WHEN RECORDED, MAIL TO: Melissa and Gradon Knotts 1245 East Pine Ridge Circle Alpine, Utah 84004

Space Above for Recorder's Use

Trust Deed

(Corporate Acknowledgment)

THIS TRUST DEED is made this 6th day of December 2022, between Hallmark Homes and Development, as a Utah Corporation, as Trustor, Old Republic Title, as Trustee, and Melissa and Gradon Knotts, as Beneficiary.

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

Unit 8, THE LOFTS ON 35TH P.U.D. according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder, State of Utah.

Together with: (a) The undivided ownership interest in said Project's Common Areas and Facilities which is appurtenant to said unit, (the referenced Declaration of Project providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates); (b) The exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said unit, and (c) The non-exclusive right to use and enjoy the Common Areas and Facilities included in said Project (as said project may hereafter be expanded) in accordance with the aforesaid Declaration and Survey Map (as said Declaration and Map may hereafter be amended or supplemented).

Parcel Identification Number: 15-31-129-012.

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 said property, or any part thereof;

FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of \$300,000 payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and payment of any sums expended or advanced by Beneficiary to protect the security hereof.

Trustor agrees to pay all taxes and assessments on the above property, to pay all charges and assessments on water or water stock used on or with said property, not to commit waste, to maintain adequate fire insurance on improvements on said property, to pay all costs and expenses of collection (including Trustee's and attorney's fees in the event of default in payment of indebtedness secured hereby) and to pay reasonable Trustee's fees for any of the services performed by Trustee hereunder, including a reconveyance hereof.

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.

The officers who sign this trust deed hereby certify that this trust deed and the transfer represented thereby was duly authorized under a resolution duly accepted by the board of directors of the trustor at a lawful meeting duly held and attended by a quorum.

Hallmark Homes and Development

Gordon T. Nixon, Secretary

STATE OF UTAH

SS.

COUNTY OF SALT LAKE

On the 6th day of **December** 2022, personally appeared before me Gordon T. Nixon, who being by sworn, did say, that he, the said Gordon T. Nixon is the acting Secretary of Hallmark Homes and Development, a Utah Corporation, and that the within and foregoing instrument was signed in behalf of said company by authority of a resolution of its board of directors, and said Gordon T. Nixon duly acknowledged to me that said company executed the same.

Notary Public - State of Utah
Heather H. Eldredge
Comm. #707155
My Commission Expires
July 14, 2023

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