WHEN RECORDED, MAIL TO:

10K Funding, LLC e/o Justin Udy 3037 E. Louise Ave. Salt Lake City, Utah 84109 14273750 B: 11509 P: 9741 Total Pages: 4
08/07/2024 01:44 PM By: adavis Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: REAL ADVANTAGE TITLE INSURANCE AGENCY, LLC - PA
1792 BONANZA DR STE C100PARK CITY, UT 840607526

DEED OF TRUST

(Tax Parcel No. <u>21-10-330-012</u> , County of <u>Salt Lake</u> , U	Itah
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THIS DEED OF TRUST ("Trust Deed") is made as of this	30 day of	July
202 /, between the current owner(s) of the subject p		,
William R Warburton , as Trustor	("Trustor"), whose	street address is
	Paxton R. Guymon,	
licensed to practice law in the State of Utah, as trustee ("Trustee"), v	whose address is 10	610 South Jordan
Gateway #200, South Jordan, Utah 84095; 10K Renovation, LLC,	a Utah limited liabi	ility company, as
beneficiary ("Beneficiary"), whose address is 3037 E. Louise Ave., Sal	t Lake City, Utah 84	109.

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably conveys and warrants to Trustee, in trust, with power of sale, for the benefit and security of Beneficiary, all of Trustor's interest in and to the real property described in Exhibit "A" hereto (the "Property").

TOGETHER WITH all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, and appurtenances thereunto belonging, now or hereafter used or enjoyed with the Property, or any part thereof, subject, however, to the right, power and authority hereinafter given to Beneficiary to collect and apply such rents, issues and profits. The entire estate, Property and interest hereby conveyed to Trustee may hereinafter be referred to collectively as the "Trust Estate."

This Trust Deed is given for the purpose of securing: (1) payment of the Loan Amount and other sums owed under that certain 10K Renovation Program Agreement (the "Agreement" or "Note") executed by Trustor of even date herewith, payable to Beneficiary, in the original principal sum not to exceed Ten Thousand Dollars (\$10,000.00); and (2) the performance of each agreement and covenant of Trustor herein contained.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this Trust Deed, is authorized to accept as true and conclusive all facts and statements in such affidavit, and to act upon such affidavit hereunder.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR COVENANTS AND AGREES:

1. <u>Maintenance; Repair and Construction</u>. To keep the Trust Estate in good condition and repair.

- 2. <u>Beneficiary's Powers</u>. At any time and from time to time upon written request of Beneficiary, without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may reconvey, without warranty, all or any part of said Property. The grantee in any reconveyance may be described as "the person or persons entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of truthfulness thereof.
- 3. <u>Time of the Essence; Default; Acceleration</u>. Time is of the essence hereof. Upon default by Trustor in the payment of the Note, and any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable, and the power of sale herein conferred may be exercised in accordance with Utah Code Ann. § 57-1-1 et seq.
- 4. <u>Additional Remedies</u>. Upon the occurrence of any default hereunder, Beneficiary shall have any remedy available at law, including the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property or the foreclosure by power of sale. Beneficiary shall be entitled to recover in such proceeding all costs, attorney fees, and expenses incident thereto.
- 5. <u>Successor Trustee</u>. Trustee accepts this trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Beneficiary may appoint a successor trustee at any time by recording in the office of the County Recorder of each county in which the Property is situated a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee.
- 6. <u>Successors and Assigns</u>. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the owner and holder, including any pledgee or assignee of the Note.
- 7. Governing Law. This Trust Deed shall be construed according to the laws of the State of Utah.
- 8. <u>Notice of Default and Sale</u>. The undersigned 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.
- 9. Restrictions on Transfer. In the event of any sale, assignment, transfer, conveyance or other disposition, voluntary or involuntary, of the Trust Estate without the prior written consent of Beneficiary, the entire unpaid principal balance of the indebtedness secured hereby together with accrued interest shall immediately become due and payable in full.

TRUSTOR:	
Signature(s):	
STATE OF UTAH	
COUNTY OF SALT LAVE	: ss.)

The foregoing instrument we the Trustor(s): William Richa	as acknowledged before me this 30th day of July	, 202 <u>74</u> , by
SEAL:	NOTARY PUBLIC	

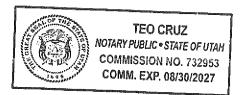


EXHIBIT "A"

Property Description

The Property is located in Salt Lake County, State of Utah, and is described as follows:

Parcel #: 21-10-330-012 Legal Description: Lot 8, best view #6 except the E 12 ft thereof 4007-224-6349-0723 6363-0940 6401-1835 8421-1679 8606-7673 9413-0128 9761-9409