

14186649 B: 11462 P: 2908 Total Pages: 11
12/18/2023 03:19 PM By: Jattermann Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: RICHMOND N BARNES
10808 S RIVER FRONT PKWY STE 335 SOUTH JORDAN, UT 84095



WHEN RECORDED, MAIL TO:
Firmco Financial, Inc.
c/o Richard N. Barnes
UTAHWILLS.COM
10808 S. River Front Pkwy. #335
South Jordan, Utah 84095

DEED OF TRUST

THIS DEED OF TRUST (the "Trust Deed") is made and entered into the 5th day of December, 2023, by Ian Walston (the "Trustor"), whose address is 2670 E. Bengal Blvd, Salt Lake City, UT 84121, in favor Surety Title Company (the "Trustee"), and Firmco Financial, Inc., whose address is 4700 South State Street, Salt Lake City, UT 84107 (the "Beneficiary").

W I T N E S S E T H :

The Trustor hereby conveys, warrants, and transfers to Trustee, in trust, with power of sale, the following-described real property situated in the County of Salt Lake, State of Utah:

See Exhibit "A" attached hereto and incorporated herein by reference,

TOGETHER WITH all rents, issues, and profits of the Property, subject, however, to the right, power, and authority given to and conferred upon Beneficiary to collect and apply these rents, issues, and profits; all of which real property, together with the rights and interests in this paragraph described (collectively, the "Property"), shall be deemed to constitute a portion of the security hereby given for the payment of the indebtedness and the performance of the obligations evidenced and secured hereby.

This Trust Deed is given for the purpose of securing:

A. The payment and performance of each and every obligation evidenced by that certain Equipment Financing Agreement dated May 5, 2022 (as also later amended), executed by the Trustor in the Beneficiary's favor at the rate set forth therein and in the currently outstanding amount due of ONE HUNDRED SIXTY EIGHT THOUSAND SEVEN HUNDRED AND SEVENTY DOLLARS and NO/100 (\$168,770.00) (the "Note");

B. Any extensions, renewals, or modifications of the Note or of the obligations evidenced thereby, regardless of the extent of or the subject matter of any such extension, renewal, or modification;

C. The payment and performance of each and every agreement and obligation of the Trustor under this Trust Deed and under any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby;

D. The payment of all sums expended or advanced by the Beneficiary or the Trustee pursuant to the terms of this Trust Deed, the Note, or any instrument further evidencing or securing any obligation secured hereby, together with interest thereon as herein and therein provided; and

E. The payment of such additional loans or advances as may hereafter be made by the Beneficiary to the Trustor, its successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed.

The foregoing items A through E and the matters referred to therein are hereinafter collectively referred to as the "Obligations." The Note, this Trust Deed, and all other documents or instruments given to further evidence or secure the Obligations are hereinafter collectively called the "Loan Instruments."

In connection with this Trust Deed, the parties agree as follows:

1. Warranties of Title and Authority. The Trustor hereby represents and warrants that it is lawfully seized of indefeasible fee title to the Property and is the record owner thereof, and it has the authority and right to execute and deliver this Trust Deed.

2. Maintenance and Repair. The Trustor agrees to keep the Property in good condition and repair; to pay when due all claims for labor performed and materials furnished for the Property; to comply with all laws affecting the Property or requiring any alterations or improvements to be made on the Property; not to commit or permit waste of the Property; and not to commit, suffer, or permit any act upon the Property in violation of law.

3. Fire Insurance. The Trustor agrees to provide, maintain, and deliver to Beneficiary fire insurance on any structures reasonably satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured by this Deed of Trust and in any order determined by Beneficiary, or at the option of Beneficiary the entire amount so collected or any part of that amount may be released to Trustor. This application or release shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such a notice.

4. Obligations Mandatory. The Trustor shall promptly pay or cause to be paid to the Beneficiary, or order, and shall promptly perform or cause to be performed, each and every payment and obligation on the part of the Trustor provided to be paid or performed in connection

with any of the Obligations. All of such payments and obligations are mandatory, and the Trustor's failure to accomplish any of the same shall constitute a default under this Trust Deed.

5. Appearance in Proceedings Affecting Security. The Trustor shall appear in and defend any action or proceeding purporting to, or which might in any way, affect title to the Property or the security hereof (the phrase "the security hereof," when used in this Trust Deed, shall mean the interests of the Trustor, the Beneficiary and the Trustee in the Property, the rights, powers, duties, covenants, representations, warranties, and authority of the Trustor, the Beneficiary, and the Trustee hereunder and under any instrument further evidencing or securing the Obligations, and the validity, enforceability, and binding effect hereof and of any instrument further evidencing or securing the Obligations).

6. Taxes and Assessments. The Trustor agrees to pay, when due and before delinquent, all real and personal property taxes (including taxes on property other than the Property which may be included in the valuation because of the Trustor's failure to separate the security from non-security property on the assessor's rolls), all general and special assessments, all water charges, utility payments, common expenses or maintenance assessments, mechanics', laborers' and materialmen's claims, all other federal and state taxes, all of the foregoing without limitation to the Property or to whether such lien is senior or junior to this Trust Deed.

7. Events of Default. Any of the following events shall be deemed an event of default hereunder:

(a) Default shall be made in the payment of any part of the principal, interest, or any other amount due under the Note, or any other sum secured hereby not paid within fifteen (15) days after the same become due and after written notice from Beneficiary; or

(b) Trustor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file a petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself under any present or future federal, state, or other statute, law, or regulation relating to bankruptcy, insolvency, or other relief for debtors, or the Trustor shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of Trustor or of all or any part of the Property, or of any or all of the royalties, revenues, rents, issues, or profits thereof, or the Trustor shall make any general assignment for the benefit of creditors; or

(c) A court of competent jurisdiction shall enter an order, judgment, or decree approving a petition filed against Trustor seeking any reorganization, dissolution, or similar relief under any present or future federal, state, or other statute, law, or regulation relating to bankruptcy, insolvency, or other relief for debtors, and such order, judgment, or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the first date of entry thereof, or any trustee, receiver, or liquidator of Trustor or of all of

any part of the Property, or of any or all of the royalties, revenues, rents, issues, or profits thereof, shall be appointed without the consent or acquiescence of Trustor, and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(d) A writ of execution or attachment or any similar process shall be issued or levied against all or any part of or interest in the Property, or any judgment involving monetary damages, shall be entered against Trustor, which shall become a lien on the Property, or any portion thereof, or interest therein and such execution, attachment, or similar process or judgment is not released, bonded, satisfied, vacated or stayed within sixty (60) days after its entry or levy; or

(e) There has occurred any other breach of or default under any term, covenant, condition, provision, representation or warranty contained in this Trust Deed, the Note, executed in connection herewith, or any other of the Loan Instruments given to further evidence or secure the Obligations secured hereby, or any part thereof, or under any other obligation owing by Trustor to the Beneficiary.

8. Acceleration Upon Default, Additional Remedies. Time is of the essence hereof. Upon the occurrence of any event of default hereunder (other than a monetary default referred to in Paragraph 7(a) above) that remains uncured for a period of thirty (30) days after receiving written notice of such default from Beneficiary, all of the Obligations shall, at the option of the Beneficiary and with notice, presentment, protest, or demand, immediately become due and payable and the Beneficiary may:

(a) Charge and collect interest on all indebtedness owing under the Note, from the date of default until paid, both before and after judgment.

(b) To the extent permitted by law, bring an action to collect any installment which is due or past due and payable without affecting or losing the security of this Trust Deed or waiving any other right or remedy allowed by law.

(c) Foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property, bring an action for damages, or exercise such other remedies or combinations of remedies as the Beneficiary or Trustee may have under law and equity.

(d) Cause the Trustee to exercise the power of sale, as provided below.

(e) Exercise all of the rights and remedies of a secured party under the Utah Uniform Commercial Code.

(f) No remedy herein provided shall be exclusive of any other remedy which now exists or which may hereafter exist by law. Every power or remedy hereby given to Trustee or to the Beneficiary, or to which either of them may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by them, and either of them may pursue inconsistent remedies.

9. Due on Sale/Consent to Assumption. If, without the Beneficiary's prior written consent, all or any part of such collateral or an interest therein is sold, transferred, assigned, or otherwise disposed of by the undersigned without Beneficiary's consent to the assumption of the Note and this Trust Deed, the Beneficiary may, at its sole option, declare all the sums secured by the Trust Deed to be immediately due and payable and require the performance of all Obligations, and the Beneficiary may invoke any remedies permitted by this Trust Deed, and the Note. Further, if the undersigned voluntarily or involuntarily attempts to close the sale of all or a portion of the Property without Beneficiary's consent to such assumption of the Note and this Trust Deed, the Beneficiary may, in its sole discretion, declare the entire indebtedness evidenced by the Note immediately due and payable, in which event Trustor shall be obligated to pay any prepayment penalty set forth in the Note. It is expressly understood that this restriction is not intended to prevent Trustor from selling all or any interest in the Property, so long as the Note is not prepaid prior to the stated maturity date thereof, except as expressly permitted in the Note.

10. Law Governing Exercise of Power of Sale. All procedural matters relating to exercise of the power of sale available under this Trust Deed (such as the manner of giving notice of sale, the contents of such notice, the persons to receive notice, the time which must elapse between various stages of the proceeding, the method for establishing that proper notice has been given, and the manner in which the sale is conducted) shall be governed by the Utah statutory law which is in effect at the time said power is exercised. In the event some or all of such procedural matters are not covered by then effective legislation, the matters not covered shall be governed by the law which is in effect at the time this Trust Deed is executed.

11. Trustee's Sale. At the Trustee's sale, the Property may be sold in its entirety or in separate parts in such order as Trustee may determine, subject to any statutory right of Trustor to direct the order in which the Property, if consisting of several known lots or parcels, shall be sold. Any person, including Trustor and the Beneficiary, may bid and purchase at the sale. Upon receipt of payment, Trustee shall execute and deliver its deed to the purchaser. The Trustee's deed may contain recitals of compliance with any requirements of applicable law relating to exercise of the power of sale or to the sale. Such recitals shall constitute conclusive evidence of such compliance in favor of bona fide purchasers and encumbrancers for value and prima facie evidence thereof in favor of all other persons. The Trustee's Deed shall operate to convey to the grantee, not subject to any right of redemption, the Trustee's title and all right, title, interest and claim of Trustor, of its successors in interest, and of all persons claiming by, through or under them, in and to that part of the Property sold, including any and all rights, title, interest or claim in and to such part which may have been acquired by Trustor or its successors in interest

subsequent to the execution of this Trust Deed. Trustee shall apply the proceeds of sale toward payment of the following, and in the order indicated: (a) all costs and expenses (regardless of the particular nature thereof) incurred in connection with exercise of the power of sale or with the sale, including the cost of any evidence of title procured in connection with the sale; (b) each sum the payment of which is secured by this Trust Deed, together with accrued interest thereon at the applicable rate; and (c) the balance, if any, to those entitled thereto or, at Trustee's discretion, such remainder may be deposited with the County Clerk of the County in which the sale took place. Trustor hereby authorizes Trustee, upon its being presented with an affidavit signed by the Beneficiary setting forth facts showing a default under this Trust Deed, to accept as true and conclusive all facts and statements contained therein and to rely and act thereon.

12. Reinstatement. Notwithstanding any acceleration of the maturity of sums secured hereby which may occur pursuant to the terms of this Trust Deed, Trustor, any of its successors in interest, any person having of record a subordinate lien or encumbrance affecting any part of the Property, or any beneficiary having of record a subordinate trust deed affecting any part of the Property may, if the Beneficiary and Trustee have theretofore taken steps in preparation of exercise of the power of sale available hereunder, and at any time prior to the expiration of three months from the recording of notice of default as provided by law, reinstate this Trust Deed by: (a) paying to the Beneficiary the entire amount which would then be due in connection with the Obligations had no acceleration occurred; (b) paying to the Beneficiary all costs and expenses (regardless of the particular nature thereof) actually incurred in enforcing the terms of this Trust Deed or the Obligations, including Trustee's and attorneys fees; and (c) adhering to all other terms contained herein or associated with any of the Obligations which relate to a subject other than the payment of money. Upon timely fulfillment of the preceding three conditions, all proceedings theretofore had or instituted in preparation of exercise of the power of sale available hereunder shall be canceled, and this Trust Deed and the Obligations shall be reinstated and shall be and remain in force and effect the same as if no acceleration had occurred.

13. Rights Cumulative and Not Waived. The Beneficiary shall be entitled to enforce payment and performance of any indebtedness or Obligations secured hereby and to exercise all rights and powers under this Trust Deed or under any Loan Instruments or other agreement or any laws now or hereafter in force, notwithstanding some or all of the said indebtedness and Obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment, or otherwise. Neither the acceptance of this Trust Deed nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice, or in any manner affect, the Beneficiary's right to realize upon or enforce any other security now or hereafter held by the Beneficiary, it being agreed that the Beneficiary shall be entitled to enforce this Trust Deed and any other security now or hereafter held by the Beneficiary in such order and manner as it may in its absolute discretion determine. The rights and remedies afforded by this Trust Deed shall be in addition to, and not in substitution of, any rights or remedies available under now existing or hereafter arising applicable law. All rights and remedies provided for in this Trust Deed or afforded by law or

equity are distinct and cumulative and may be exercised concurrently, independently, or successively. The failure on the part of the Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right, and the waiver of any default shall not constitute a waiver of any subsequent or other default.

14. Reconveyances. The Beneficiary may, through its delivery to Trustee of written request therefor, require Trustee to reconvey, release, and discharge from the operation of this Trust Deed all or any part of the Property. Such written request shall contain a description of that portion of the Property to be reconveyed, a statement of the consideration, if any, received by the Beneficiary for such reconveyance, a declaration that the Beneficiary is the owner and holder of the Obligations and a statement that the Obligations have not been assigned or transferred. Any reconveyance executed by Trustee shall identify this Trust Deed and shall describe that portion of the Property being released from the lien hereof. The grantee in any such reconveyance may be described as “the person or persons entitled thereto.” Any partial reconveyance shall not diminish Trustor’s liability for the Obligations and shall not affect or impair the lien of this Trust Deed with respect to the remaining portion of the Property. This Trust Deed need not accompany a request for partial reconveyance, but, upon Trustee’s demand, the Beneficiary shall show the Note to the Trustee.

15. Substitution of Trustee. At any time during the term of this Trust Deed, the Beneficiary may appoint a successor Trustee to act hereunder. All matters relating to the method of effecting a substitution of trustee (including the information required to be contained in the instrument accomplishing substitution, the necessary signatories to such instrument and the time, manner and places in which such instrument must be recorded and the persons to whom copies of such instrument must be sent) shall be governed by the statutory law which is in effect at the time substitution takes place. In the event then-effective legislation does not cover some or all of the matters relating to the method of accomplishing a substitution of Trustee, the matters not covered shall be governed by the law which is in effect at the time this Trust Deed is executed. From the time a substitution of trustee is accomplished, the new trustee shall succeed to all the power, duties, authority and title of the Trustee named herein and of any successor Trustee.

16. Binding on Successors. This Trust Deed shall be binding upon and shall inure to the benefit of the respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns of the parties hereto. The term “Beneficiary,” as used herein, shall mean the owner and holder, including any pledgee, of the Obligations.

17. Interpretation. The captions which precede the paragraphs of this Trust Deed are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include either or both of the other genders. This Trust Deed is executed in the State of Utah and shall be governed by and construed in accordance with the laws of the State of Utah.

18. Trustee's Powers. At any time, or from time to time, without liability therefor and with notice, upon written request of the Beneficiary and presentation of this Trust Deed and the Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Trust Deed upon the Property, Trustee may: consent in writing to the making or recording of any map or plat of the Property, or any part thereof, or join in any extension or modification agreement affecting this Trust Deed or any agreement subordinating the lien or charge hereof.

19. Beneficiary's Powers. Without affecting the liability of any other person liable for the payment of any of the Obligations, and without affecting the lien or charge of this Trust Deed upon any portion of the Property not then or theretofore released as security for the full amount of all unpaid Obligations, the Beneficiary may, from time to time and with notice: (a) release any person so liable; (b) grant other indulgences; (c) release or reconvey, or cause to be released or reconveyed at any time at the Beneficiary's option any parcel, portion or all of the Property; (d) take or release any other or additional security for any Obligations herein mentioned; or (e) make compositions or other arrangements with debtors in relation thereto.

20. Acceptance by Trustee. Trustee accepts this Trust when this Trust Deed is executed, or when it, duly executed and acknowledged, is made a public record, as provided by law.

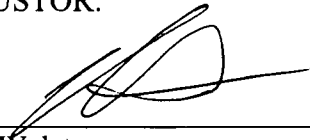
21. Invalidity of Certain Provisions. The invalidity or unenforceability of any portion or provision of this Trust Deed shall in no way affect the validity or enforceability of the remainder hereof. If the lien of this Trust Deed is invalid or unenforceable as to any part of the Obligations, or if the lien is invalid or unenforceable as to any part of the Property, the unsecured or partially secured portion of the Obligations shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the Obligations, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the Obligations which is not secured or fully secured by the lien of this Trust Deed.

22. Notices. Whenever the Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request, or other communication with respect to this Trust Deed, each such notice, demand, request, or other communication shall be in writing and shall be effective, only if the same is delivered by personal service or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the address for each of the respective parties set forth at the beginning of this Trust Deed, or such other address as each respective party may hereafter designate by written notice given to the other parties in the manner provided herein.

Subject to compliance with the notice and cure provisions set forth herein, a breach by Trustor of any of the foregoing covenants shall entitle the Beneficiary to declare the Note in default and to exercise its remedies thereunder and to enforce its remedies hereunder.

IN WITNESS WHEREOF, Trustor has executed this Trust Deed as of the day and year first above written.

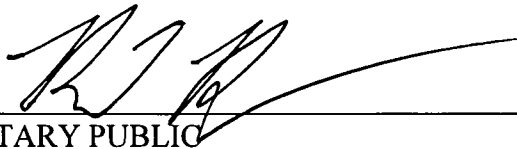
TRUSTOR:



Ian Walston

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 5th day of December, 2023, by Ian Walston.



NOTARY PUBLIC

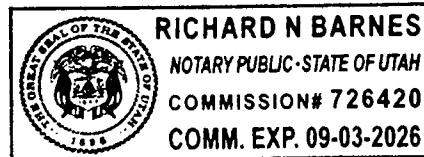


EXHIBIT A

Legal Description:

LOT 1, SOUTHLAND TERRACE NO. 1, according to the Official Plat thereof, as recorded in the office of the Salt Lake County Recorder.

Tax Parcel No. 22-34-230-006-0000