

Ent 1327627 Bk 2358 Pg 0108  
Date 02-Sep-2022 04:23PM Fee \$40.00  
Devron Andersen, Rec. - Filed By MNL  
Cache County, UT  
For COTTONWOOD TITLE INSURANCE AGENCY, INC.  
Electronically Submitted by Simplifile

WHEN RECORDED MAIL TO:

Ostler Holding Limited Company of Utah  
6616 West 10760 North  
Highland, UT 84003

File No.: 161929-KAP

### TRUST DEED

With Power of Sale and Assignment of Rents

THIS TRUST DEED, dated September <sup>2<sup>ND</sup></sup>, 2022, between **RKF Hyrum, LLC, a Utah limited liability company**, as Trustor(s), whose address is 1835 South Hwy 89, Perry, UT 84302 **Cottonwood Title Insurance Agency, Inc.** a Utah Corporation as Trustee\*, and Ostler Holding Limited Company of Utah of 6616 West 10760 North, Highland, UT 84003, as BENEFICIARY;

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property, situated in Cache County, State of Utah:

See Exhibit A attached hereto and made a part hereof

**TAX ID NO.: 01-003-0070** (for reference purposes only)

\*NOTE: Trustee must be a member of the Utah State Bar; a bank, building and loan association or savings and loan association authorized to do such business in Utah; a corporation authorized to do a trust business in Utah; or a title insurance abstract company authorized to do such business in Utah.

TOGETHER with all buildings, fixtures, and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, franchises, 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 Beneficiary to collect and apply such rents, issues, and profits;

FOR THE PURPOSE OF SECURING (1) Payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of **\$600,000.00 (Six Hundred Thousand Dollars And No/100)**, made by Trustor, payable to the Beneficiary or order at the times, in the manner and with 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 all sums which shall hereafter be advanced by the Beneficiary to the Trustor by way of additional loan or loans, and to secure any and all indebtedness of any kind whatsoever from the Trustor to the Beneficiary hereafter expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided. PROVIDED, HOWEVER, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary and PROVIDED FURTHER that it is the express intention of the parties to this Trust Deed that it shall stand as continuing security until all such further loans, advances and expenditures together with interest thereon, have been paid in full.

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


ACCOMMODATION RECORDING ONLY.  
COTTONWOOD TITLE INSURANCE AGENCY,  
INC. MAKES NO REPRESENTATION AS TO  
CONDITION OF TITLE. NOR DOES IT ASSUME  
ANY RESPONSIBILITY FOR VALIDITY,  
SUFFICIENCY OR EFFECTS OF DOCUMENT.

12. In the event suit is instituted to effect foreclosure of this Trust Deed the Trustee and/or Beneficiary shall as a matter of right and without regard to the sufficiency of the security or of waste or danger of misapplication of any of the property of the Trustor, be entitled forthwith to have a receiver appointed of all the property described in this Trust Deed, and the Trustor hereby expressly consents to the appointment of a receiver by any court of competent jurisdiction and expressly stipulates and agrees that such receiver may remain in possession of the property until the final determination of such suit or proceedings. Trustor hereby expressly consents to the appointment of Beneficiary as such receiver.
13. 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 as provided by law.
14. 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 so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
15. 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.
16. This Trust Deed shall be construed according to the laws of the State of Utah.
17. 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.
18. The Trustor acknowledges that full disclosure has been made of the terms of the loan and the finance charge as required by Federal and State law and acknowledges receipt of a copy of such disclosure statements together with copies of the promissory note and trust deed.

RKF Hyrum, LLC, a Utah limited liability company

BY: RKF Properties, LLC, a Utah limited liability company  
ITS: Managing Member

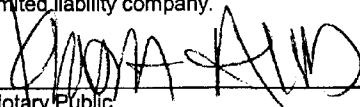
BY:

  
\_\_\_\_\_  
Ryan W. Forsyth  
Managing Member

STATE OF UTAH

COUNTY OF DAVIS

On this 2<sup>nd</sup> day of September, 2022, before me, personally appeared Ryan W. Forsyth, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of RKF Hyrum, LLC, a Utah limited liability company.

  
\_\_\_\_\_  
Notary Public



**EXHIBIT A**

PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 10 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 165, SAID POINT BEING SOUTH 00°00'06" EAST 215.44 FEET FROM A MONUMENT IN THE INTERSECTION OF SAID HIGHWAY NO. 165 AND 5400 SOUTH STREET ALONG A LINE BETWEEN TWO FOUND CITY STREET MONUMENTS IN SAID HIGHWAY NO. 165 BEING SOUTH 00°00'06" EAST 764.50 FEET APART AND NORTH 89°59'54" EAST 50.25 FEET FROM SAID INTERSECTION MONUMENT; THENCE SOUTH 89°59'54" EAST 264.00 FEET; THENCE SOUTH 00°00'06" WEST 106.00 FEET; THENCE NORTH 89°59'54" WEST 264.00 FEET TO SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 00°00'06" EAST ALONG SAID RIGHT-OF-WAY LINE 106.00 FEET TO THE POINT OF BEGINNING.