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RASHELLE HOBBS
Recorder, Salt Lake County, UT
LEGENDS TITLE LLC
BY: eCASH, DEPUTY - EF 11 P.

Prepared By:

| San Juan Financial
| 13409 Dairy Lane
| Draper, UT 84020 |

| **After Recording Return To:**

| San Juan Financial
| 13409 Dairy Lane
| Draper, UT 84020

COURTESY RECORDING

| This document is being recorded solely
| as a courtesy and as an accommodation
| only to the parties name therein.
| Legends Title LLC
| hereby expressly disclaims any
| responsibility or liability for the
| accuracy therein.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

THIS DEED OF TRUST (the "Trust") dated February 05, 2021, is made by and between:

Pyramid Auto Sales Inc of 4565 W 3500 S, West Valley City, Utah 84120 (the
"Borrower")

-AND-

San Juan Financial of 13409 Dairy Ln, Draper, Utah 84020 (the "Lender")

-AND-

Legends Title, LLC. (the "Trustee")

-AND-

Miguel Alpizar of Utah, 4565 w 3500 s, West Valley 84120 (the "Guarantor")

WITNESSETH:

—
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THAT FOR AND IN CONSIDERATION OF the sum lent to the Borrower by the Lender, in the amount of \$250,000.00 U.S. Dollars (the "Principal Amount") as evidenced by the promissory note (the "Note") dated November 02, 2018, the receipt of which the Borrower does hereby acknowledge itself indebted, the Borrower **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST,** the following described real property (the "Property"), located at 4565 W 3500 s in the County of Salt Lake County, State of Utah, with the following legal description:

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 will also be covered by this Trust.

BORROWER COVENANTS that Borrower is the legal owner of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower further warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

To Protect the Security of this Deed of Trust, the parties do hereby agree as follows:

TERMS RELATING TO PAYMENT

1. PROMISE TO PAY. The Borrower, for value received, promises to pay to the Lender the Principal Amount, interest and all fees and costs on the terms outlined in this Trust or in any amendment, extension, or renewal of the Trust and any additional amounts secured by this Trust on the terms elsewhere provided for such debts and liabilities.

2. INTEREST. The Borrower agrees to pay the Principal Amount with interest before and after maturity and before and after default at the rate of 12 percent (the "Interest Rate"). The Interest Rate will be calculated from the date this Trust begins on _____ (the "Adjustment Date") and accrues until the whole of the Principal Amount is paid. The Loan will be repaid on the following terms:

a. The Principal Amount with interest will be repaid in consecutive monthly installments of \$3,147.77.

b. The Adjustment Date for this Trust is _____;

c. The balance, if any, of the Principal Amount and any interest thereon and any other moneys owed under this Trust will be due and payable on December 02, 2025 (the "Maturity Date").

3. PAYMENT LOCATION. The Borrower will make payments to

_____, _____, _____,
or at such other place as may be designated by Lender at a later date.

4. OBLIGATION TO PAY. The Borrower agrees to pay all moneys payable pursuant to this Trust and all additional amounts secured by this Trust without abatement, set-off or counterclaim. Should the Borrower make any claim against the Lender either initially or by way of abatement, set-off or counterclaim, the Borrower agrees that any such claim will not reduce or postpone their obligation to make all payments as provided by this Trust.

5. APPLICATION OF PAYMENTS. All payments paid by the Borrower and received by the Lender will first be applied in payment of the interest calculated at the Interest Rate, and second in payment of the Principal Amount. Such payments will be applied in the order in which it became due. However, if the Borrower defaults on payment, then the Lender will have the right to apply

any payments received while in default as the Lender so chooses.

6. PREPAYMENT PRIVILEGES. When not in default, the Borrower may prepay, without penalty, all or a portion of the Principal Amount and Interest earlier than it is due (i.e., make payment prior to the time that it is due). Partial prepayment will not postpone the due date of any subsequent payment or change the payment amount, unless the Lender otherwise agrees in writing. Rather, prepayments will first be applied to the interest calculated at the Interest Rate, and second to the Principal Amount.

7. ADDITIONAL CHARGES AND ENCUMBRANCES. The Borrower must pay all taxes, assessments, charges, fines, and all other impositions attributable to the Property

and all trusts, liens, and other encumbrances on the Property. To the extent that these items are Escrow Items, the Borrower will pay them in the manner provided in Section 4.

8. RELEASE AND RECONVEYANCE. Upon payment of all sums secured by this Trust, including the Principal Amount and interest, the Lender will request the Trustee to reconvey the Property and must surrender this Trust and the Note evidencing debt secured by this Trust to Trustee. Trustee must reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons will pay any recordation costs. The Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

9. PROPERTY INSURANCE. The Borrower must keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which the Lender requires insurance. The insurance carrier providing the insurance will be chosen by the Borrower. However, the Lender will have the right to disapprove the Borrower's choice, which right may not be unreasonable.

If the Borrower fails to maintain any of the coverage's described above, then Lender may obtain insurance coverage, at Lender's discretion and Borrower's expense. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of the insurance that the Borrower could have obtained. However, any amounts paid by Lender will become additional debt of the Borrower and secured by this Trust. The amounts paid by the Lender will bear interest at the Interest Rate from the date of payment and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies must include a standard mortgage and/or trust clause and will name Lender as mortgagee and/or as an additional loss payee, stating that any loss is payable to the Lender. Borrower further agrees to generally assign rights to insurance proceeds to the Lender up to the

amount of the outstanding loan balance. If, at the request of the Lender, Borrower will provide Lender (a) a copy of the insurance policy; (b) all receipts of paid premiums and renewal notices.

In the event of loss, the Borrower must give prompt notice to the insurance carrier and to the Lender. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds must be applied to restoration or repair of the Property, if the restoration or repair is economically feasible. If the restoration or repair is not economically feasible, the insurance proceeds will be applied to the remainder of this Trust, whether or not the balance of the Trust is then due, with the excess, if any, paid to the Borrower.

10. OCCUPANCY, MAINTENANCE, AND REPAIR. The Borrower will occupy, establish, and use the Property as Borrower's principal business residence after the execution of this Trust. The Borrower will not allow the Property to become vacant without the written consent of the Lender. The Borrower will not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not the Borrower is residing at the Property, the Borrower will maintain the Property in order to prevent the Property from deteriorating or decreasing value due to its condition. Unless repair or restoration is not economically feasible, Borrower will promptly make all necessary repairs, replacements, and improvements to avoid any further deterioration or damage. The Lender may, whenever necessary, make reasonable entries upon and inspections of the Property. If the Borrower neglects to maintain the Property in good condition or allows the Property to deteriorate resulting in decreased property value, the Lender will have the right to make such repairs and improvements as it considers necessary to maintain the Property.

11. HAZARDOUS SUBSTANCES. The Borrower will not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on the Property. Hazardous substances include pollutants, wastes, and those substances defined as toxic or hazardous substances by environmental law, as well as the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. Furthermore, the Borrower will not, nor allow anyone else to do, anything affecting the Property involving any hazardous substances that would materially affect the value of the Property. The Borrower will promptly take all necessary remedial actions under federal, state, and local laws regarding hazardous substances.

12. GUARANTEE. Each person or entity signing or joining in this Trust as a Guarantor, Covenantor, or Co-signer agrees to the following terms:

a. Guarantor covenants and agrees that all obligations and liability under this Trust will be joint and several. Additionally, where there is more than one Guarantor, each Guarantor will be jointly and severally liable to the other Guarantor(s) and Borrower.

b. The Guarantor is bound to fulfill the terms and conditions of this Trust, provided the Borrower, as principal debtor, fails to do so;

c. The Guarantor guarantees full performance and release of all the Borrower's obligations

under this Trust;

d. If the Guarantor assumes the Borrower's obligations under this Trust, the Guarantor will also obtain all of the Borrower's rights and benefits under this Trust;

e. The Guarantor must indemnify and hold harmless the Lender against all claims, damages, and payments, or loss which might arise or have arisen from the failure of the Borrower and/or Guarantor to pay the amounts owed under this Trust;

f. The Lender will have the choice to proceed against the Guarantor before proceeding against the Borrower to enforce any obligations due under this Trust in the event of default. Furthermore, any enforcement against such obligations can take place before, after, or during any enforcement of the Borrowers debts and/or obligations under this Trust;

g. The Lender can, without the consent or approval of the Guarantor, modify and/or amend the Interest Rate, the Principal Amount and any other term of the Trust or any obligation secured under this Trust. Furthermore, any amendment or modification of the Trust will not release or lessen the liability of the Guarantor;

h. The Guarantor will be bound and subject to any and all changes, modifications, variations, and amendments made to this Trust, regardless of whether such changes were made with or without the consent or approval of the Guarantor;

i. The Guarantor has read this Section and is aware of and fully agrees with its terms and in particular, the terms of this Section.

j. The Lender will serve notice to the Guarantor and any notice will be provided in same manner as provided in the Notice Section as outlines in this Trust.

DEFAULT AND REMEDIES

13. DEFAULT. The Borrower will be considered in default under the terms of this Trust if any of

the following conditions are met:

a. The Borrower fails to pay the sum of the Principal Amount, interest, or any other amounts due under this Trust.

b. The Borrower fails to perform or comply with any of the terms and conditions or any obligations or responsibilities due under this Trust.

c. The Borrower has given or made, at any time during the loan process, any materially false, misleading, or inaccurate information or statements to the Lender or any other party under this Trust in connection with the loan.

- d. If any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Trust.
- e. If a lien is registered against the Property, or if default occurs under any other lien or encumbrance existing against the Property;
- f. The Borrower abandons or fails to occupy the Property.
- g. The Property or any material part of the Property is expropriated.

14. ACCELERATION. If at any time the Borrower should be in default under this Trust, the Lender must give notice to the Borrower. The notice must specify: (a) the default; (b) the action required to cure the default (if allowable); (c) a date, not less than 30 days from the date of the notice, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Trust and sale of the Property. If the default is not curable and/or if the default is not cured on or before the date specified in the notice, the Lender at its option may require immediate payment in full of all sums, including the Principal Amount, interest, and all other amounts secured by this Trust. If the default is cured, the Trust will be reinstated. If the default is not cured, the Lender can bring suit in the court which has jurisdiction to foreclose the lien of this Trust judicially and/or obtain judgment on the Note which it secures.

The Lender will at all times retain the right to require immediate payment in full in the event of default. Any forbearance on the part of the Lender upon default, which includes but is not limited to acceptance of late payment, acceptance of payment from third parties, or acceptance of payments less than the amount due, will not constitute a waiver to enforce acceleration on default.

15. PROTECTION OF LENDER'S INTEREST. If at any time the Borrower fails to perform the covenants and agreements under this Trust, or if there is a legal proceeding that significantly affects the Lender's interest in the Property, or if the Borrower has abandoned the Property, then the Lender may do and pay for whatever is reasonable or appropriate to protect the Lender's interest in the Property and/or rights under this Trust, which includes, but is not limited to:

- a. Paying any sums secured by a lien which has priority over this Trust; b. Appearing in court;
- c. Paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Trust; and

d. Paying for reasonable costs to repair and maintain the Property.

The Lender will at all times retain the right to take action under this Section. However, the Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that the Lender will not incur any liability for not taking any or all actions to perform such tasks.

Furthermore, any amounts paid by the Lender will become additional debt of the Borrower secured by this Trust.

16. REMEDIES. The Lender will have the right to invoke all remedies permitted under Applicable Law, whether or not such remedies are expressly granted in this Trust, including but not limited to any foreclosure proceedings.

If the Lender invokes the power of sale, the Trustee will execute a written notice of the occurrence of an event of default and of the Lender's decision to sell the Property. The Lender or Trustee will mail copies of the notice to the Borrower and Guarantor and will also give public notice of sale in the manner provided by Applicable Law. After the time required by Applicable Law, the Trustee will sell the Property at a public auction to the highest bidder at the time and place and under the terms designated by the Trustee in the notice of sale. The Trustee may postpone sale of the Property by public announcement at the time and place of any previously scheduled sale. Furthermore, the Lender or its designee may purchase the Property at any sale.

MISCELLANEOUS TERMS

17. GOVERNING LAW. This Trust will be construed in accordance with the laws of the state of Utah ("Applicable Law"). Applicable Law will include all controlling applicable federal, state and local statutes. All rights and obligations under this Trust are subject to any requirements and limitations of Applicable Law.

18. SEVERABILITY. If any portion of this Trust will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Trust is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

19. JOINT SIGNATURES. If the Borrower is more than one person or legal entity, each Borrower who signs this Trust will be jointly and severally bound to comply with all the obligations and liabilities of the other Borrower(s).


20. STATUTORY PROVISIONS. The provisions contained in this Trust are additional and supplemental, to the extent permitted by law, to the provisions set out in the Applicable Law as they relate to trusts.

23. SUBSTITUTE TRUSTEE. The Lender may, at its option, from time to time appoint a successor Trustee by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the property is located. The instrument will contain the name of the original Lender, Trustee, and Borrower, the book and page where this Trust is recorded and the name and address of the successor Trustee. Without conveyance of the Property, the successor trustee will succeed to all the title, powers and duties of the Trustee.

24. NOTICE. All notice given by either party in connection with this Trust must be in writing. Notice will be considered sufficient when mailed by first class or certified mail to the address of the recipient. The recipient's address will be the property address as stated under this Trust unless another address has been designated. If there is a change of address by any party, that party must promptly notify all parties under this Trust of the change of address. Any notice will be considered effective on the same day that it was sent, unless the day falls on a national holiday, Saturday, or Sunday, in which case, the next business day will be considered as the day of receipt.

IN WITNESS WHEREOF this Trust has been executed by the Borrower and Guarantor in the manner prescribed by law as of February 05, 2021 as stated above.

Borrower:

By:  Date: 6/15/2021 Pyramid
Auto Sales Inc

Guarantor:

By:  Date: 6/15/2021 Miguel
Alpizar

[Notary Acknowledgment to Follow]

State of Utah

County of Salt Lake

On the 15th day of June, 2021, personally appeared before me Miguel Alpizar, who being by me duly sworn, did say that she is the President of Pyramid Auto Sales Inc, and that said instrument was signed in behalf of said Corporation by authority of its by laws (or by a resolution of its board of directors) and said Miguel Alpizar acknowledged to me that said corporation executed the same.





Notary Public

State of Utah

County of Salt Lake

On the 15th day of June, 2021, personally appeared before me Miguel Alpizar the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.





Notary Public

Exhibit "A"

Legal Description

Beginning at a point which is North 89.56'19" East 1470.49 feet and South 0°03'07" East 178.00 feet from the Northwest corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence South 0°03'07" East 436.02 feet to the center of a canal; thence South 70° East 124.01 feet along center of said canal; thence North 0°03'05" West 478.56 feet; thence South 89.56'19" West 116.5 feet to the point of beginning.

Less and Excepting therefrom any portion of land conveyed in that certain Tax Deed recorded July 7, 2016 as Entry No. 12315833 in Book 10449 at Page 8844 of Official Records, being more particularly described as follows:

Beginning 1083 feet West and 603.36 feet South from North Quarter Corner Section 31, Township 1 South, Range 1 West, Salt Lake Meridian, East 30 feet, South 49.64 feet; Northwesterly to a point due South from Beginning; North to beginning.

and;

Commencing at the center line of that North Jordan Canal, which is 96.181 rods East and 662 feet South from the Northwest corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North 662 feet, more or less, to the center line of 3500 South Street; thence East 125 feet; thence South 702 feet, more or less, to the center line of the North Jordan Canal; thence Northwesterly 132 feet, more or less, to the point of beginning.

Less and Excepting Therefrom any portion of land conveyed to West Valley City as contained in that certain Warranty Deed recorded March 18, 2010 as Entry No. 10916945 in Book 9811 at Page 4366 of Official Records, being more particularly described as follows:

Beginning at a point which is 96.181 rods East from the Northwest corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence East 125.00 feet along the section line and along the centerline of 3500 South Street; thence South 40.00 feet along the East boundary of grantor's property; thence West 125.00 feet to the West boundary of grantor's property; thence North 40.00 feet along said West boundary to the point of beginning.

and;

Beginning 1083 feet West and 603.36 feet South from North Quarter Corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian, East 30 feet, South 49.64 feet; Northwesterly to a point due South from beginning; North to beginning.

Tax ID No.: 15-31-126-137