior written consent of Beneficiaries, Trustor shall not create nor permit to exist any other lien or security interest in any of the UCC Collateral.

The occurrence of any one or more of the following is an event of default:

1. Trustor's failure to make any payment under the promissory note, or for any default on the promissory note;
2. Trustor's fraud or material misrepresentation or omission by regarding this deed of trust, the promissory note, the mutual release agreement, or any other related matter;
3. Forfeiture, condemnation, foreclosure, default, or other action taken by anyone against Trustor or the Property that may result in the loss or impairment of this deed of trust;
4. Trustor's failure, in any respect, to perform any obligation under this deed of trust, the promissory note, the mutual release agreement, or any other related document;
5. Trustor's assignment, transfer, or sale of the Property;

6. Trustor's bankruptcy;
7. Trustor's death or becoming incompetent.
8. Trustor's action taken to revoke or dispute the validity of the deed of trust, the promissory note, the mutual release agreement, or any other related document.

In the event of default, Beneficiaries may, regardless of the adequacy of Beneficiaries' security or the solvency of Trustor and even in the absence of waste, enter upon and take and maintain full control of the Mortgaged Property in order to perform all acts that Beneficiaries, in their sole and absolute discretion, determine to be necessary or desirable for the operation and maintenance of the Property, including the execution, cancellation, or modification of Leases, the collection of all Rents, the making of repairs to the Property, and the execution or termination of contracts providing for the management, operation, or maintenance of the Property. If Beneficiaries elect to seek the appointment of a receiver for the Property at any time after an event of default has occurred, Trustor, by its execution of this Deed of Trust, expressly consents to the appointment of such receiver, including the appointment of a receiver *ex parte*. Beneficiaries of the receiver, as the case may be, shall be entitled to receive a reasonable fee for managing the Property. Immediately upon appointment of a receiver or immediately upon the Beneficiaries entering upon and taking possession and control of the Property, Trustor shall surrender possession of the Property to Beneficiaries or the receiver, as the case may be, and shall deliver to Beneficiaries or the receiver, as the case may be, all documents, records (including computer files and other records on electronic or magnetic media), accounts, surveys, plans, and specifications relating to the Property and all security deposits and prepaid rents. In

the event Beneficiaries take possession and control of the Property, Beneficiaries may exclude Trustor and its representatives from the Property.

Each right and remedy provided in this deed of trust is distinct from all other rights or remedies, and each shall be cumulative and may be exercised concurrently, independently, or successively, in any order.

The promissory note or partial interest in it (with its security) may be sold without prior notice to Trustor. Further, there may be changes in the servicer at any time, but Trustor will be given notice of this.

Each person signing this Agreement warrants that he or she is fully vested with the appropriate authority to do so.

This Agreement shall be binding in all respects upon, and shall inure to the benefit of, the heirs, successors, and assigns of the parties. The laws of the state of Utah shall govern this Agreement. This Agreement shall not be modified except in writing signed by the parties.

No term or condition of this Agreement shall be deemed to have been waived, neither shall there be an estoppel against the enforcement of any provision of this Agreement, except by a written document signed by the party charged with the waiver or estoppel. No waiver or estoppel shall be deemed a continuing waiver or estoppel unless specifically stated, and shall only apply to the specific term or condition waived or estopped.

Any action brought by a party to this Agreement for a claim based on this Agreement must be brought in the jurisdiction of the state and federal courts in Salt Lake County, Utah, and all parties expressly consent to personal jurisdiction thereof.

The parties have participated jointly in the negotiation and drafting of this deed of

