COURTESY RECORDING

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Matthew G Sneyd 5143 S Chinook Way Murray, UT 84107 13985900 B: 11356 P: 9044 Total Pages: 4
07/15/2022 02:30 PM By: sarvizo Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: VANGUARD TITLE INSURANCE AGENCY, LLC - UNION PA
6925 S UNION PARK CTR STE 400MIDVALE, UT 840476001

DEED OF TRUST

(Salt Lake County Tax Parcel No. 08354560090000, 08354560100000, 08354560110000, 08354560120000, 08354560130000, 08354560140000)

THIS DEED OF TRUST ("<u>Trust Deed</u>") is made as of July 14, 2022, between La Jolla Pacific Investments, LLC, a California limited liability company, as Trustor ("<u>Trustor</u>"), whose address is c/o Michael C. Stettner 1200 Melody Lane, Suite 110 Roseville, CA 95678; Paxton R. Guymon, Esq., an attorney licensed to practice law in the State of Utah, as trustee ("<u>Trustee</u>"), whose address is 10610 South Jordan Gateway #200, South Jordan, Utah 84095; and Matthew Sneyd & Henry Jason Winkler, an individual, as beneficiary ("Beneficiary"), whose address is 5143 S Chinook Way, Murray, UT 84107.

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created the receipt of which is hereby acknowledged, Trustor hereby irrevocably conveys and warrants to Trustee, in trust, with power of sale, for the benefit and security of Beneficiary, Trustor's interest in and to the real property, situated in Salt Lake County, Utah, described on Exhibit "A" hereto (the "Property").

TOGETHER WITH all buildings, fixtures and improvements thereon, rights of way, easements, rents, issues, profits, income, and appurtenances thereunto belonging, now or hereafter used or enjoyed with the Property, or any part thereof. The entire estate, Property and interest hereby conveyed to Trustee may be referred to collectively as the "Trust Estate."

This Trust Deed is given for the purpose of securing: (1) payment of the indebtedness and satisfaction of the other obligations set forth in that certain Promissory Note in the original principal amount of \$600,000.00, of even date herewith; and (2) the performance of each agreement and covenant of Trustor herein contained.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this Trust Deed, is authorized to accept as true and conclusive all facts and statements in such affidavit, and to act upon such affidavit hereunder.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR COVENANTS AND AGREES AS FOLLOWS:

- 1. <u>Maintenance; Repair</u>. To keep the Trust Estate in good condition and repair.
- 2. <u>Beneficiary's Powers</u>. At any time and from time to time upon written request of Beneficiary, without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may 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.

- 3. <u>Time of the Essence; Default; Acceleration</u>. Time is of the essence hereof. Upon default by Trustor in the payment of the Note, the full amount of the Note shall immediately become due and payable, and the power of sale herein conferred may be exercised in accordance with Utah Code Ann. § 57-1-1 et seq.
- 4. <u>Insurance</u>. Trustor shall maintain hazard/property insurance on the Property of at least the full replacement value of the improvements on the Property and shall name Beneficiary as an additional insured on said insurance policy at all times that sums are owed to Beneficiary under the Promissory Note secured by this Trust Deed.
- 5. <u>Successor Trustee</u>. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the Salt Lake County Recorder 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.

1.

- 6. <u>Successors and Assigns</u>. 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. The term "Beneficiary" shall mean the owner and holder, including any pledgee or assignee of the Note. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- 7. <u>Acceptance of Trust</u>. 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 a 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.
- 8. Governing Law. This Trust Deed shall be governed by the laws of the State of Utah.

TRUSTOR:

La Jolla Pacific Investments, LLC, a California limited liability company

Michael C. Stettner, Manager/Member

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual

who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California County of
On July 14, 2022 before me, Laura Orozco Notary Public
(insert name and title of the officer)
personally appeared Michael C. Stettner who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. LAURA OROZCO Notary Public - California Placer County Commission # 2402448 My Comm. Expires Apr 28, 2026 Signature (Seal)

EXHIBIT "A"Legal Description

Legal Description 1:

COM 1 FT W & 38.75 FT S OF NW COR LOT 2 BLK 57 PLAT C SLC SUR E 124 FT S 41.25 FT W 124 FT N 41.25 FT TO BEG 5667-1437,1441,1443 10714-1959

Legal Description 2:

COM 1 FT W & 80 FT S OF NW COR LOT 2 BLK 57 PLAT C SLC SUR E124 FT S 41.25 FT W 124 FT N 41.25 FT TO BEG 7136-1479 7155-0327 9335-4839 10948-6226

Legal Description 3:

COM 451.25 FT S FR NW COR LOT 7, BLK 57, PLAT C, SLC SUR; E 123 FT; S 41.25 FT; W 124 FT; N 41.25 FT; E 1 FT TO BEG 4537-1065 5685-0729 09839-0787 10714-1941 11094-6003

Legal Description 4:

COM 1 FT W & 81 FT N OF SW COR LOT 2 BLK 57 PLAT C SLC SUR N86.5 FT E 124 FT S 86.5 FT W 124 FT TO BEG 5551-1483 5578-2506 5706-2554 09839-0790 10714-1939 11094-6003

Legal Description 5:

COM 1 FT W OF SW COR LOT 2 BLK 57 PLAT C SLC SUR N 81 FT E 67 FT S 81 FT W 67 FT TO BEG 6533-2092 9522-2929,2927

Legal Description 6:

COM 66 FT E OF SW COR LOT 2 BLK 57 PLAT C SLC SUR N 81 FT E 57 FT S 81 FT W 57 FT TO BEG 6533-2093 9522-2925,2927,2929