

When recorded return to:

Macwood Capital, LLC
690 North Cooper Rd. Suite 101
Gilbert, AZ. 85233

0657802C

DEED OF TRUST AND ASSIGNMENT OF RENTS

Grantor: BP On The Move, LLC
Grantee: GT Title Services, Inc.
Beneficiary: Macwood Capital, LLC
Abbreviated Legal: Lot 10, Blk 1, Country Club Villa
Parcel No.: 16-22-205-011
Reference Number: UT-202406262

THIS DEED OF TRUST AND ASSIGNMENT OF RENTS, is made this 26th day of
__June__, 2024, between:

GRANTOR: BP On The Move, LLC, a Utah Limited Liability Company ("Grantor");

Address: 10581 S. Wild Rice Dr. South Jordan UT. 84009

TRUSTEE: GT Title Services, Inc. ("Trustee");

Address: 2380 Washington Blvd. suite 118, Ogden UT. 84401

BENEFICIARY: Macwood Capital, LLC, an Arizona Limited Liability Company
("Beneficiary").

Address: 690 N. Cooper Rd. Suite 101, Gilbert, AZ 85233

Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale,
the following described property legally described as:

LOT 10, BLOCK 1, COUNTRY CLUB VILLA, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED
IN BOOK "F" OF PLATS, AT PAGE 153 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY
RECORDER.

APN: 16-22-205-011

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing a promissory note dated 6/26/2024, until the loan is paid, in accordance with the terms of said note, payable to Beneficiary or order, and made by Grantors, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantors, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

A. Performance of each and every agreement of Borrower herein contained. B. Payment of the principal sum of \$ **SEVEN HUNDRED SIXTY FOUR THOUSAND ONE HUNDRED DOLLARS** (\$764,100.00). This debt is evidenced by Borrower's NOTE or NOTES dated the same date as this DEED, and any extension or renewal thereof, (collectively, if applicable, the "Note"). C. Payment of additional sums and interest thereon, which may be loaned or paid on behalf of Borrower or Property, or its successors or assigns, when evidenced by a writing that they are secured by this Deed.

As additional security, Grantor hereby absolutely and unconditionally gives to, confers upon, assigns, and transfers to Beneficiary the right, title, interest in and to all present and future leases, subleases, or other agreements for the use or occupancy of all or any part of the property ("leases"), and all rents, issues, profits, and revenues now due or which may become due, or to which Grantor may now or hereafter become entitled arising from any and all such leases. Grantor further gives to and confers upon Beneficiary all right, power, and authority to collect the rents, issues and profits of the property following an default of the promissory note or this deed, reserving unto Grantor the right, prior to any default to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, 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 hereof, in its own name sue for or otherwise collect such 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 and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by the Deed of Trust. All policies shall be held by the Beneficiary and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantors. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such an application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantors in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantors fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantors and the Beneficiary, or upon satisfaction of the obligation secured and written request for

reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantors in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such events and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Utah, at public auction to the highest bidder. Any person except Trustee may bid on Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantors had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such conclusive evidence thereof in favor of bona fide purchaser and encumbrances for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Utah is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity, disability or resignation of the Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of the pending sale under any other Deed of Trust or of any action or proceeding in which Grantors, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

GRANTOR: BP On The Move, LLC, a Utah Limited Liability Company

NAME AND TITLE: Brandon Parker, Manager

SIGNATURE: _____

By: Brandon Parker

STATE OF UTAH)

COUNTY OF WEBER)

cor
Salt Lake

) ss

I certify that I know or have satisfactory evidence that Brandon Parker is the person who appeared before me, and said persons acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

[Signature]

NOTARY PUBLIC in
and for the State of Utah, residing at *Salt Lake*

My commission expires: *10/1/24*

