

WHEN RECORDED, MAIL TO:
dbUpHouse, LLC
Attention: dbURBAN Communities
166 E. 14000 South, Suite 110
Draper, UT 84020
176928-CAB

14254302 B: 11498 P: 9907 Total Pages: 3
06/20/2024 08:14 AM By: Mwestergard Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

TRUST DEED

THIS TRUST DEED, made this 17th day of June, 2024 between **DBUPHOUSE, LLC**, a Utah limited liability company, as TRUSTOR whose address is 166 E. 14000 South #110, Draper, UT 84020, **COTTONWOOD TITLE INSURANCE AGENCY**, as TRUSTEE, with mailing address of 1996 East 6400 South, Suite 120, Salt Lake City, Utah 84121 and **4 PAC LLC**, a Utah limited liability company, as BENEFICIARY, with a mailing address of 230 East South Temple, Salt Lake City, UT 84111.

WITNESSETH: That Trustor irrevocably CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property at **2194 South West Temple Street, South Salt Lake City, UT 84115**, situated in Salt Lake County, State of Utah:

Commencing 162.1 feet South from the Northeast corner of Lot 11, Block 39, 10 Acre Plat A, Big Field Survey, thence South 65 feet; thence West 130 feet; thence North 65 feet; thence East 130 feet to the beginning

Tax Parcel No. 15-24-230-006

Together with all buildings, fixtures and improvements now or hereafter on the property, including all materials purchased, supplied or otherwise procured for the benefit and use thereon, and all entitlements and other development rights, water rights, rights of way, easements, rents, issues, profits, incomes, tenements, hereditaments, privileges and appurtenances thereunto belonging now or hereafter used or enjoyed with said property, or any part thereof (collectively, the "Property"), SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits in the absence of a default;

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by a Promissory Note (the "Note") of even date, herewith, in the principal sum of **\$750,000.00**, made by Trustor, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each covenant and agreement of Trustor under this Trust Deed and under the Note; and (3) the payment of such additional loans or

advances as hereafter may be made to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed.

Trustor covenants that Trustor is lawfully seized and possessed of good and indefeasible title to the Property and has the right to grant and convey the Property pursuant to this Trust Deed; the lien created hereby shall constitute a first lien, financial encumbrance, and security interest against the Property; and the Property is free and clear of all other liens and financial encumbrances. Trustor will warrant and defend the title to the Property as conveyed herein to Trustee against all other claims and demands.

Trustor shall appear in and defend any action or proceeding purporting to affect the Property, the title to the Property, or the rights or powers of Beneficiary or Trustee as they relate to the Property. If Beneficiary or Trustee elect, in their sole and absolute discretion, to also appear in or defend any such action or proceeding, Trustor shall pay all costs and expenses, including cost of evidence of title and attorney fees incurred by Beneficiary or Trustee.

Trustor shall promptly pay, when due, all taxes, assessments, encumbrances, charges and/or liens against the Property or any part thereof; provided that Trustor may, at its option, bond over any mechanic's lien against the Property in the manner provided under Utah law.

Should the Property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor to the extent of the outstanding obligations of Trustor to Beneficiary. All such compensation, awards, and other payments are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any such compensation, awards, and other payments as Beneficiary or Trustee may require.

Trustor shall indemnify, defend and hold Trustee and Beneficiary harmless from all damages, expenses, claims, liabilities or obligations of any nature whatsoever, known or unknown, liquidated, contingent or otherwise disputed, including, but not limited to, attorney fees and other litigation costs, arising from or in any way related to any environmental issues with the Property that may cause Trustee and/or Beneficiary to be liable for the remediation thereof pursuant to state or federal law, which obligations of Trustor shall survive any reconveyance of this Trust Deed or any judicial or non-judicial sale of the Property in payment of Trustor's financial obligations to Beneficiary.

Should any litigation or other proceeding be commenced by Beneficiary or Trustee against Trustor arising from this Trust Deed, to enforce this Trust Deed, or concerning the rights or duties of any party under this Trust Deed, in addition to any other relief which

may be granted, the prevailing party shall be entitled to recover its costs and attorney fees incurred therein.

Beneficiary's failure to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

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


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.


dbUPHOUSE, LLC,

a Utah limited liability company

By: Dusty Baker Urban Communities, LLC

Its: Manager

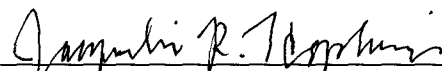
By: 
Name: Dustin E. Holt
Title: Manager

By: 
Name: D. Bryce Baker
Title: Manager

STATE OF UTAH)

COUNTY OF Salt Lake)

On the 17th day of June, 2024, personally appeared before me Dustin E. Holt and D. Bryce Baker, the signers of the within instrument, who duly acknowledged to me that they executed the same as Managers of DUSTY BAKER URBAN COMMUNITIES, LLC, a Wyoming limited liability company.


NOTARY PUBLIC
Residing at: Salt Lake County, Utah
Commission expires: 11/05/2025

