

WHEN RECORDED, MAIL TO:

Philip R. Mattingly and Samantha Moll

P.O. Box 375 Heber City, UT 84032

File No. 167266-DWP

Tax Parcel No.: 16-29-155-011

14101078 B: 11416 P: 7111 Total Pages: 6
05/02/2023 04:18 PM By: kkennington Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

FIRST DEED OF TRUST

(With Assignment of Rents, Security Agreement, and Fixture Filing)

THIS DEED OF TRUST, made effective as of May 1, 2023, is between **PROPERTY SELLER SOLUTIONS, LLC**, a Utah limited liability company whose mailing address is 233 N. 1250 W., Suite 102, Centerville, UT 84014, as "Trustor", Real Advantage Title Utah or Cottonwood Title Insurance Agency, Inc., whose mailing address is 6965 Union Park Center #100, Cottonwood Heights 84047 and 1216 W. Legacy Crossing Blvd., Suite 100, Centerville, UT 84014, as "Trustee", and **Philip R. Mattingly and Samantha Moll**, whose mailing address is P.O. Box 375 Heber City, UT 84032, as "Beneficiary".

WITNESSETH: That Trustor **CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE**, the certain real property situated in SALT LAKE County, State of Utah, commonly known as 784 E Garden Ave Millcreek UT 84106, and further described as follows (the "Property"):

SEE ATTACHED "EXHIBIT A"

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 belonging, now or hereafter used or enjoyed with the Property, or any part thereof, ts, 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 **\$240,000.00**, payable to the order of the Beneficiary at the times, in the manner and with interest as therein set forth, and payment of any sums expended or advanced by the 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/hazard insurance on improvements on said property, to pay all costs and expenses of collection (including Trustee's and Attorney's fees in event of default in payment of the indebtedness secured hereby) and to pay reasonable Trustee's fees for any of the services performed by Trustee hereunder, including a reconveyance hereof.

Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Trustor at the address hereinbefore set forth.

This Deed of Trust shall be construed according to the laws of the State of Utah.

The undersigned person executing this instrument on behalf of Trustor represents and certifies that he/she has been fully authorized and empowered, by proper action of the governing body of Grantor, to execute and deliver this instrument; that Trustor has full capacity to convey the real estate described herein; and that all necessary action for the making of such conveyance has been taken and done. Each person signing this Deed of Trust on behalf of an entity or as a trustee of a trust represents and warrants that he or she has full power, authority and capacity to execute and deliver this instrument on behalf of such entity or trust and each such person represents and warrants this instrument has been duly authorized, executed and delivered by Trustor and constitutes the legal, valid and binding obligation of Trustor enforceable against Trustor in accordance with the terms hereof.

Co-Trustees. This Deed of Trust contemplates there may be more than one Trustee, although it is permissible for there to be a single Trustee. When there is more than one Trustee, such persons/entities will be considered co-trustees, but each may be referred to herein collectively as the Trustee or the Trustee(s). The following provisions apply to co-trustees:

Each co-trustee, acting alone, and without necessity of ratification or consent by the other co-trustee(s), shall have full power and authority to execute all kinds of instruments contemplated to be executed by trustees of deeds of trust pursuant to Utah law, including the provisions of Title 57 of the Utah Code, as amended from time to time. Such documents include, but are not limited to, deeds of reconveyance, notices of default, notices of sale, and/or trustee's deeds. All co-trustees shall not be required to execute such documents. The act / signature of one co-trustee acting alone as Trustee of this Deed of Trust shall be sufficient.

Assignment of Rents

As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the Property affected by this Deed of Trust and of any personal property located thereon. In addition, Trustor hereby grants a Uniform Commercial Code security interest in all such rents and profits of the Property. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such monies shall cease and Beneficiary shall have the right, with or without taking possession of the Property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such monies shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Deed of Trust to any such tenancy, lease or option. Trustor

agrees that it will not collect rent on the Property more than one month in advance or lease the Property other than on commercially reasonable terms. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

Security Agreement and Financing Statements

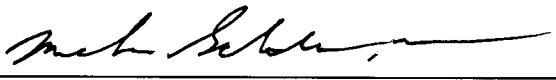
The following provisions related to this Deed of Trust as a security agreement are part of this Deed of Trust:

This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Upon request by Beneficiary, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the rents and any personal property. In addition to recording this Deed of trust in the county land records, Lender may, at any time, and without further authorization from Trustor, file executed counterparts, copies, or reproductions of this Deed of Trust as a financing statement. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever, or detach any personal property from the Property. Upon default, Trustor shall assemble any personal property not affixed to the Property in a manner and at a place reasonably convenient to Beneficiary and make it available to Beneficiary within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

IN WITNESS WHEREOF, TRUSTOR HAS EXECUTED THIS INSTRUMENT.

PROPERTY SELLER SOLUTIONS, LLC

By: 

Meliska Scholle, Authorized Representative

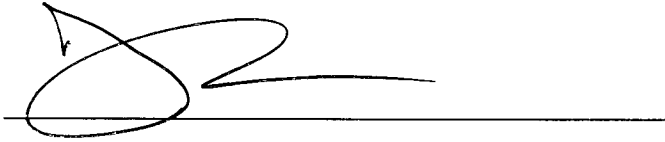
STATE OF UTAH)

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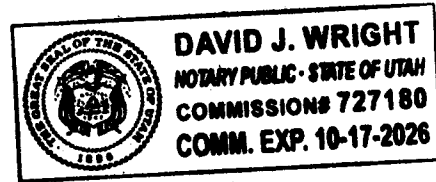
COUNTY OF ^{DAVIS} ~~SALT LAKE~~)



On this 1 day of MAY, 2022, personally appeared before me MELISSA SCHALLER, who stated that he/she is the Authorized Representative of PROPERTY SELLER SOLUTIONS, LLC, the named Trustor of the within instrument, proved on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to this instrument, and duly acknowledged that he/she/they executed this instrument in his/her authorized capacity on behalf of said company, intending to be legally bound. Witness my hand and official seal.



NOTARY PUBLIC



File No. 167266-DWP

EXHIBIT A

Beginning 287.1 feet North and 520 feet East from the Southwest corner of Lot 6, Block 29, Ten Acre Plat "A", Big Field Survey, and running thence East 50 feet; thence South 137.1 feet; thence West 50 feet; thence North 137.1 feet to the point of beginning.

Tax Parcel No.: 16-29-155-011

Also known as: 784 E Garden Ave Millcreek UT 84106