

When recorded mail to:

895 Arrowhead, a Series of
Level Up Property Management, LLC
1218 N 2550 W
Lehi, UT 84043

14331303 B: 11542 P: 4952 Total Pages: 10
12/31/2024 03:15 PM By: ctafoya Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: TITLE GUARANTEE - RIVER PARK
10757 S RIVER FRONT PKWY STE 1SOUTH JORDAN, UT 840953521

ALL-INCLUSIVE TRUST DEED

With Assignment of Rents

THIS ALL-INCLUSIVE TRUST DEED is made between 895 E ARROWHEAD LANE LLC, a Utah limited liability company (hereinafter "Trustor"), acting through its manager LMNO Properties LLC and its member Arrowhead Legacy LLC (with Arrowhead Legacy LLC's liability and participation expressly limited to its capacity as a member only, without personal liability or personal guaranty of any individual or entity associated therewith), TITLE GUARANTEE, A TITLE INSURANCE AGENCY, LLC as Trustee (hereinafter "Trustee"), and 895 Arrowhead, a Series of Level Up Property Management, LLC as Beneficiary (hereinafter "Beneficiary").

WITNESS: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property situated in SALT LAKE COUNTY, State of Utah.

Beginning at a point described as 1728.5 feet East and 2300 feet North and South 89° West 136 feet from the Southwest corner of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 124.76 feet; thence South 89°40' East 127.2 feet to the West line of 900 East Street; thence Southwesterly on a curve to the left 122.53 feet; thence South 89° West 103.0 feet to the point of beginning.

Less and excepting the right-of-way for road over the South 20 feet.

Also Less and excepting the following:

Beginning at a point on the West line of 900 East Street; said point being North 2421.56 feet and East 1748.00 feet from the Southwest corner of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian (being the Northeast corner of that certain tract of land conveyed to Carolyn Winterrose by Deed recorded December 8, 1972 as Entry No. 2766933 in Book 4046 at Page 488 of the Official Records); running thence Southwesterly 104.20 feet along the arc of a 1178.92 foot radius curve to the left (Note: chord bears South 12°07'09" West 104.17 feet); thence South 89°00'00" West 15.068 feet; thence Northeasterly 105.05 feet along the arc of a 1198.92 foot radius curve to the right (Note: chord bears North 13°20'31" East 105.02 feet); thence South 89°40'00" East 12.70 feet to the point of beginning.

More particularly described as follows:

Beginning North 2424.56 feet and East 1748 feet and North 89°40' West 12.70 feet from the Southwest corner of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 89°40' West 128.86 feet; thence South 104.8 feet more or less; thence North 89°40' East 104.62; thence Northeasterly along a 1,198.92 foot radius

curve to the right 105.05 feet to beginning.

Less and excepting that certain property in Warranty Deed Entry No. 13420727 described as follows:

A Parcel of land in fee for sidewalk safety improvements incident to a pavement maintenance project of the existing highway State Route 71 known as Project No. F-0071(66)12, being part of an entire tract of property situate in the Northeast quarter and the Southwest quarter of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the existing Northerly right of way line of Arrowhead Lane and the existing Westerly right of way line of State Route 71: said point being 6.46 feet North 18°54'13" East, along the monument line and 36.59 feet West from a street monument found at the intersection State Route 71 and Arrowhead Lane, (Note: said point described in record deed as being 2421.56 feet North; thence 1748.00 feet East; thence 104.20 feet Southwesterly along the arc of a 1178.92 foot radius curve to the left (Note: chord bears South 12°07'09" West 104.17 feet) from the Southwest corner of said Section 8), and running thence South 89°00'00" West 18.00 feet along the Southerly boundary line of said entire tract to a point which is 68.54 feet radially distant Westerly from the control line of State Route 71 at Engineer station 266+62.90; thence North 01°00'00" West 2.00 feet to a point which is 68.90 feet radially distant Westerly from the control line of said project at Engineer Station 266.64.75; thence North 86°05'06" East 18.59 feet to a point which is 50.82 feet radially distant Westerly from said control line at Engineer Station 266+68.84 to the Easterly boundary line of said entire tract; thence Southerly 3.00 feet along the arc of a 1198.92 foot radius non-tangent curve to the left (Note: Chord to said curve bears South 09°56'11" West for a distance of 3.00 feet, central angle=00°08'36") along said Easterly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

(Note: Rotate the above bearings 00°14'20" clockwise to equal highway bearings).

Situated in Salt Lake County, State of Utah.

Tax Serial No. 22-08-326-014

Together with all buildings, fixtures, and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income tenements, hereditaments, privileges, and appurtenances hereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits:

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by an All-Inclusive Promissory Note (hereinafter the "Note") of even date herewith, in the principal sum of ONE MILLION ONE HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$1,190,000.00), 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 agreement of Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or its successors or assigns when evidenced by a Promissory Note or Notes reciting that they are secured by this Trust Deed; and (4) the payment of all sums expended or advanced by a beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

This instrument is an All-Inclusive Trust Deed subject and subordinate to the following instruments (hereinafter "Senior Encumbrances"):

A DEED OF TRUST executed by 895 Arrowhead, a series of Level Up Property Management, LLC as TRUSTOR and Deseret First Federal Credit Union as TRUSTEE, in the stated amount of \$811,000.00, in favor of Deseret First Federal Credit Union as BENEFICIARY, dated July 28, 2021 and recorded July 28, 2021, as Entry No. 13729965, in Book 11213, at Page 5363, in the [Official Records]

AND:

A DEED OF TRUST executed by 895 Arrowhead, a series of Level Up Property Management, LLC, as TRUSTOR, and Deseret First Federal Credit Union, as TRUSTEE, in the stated amount of \$235,000.00, in favor of Deseret First Federal Credit Union, as BENEFICIARY, dated May 6, 2024, and recorded May 7, 2024, as Entry No. 14237047, in Book 11489, at Page 5933, in the [Official Records.]

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

1. To keep said property in good condition and repair; not to remove or demolish any building thereon, to complete or restore promptly and in good workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting said property, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general; and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Trustor further agrees:

(A) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and

(B) To allow the beneficiary to inspect the said property at all times during construction.

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

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in a form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to the Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by

Beneficiary, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

3. To deliver to. Pay for and maintain with beneficiary until the indebtedness secured hereby is paid in full such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security thereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including the cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay all taxes, insurance, and assessments of every kind or nature as and when required by the Holders of Senior Encumbrances or when otherwise due in absence of any requirements under the Senior Encumbrances.

6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee is authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrances, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary, therefore, including the cost of evidence of title, employ counsel, and pay reasonable legal fees.

7. To pay immediately and without demand, all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate borne by the principal balance under the Note until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief, therefore, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights or action, and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may, after deduction therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note of endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any persons for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d)

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. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

10. As additional security, Trustor hereby assigns Beneficiary, during the continuance of their trusts, all rents, issues, royalties, profits of the property affected by this Trust Deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

11. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damages of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

13. The failure on the part of Beneficiary 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.

14. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part of parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

15. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and

place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the trustfulness thereof. Any person, including Beneficiary, may bid at the same. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the evidence of title procured in connection with such sale; (2) all sums expended under the terms hereof, not then repaid, with accrued interest at the rate borne by the principal balance under the Note from date of expenditure; (3) all other sums then secured hereby; and (4) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

16. Upon the occurrence of any default hereunder, Beneficiary shall have 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 and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

17. Beneficiary may appoint a Successor Trustee at any time by filing for record in the office of the County Recorder of each county in which said property, or some part hereof is situated, a substitution of Trustee. From the time the substitution is filed for record, the new Trustee shall succeed to all powers, duties, authority, and title of the Trustee named herein or of any Successor Trustee. Each such substitution shall be executed and acknowledged and notice thereof shall be given and proof thereof made, in the manner provided by law.

18. 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. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the note secured hereby. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

19. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

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

21. 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.]

Dated this 30 day of December, 2024

TRUSTOR:

895 E ARROWHEAD LANE LLC, a Utah limited liability company

By: LMNO PROPERTIES LLC,
its Manager(s)

Timothy Shirley

Timothy Shirley
Authorized Signer

Lauren Shirley

Lauren Shirley
Authorized Signer

By: ARROWHEAD LEGACY LLC,
its Member

Alyssa Holbrook

Alyssa Holbrook
Authorized Representative

State of Virginia)

:ss

County of City of Alexandria)

On the 30 of December, 2024, personally appeared before me TIMOTHY SHIRLEY, who being by me duly sworn, did say that he is an Authorized Signer of LMNO Properties LLC, a Utah limited liability company, manager of 895 E ARROWHEAD LANE LLC, and that said document was signed by him on behalf of said Limited Liability Company by Authority of its Operating Agreement or Resolution of its Members, and said TIMOTHY SHIRLEY acknowledged to me that he executed the same, both in his individual capacity as personal guarantor and in his representative capacity as authorized signer of the Limited Liability Company.

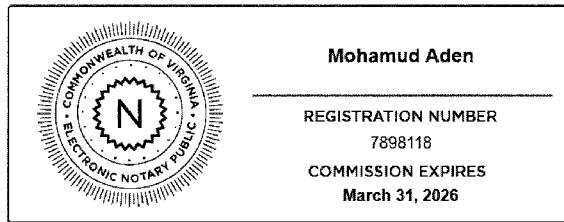


NOTARY PUBLIC

7898118

Electronic Notary Public

03/31/2026



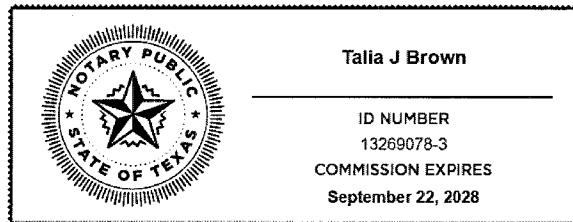
Notarized remotely online using communication technology via Proof.

State of Texas)
:ss
County of Collin)

TJB DOCUMENT: ALL-INCLUSIVE TRUST DEED

On the 30th of December, 2024, personally appeared before me LAUREN SHIRLEY, who being by me duly sworn, did say that she is an Authorized Signer of LMNO Properties LLC, a Utah limited liability company, manager of 895 E ARROWHEAD LANE LLC, and that said document was signed by her on behalf of said Limited Liability Company by Authority of its Operating Agreement or Resolution of its Members, and said LAUREN SHIRLEY acknowledged to me that she executed the same, both in her individual capacity as personal guarantor and in her representative capacity as authorized signer of the Limited Liability Company.

Talia J Brown _____
NOTARY PUBLIC



Electronically signed and notarized online using the Proof platform.

State of Florida)
:ss
County of Broward)

On the 31st of December, 2024, personally appeared before me ALYSSA HOLBROOK, who being by me duly sworn, did say that they are an Authorized Representative of Arrowhead Legacy LLC, a Utah limited liability company, member of 895 E ARROWHEAD LANE LLC, and that said document was signed by them on behalf of said Limited Liability Company by Authority of its Operating Agreement or Resolution of its Members, and said representative acknowledged to me that they executed the same solely in their representative capacity on behalf of Arrowhead Legacy LLC, with Arrowhead Legacy LLC's involvement being expressly limited to its capacity as a member only, without personal liability or personal guaranty of any individual or entity associated therewith.


NOTARY PUBLIC

Jaylen C Ford

Notarized remotely online using communication technology via Proof.

Type of identification produced: UT driver's license

