

Tax Serial Number:
17-06-229-009 & 17-06-229-012

RECORDATION REQUESTED BY:
Zions Bancorporation, N.A. dba Zions First National Bank
Retail - Foothill
1304 South Foothill Drive
Salt Lake City, UT 84108

WHEN RECORDED MAIL TO:
Zions Bancorporation, N.A. dba Zions First National Bank
Consumer Loan Servicing, UT ZTC4 0853
P.O. Box 30160
Salt Lake City, UT 84130-0160

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FOR RECORDER'S USE ONLY



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**REVOLVING CREDIT
DEED OF TRUST**

THIS DEED OF TRUST is dated July 3, 2023, among MARILYN M. SMOLKA, TRUSTEE, OR HER SUCCESSORS IN TRUST, UNDER THE FRED A. SMOLKA AND MARILYN M. SMOLKA LOVING TRUST DATED JULY 30, 1992, AND ANY AMENDMENTS THERETO, whose address is 5010 E TRAILS END WAY, SALT LAKE CITY, UT 84108 ("Trustor"); Zions Bancorporation, N.A. dba Zions First National Bank, whose address is Retail - Foothill, 1304 South Foothill Drive, Salt Lake City, UT 84108 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Zions Bancorporation, N.A. dba Zions First National Bank, whose address is 1 South Main Street, Salt Lake City, UT 84133 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor irrevocably grants and conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all

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easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in SALT LAKE County, State of Utah:

PARCEL 1: (17-06-229-009)

BEGINNING AT THE NORTHWEST CORNER OF LOT 12, BLOCK 3, PIONEER ADDITION, AND RUNNING THENCE SOUTH 300 FEET; THENCE WEST 165 FEET; THENCE NORTH ALONG THE EAST SIDE OF WHAT IS KNOWN AS BEAR LANE 300 FEET, MORE OR LESS, THENCE NORTH 89°16' EAST 165 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND ABOVE DESCRIBED BEING KNOWN AS AND CALLED RESERVE IN BLOCK 3, SAID PIONEER ADDITION.

LESS AND EXCEPTING FROM THE ABOVE DESCRIPTION THE FOLLOWING:

BEGINNING AT A POINT WHICH IS 35.00 FEET NORTH 89°16'00" WEST FROM THE NORTHWEST CORNER OF LOT 12, BLOCK 3, PIONEER ADDITION, THENCE SOUTH 89°16'00" EAST., A DISTANCE OF 35.00 FEET, THENCE SOUTH 0°44'00" WEST, A DISTANCE OF 135.00 FEET; THENCE NORTH 89°16'00" WEST A DISTANCE OF 15.00 FEET; THENCE NORTH 7°41'37" WEST., A DISTANCE OF 136.47 FEET; TO THE POINT OF BEGINNING.

SITUATE IN SALT LAKE COUNTY, STATE OF UTAH.

PARCEL 2: (17-06-229-012)

PART OF THE RESERVE IN PIONEER ADDITION MORE PARTICULARLY DESCRIBED AS FOLLOWS: SAID PARCEL

"B" LIES IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN:

BEGINNING AT A POINT WHICH LIES NORTH 89°16'00" WEST 35.00 FEET (ALONG THE NORTH LINE OF SAID

RESERVE OF PIONEER ADDITION) AND SOUTH 07°41'37" EAST 42.84 FEET FROM THE NORTHWEST CORNER

OF LOT 12 OF SAID BLOCK 3 PIONEER ADDITION AND RUNNING THENCE NORTH 82°18'23" EAST 2.67 FEET;

THENCE SOUTH 07°41'37" EAST 58.64 FEET TO A POINT THAT LIES NORTH 89°16'00" WEST 17.49 FEET FROM

THE NORTHWEST CORNER OF LOT 8 OF SAID BLOCK 3 PIONEER ADDITION; THENCE SOUTH 89°16'00" EAST

17.49 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE SOUTH 00°44'00" WEST 35.00 FEET ALONG

THE WEST LINE OF SAID BLOCK 3; THENCE NORTH 89°16'00" WEST 15.00 FEET THENCE NORTH 07°41'37'

WEST 93.63 FEET TO THE POINT OF BEGINNING.

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SITUATE IN SALT LAKE COUNTY, STATE OF UTAH.

The Real Property or its address is commonly known as **5010 E TRAILS END WAY, SALT LAKE CITY, UT 84108**. The Real Property tax identification number is **17-06-229-009 & 17-06-229-012**.

REVOLVING LINE OF CREDIT. This Deed of Trust secures the Indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Trustor and Lender that this Deed of Trust secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF TRUSTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

TRUSTOR'S REPRESENTATIONS AND WARRANTIES. Trustor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Trustor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Trustor and do not result in a violation of any law, regulation, court decree or order applicable to Trustor; (d) Trustor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Trustor about Borrower (including without limitation the creditworthiness of Borrower).

TRUSTOR'S WAIVERS. Trustor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Trustor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Trustor shall perform all their respective obligations under the Credit Agreement,

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of the homestead exemption laws of the State of Utah as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust:

Beneficiary. The word "Beneficiary" means Zions Bancorporation, N.A. dba Zions First National Bank, and its successors and assigns.

Borrower. The word "Borrower" means MARILYN M SMOLKA and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated July 3, 2023, with credit limit of **\$651,000.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO TRUSTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.**

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Deed of Trust.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts,

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(Continued)

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST,
AND TRUSTOR AGREES TO ITS TERMS.

TRUSTOR:

THE FRED A. SMOLKA AND MARILYN M. SMOLKA LOVING
TRUST DATED JULY 30, 1992

By: Marilyn M. Smolka
MARILYN M SMOLKA, Trustee of THE FRED A.
SMOLKA AND MARILYN M. SMOLKA LOVING TRUST
DATED JULY 30, 1992

TRUST ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)

On this 3 day of July, 20 23, before me, the undersigned Notary Public, personally appeared **MARILYN M SMOLKA, Trustee of THE FRED A. SMOLKA AND MARILYN M. SMOLKA LOVING TRUST DATED JULY 30, 1992**, and known to me to be an authorized trustee or agent of the trust that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the trust.

By: [Signature]
Notary Public in and for the State of Utah

Residing at Salt Lake
My commission expires July 15, 2024

