

After Recording Return To:
Vine Street Partners, LLC
5872 South 900 East, Suite 190
Murray, Utah 84121

13160346
12/31/2019 11:51:00 AM \$40.00
Book - 10879 Pg - 9658-9665
RASHELLE HOBBS
Recorder, Salt Lake County, UT
NATIONAL TITLE AGCY OF UT INC
BY: eCASH, DEPUTY - EF 8 P.

_____ [Space Above This Line For Recording Data] _____

DEED OF TRUST

Date: December 30, 2019

Grantor: DBS Murray, LLC ("Grantor")

Grantor's Mailing Address:

3383 N Orchard Dr
Bountiful, UT 84010

Trustee: Chicago Title Insurance Company, Inc.

Trustee's Mailing Address:

601 Riverside Avenue
Jacksonville, FL 32204

Lender: Vine Street Partners, LLC ("Lender")

Lender's Mailing Address:

5872 S 900 E, #190
Murray, UT 84121

Note: Two Promissory Notes signed by Grantor and dated December 30, 2019 for \$1,650,000 and \$1,000,000 plus interest respectively (the "Notes"). Maturity dates of the Notes are January 31, 2030 and May 1, 2020, respectively.

Property: 5872 S 900 E, Murray, UT 84121
22-17-327-004-0000 (the "Property")
As more expressly described upon Exhibit "A" attached hereto.

THIS DEED OF TRUST is made on the above referenced date by Grantor in favor of Trustee, for the benefit of Lender.

{00470222.DOC /}

IT IS HEREBY AGREED:

This Deed of Trust secures to Lender: (i) the repayment of the Notes, and all renewals, extensions and modifications of the Notes; and (ii) the performance of Grantor's covenants and agreements under this Deed of Trust and the Notes. For this purpose, Grantor irrevocably grants, conveys and warrants to Trustee, in trust, with power of sale, the property referenced above together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

On payment in full of the Notes and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Lender's expense. In the event that a refinance by Grantor to pay the Notes in full requires a simultaneous release of this Deed of Trust, Lender agrees to cooperate in a simultaneous release.

A. Grantor's Obligations

Grantor agrees to:

1. keep the Property in good repair and condition;
2. pay all taxes and assessments on the Property before delinquency;
3. defend title to the Property subject to the any exceptions or encumbrances existing at the time of transfer of the Property from Lender to Grantor and preserve the lien's priority as it is established in this Deed of Trust;
4. maintain all insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lender reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Lender, and deliver evidence of the Required Insurance Coverages in a form acceptable to Lender at least ten (10) days before the expiration of the Required Insurance Coverages;
5. obey all laws, ordinances, and restrictive covenants applicable to the Property;
6. keep any buildings occupied as required by the Required Insurance Coverages;
7. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments except the existing Deed of Trust for which Ameritas Life Insurance is the beneficiary;
8. abide by all of the covenants, terms and conditions of the Trustor in that certain Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filings Statement with Vine Street Partners, LLC as Trustor and Ameritas life Insurance Corporation as Beneficiary recorded as Entry no. 13146253 in Book 10872 Pages 512-542 with the Salt Lake County Recorder (the "Ameritas Loan") the

same as if Grantor had executed the same as the Trustor under the Ameritas Loan documents. Grantor's default of the provisions of the Ameritas Loan shall constitute a default of this Deed of Trust.

9. notify Lender of any change of address; and

10. furnish to Lender, before taxes become delinquent, copies of paid tax receipts showing that all taxes and assessments on the property have been paid.

11. should Grantor fail to make any payment or to do any act as herein provided, then Lender or Trustee, but without obligation to do so and without notice to or demand upon Grantor and without releasing Grantor 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, Lender 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 Lender or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgement 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 cost of evidence of title, employ counsel, and pay reasonable legal fees.

B. Lender's Rights and Obligations

1. If the proceeds of the Notes are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.

2. When the Notes is paid in full, Lender agrees to cause or assist in the releasing of this Deed of Trust.

3. Lender may apply any proceeds received under the property insurance policies covering the Property either to reduce the Notes obligation or to repair or replace damaged or destroyed improvements covered by the policy.

4. Notwithstanding the terms of the Notes to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Notes or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Notes, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.

5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Notes for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

6. If there is a default on the Notes or the Ameritas Loan or if Grantor fails to perform any of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may--

- a. declare the unpaid principal balance and earned interest on the Notes immediately due;
- b. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Utah law as then in effect; and
- c. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.

7. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

C. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will:

1. either personally or by agent give notice of the foreclosure sale as required by Utah law as then in effect;
2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;
3. from the proceeds of the sale, pay, in this order--
 - a. expenses of foreclosure, including a reasonable commission to Trustee;
 - b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and
 - d. to Grantor, any balance; and
4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

D. General Provisions

1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

2. Recitals in any trustee's deed conveying the Property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended, or part of the Property is released.
5. If any portion of the Notes obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.
6. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.
7. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.
8. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.
9. If Grantor transfers any part of the Property without Lender's prior written consent, Lender may declare the Notes immediately payable and invoke any remedies provided in this deed of trust for default.
10. When the context requires, singular nouns and pronouns include the plural.
11. The term *Notes* includes all extensions, modifications, and renewals of the Notes and all amounts secured by this deed of trust.
12. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.
13. Grantor and each surety, endorser, and guarantor of the Obligation waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

14. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.

15. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.


16. Grantor represents that this deed of trust and the Notes are given for the following purposes:

The debt evidenced by the Notes is in part payment of the purchase price of the Property; the debt is secured both by this deed of trust and the Guaranty of the Grantor.

(Signature Page to Follow)

DBS Murray LLC,
a Utah limited liability company

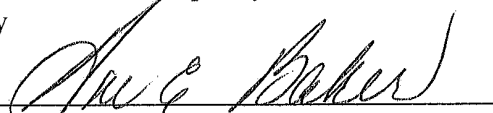
BY: DBS Holdings, LLC,
a Wyoming limited liability company
its Sole Member


By: Brandy Stubbs
Its: Manager

STATE OF UTAH

COUNTY OF SALT LAKE

On the 30th day of December, 2019, personally appeared before me Brandy Stubbs, who being by me duly sworn, did say, that she is the Manager of DBS Holdings, LLC, a Wyoming **Limited Liability Company**, the limited liability company that executed the within instrument, which limited liability company is the Sole Member of DBS Murray LLC, a Utah limited liability company which Brandy Stubbs acknowledged to me that said DBS Holdings, LLC, a Wyoming **Limited Liability Company** executed the within instrument in its capacity as the Sole Member of DBS Murray LLC, a Utah limited liability company



Notary Public - State of Utah
Notary's Printed Name:

1-24-20

My Commission Expires:

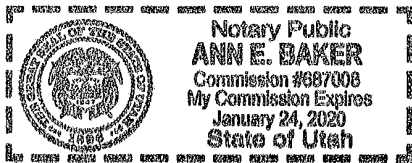


EXHIBIT "A"

PROPERTY DESCRIPTION

PARCEL 1:

Beginning at a point on the West line of 900 East Street, said point being South 0°14'30" West along said 900 East Street Monument line (basis of bearing) 67.70 feet and North 89°45'30" West 53.00 feet from a brass cap monument at the intersection of 900 East Street and Vine Street, said point also being North 1812.871 feet and East 1689.686 feet from the Southwest corner of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 0°14'30" West along the West line of said 900 East Street 129.832 feet; thence North 89°33'40" West 247.344 feet to the point on the East line of Forest Creek Planned Unit Development as recorded in the office of the Salt Lake County Recorder; thence North 0°09'16" East along said East line 164.712 feet to the point on the South line of Vine Street; thence South 89°33'40" East along said South line 212.715 feet to a point of curvature; thence Southerly along the arc of a 35.00 foot radius curve to the right, through a central angle of 89°48'10" a distance of 54.857 feet to the point of beginning.

PARCEL 2:

Easement for ingress and egress over and through as described in that certain Right-of-Way and Easement Grant and Reservation recorded March 22, 1994 as Entry No. 5771580 in Book 6899 at Page 832 of Official Records.