

When Recorded, Mail to:

HUSSEIN ALI KALAKISH
2875 East Newmans Lane
Holladay, Utah 84121

14362587 B: 11558 P: 9791 Total Pages: 10
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Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: MERIDIAN TITLE COMPANY
64 E WINCHESTER STSALT LAKE CITY, UT 841075600

Assessor's Parcel No. 22-02-351-006

SECOND TRUST DEED-

WITH ASSIGNMENT OF RENTS

MTC #347801

THIS SECOND TRUST DEED WITH ASSIGNMENT OF RENTS (this "Trust Deed") is made this 24th day of March, 2025, between ADAM D. MARBERGER and HEIDI M. MARBERGER, whose address is 2760 Spring Creek Road, Holladay, Utah 84117, as Trustors (collectively, "Trustor"), MERIDIAN TITLE COMPANY, a Utah corporation, whose address is 64 East 6400 South, Suite 100, Salt Lake City, Utah 84107, as Trustee, and HUSSEIN ALI KALAKISH, whose address is 2875 East Newmans Lane, Holladay, Utah 84121, as Beneficiary.

Trustor conveys and warrants to the Trustee, in trust, with the power of sale, the following described property located in Salt Lake County, State of Utah (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances to the property now or hereafter used or enjoyed with the Property or any part thereof; subject, however, to the power and right granted to the Beneficiary to collect and apply rents, issues and profits from the Property.

This Trust Deed is created for the purpose of securing (1) the payment of the indebtedness evidenced by a Promissory Note (the "Note") of even date herewith, in the principal amount of \$630,000, made by Trustor and payable to the order of the Beneficiary at the times and in the manner, and at such rates of interest as set forth in the Note or any extensions, renewals, or modifications of the Note; (2) the performance of each agreement and obligation of Trustor under this Trust Deed and any other agreements made incidental to this transaction; (3) the payment of such additional loans or advances as may be made to Trustor by Beneficiary when secured by promissory notes that state that they are secured by this Trust Deed; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof to protect Beneficiary's security in the Property, together with interest as provided in this Trust - Deed.

To protect the security of this Trust Deed, Trustor agrees as follows:

1. Maintenance of Property. Trustor will keep the Property in good condition and repair. Trustor agrees not to demolish any building on the Property and to restore

any building now or subsequently located on the Property in a good and workmanlike manner following any damage; to comply with all laws and regulations affecting the use and occupancy of the Property; to abide by any applicable covenants, conditions, or restrictions applicable to the Property; not to commit or permit waste on the Property; and, if the loan proceeds secured by this Trust Deed are for the construction or improvement of any building on the Property, to complete the construction promptly and in accordance with the approved plans and specifications.

2. Property Insurance. Trustor will provide and maintain insurance on the Property at all times at Trustor's expense. In the event of loss, Trustor will immediately notify Beneficiary, who has the right to make proof of loss. Proceeds of any insurance policy will be paid directly to Beneficiary, who will have the option to apply the proceeds to the indebtedness secured by this Trust Deed, or to the replacement or repair of the improvements. This insurance requirement may be satisfied by the similar insurance requirement in any First Trust Deed encumbering the Property, and is not in addition to it.

3. Defense of Title. Trustor will appear in and defend any action or proceeding affecting the title to the Property without expense to Beneficiary. Beneficiary shall have the right to appear independently of Trustor to defend its own interest, and in that event, Trustor agrees to pay the reasonable costs of Beneficiary's defense, including attorney's fees.

4. Payment of Taxes and Assessments. Trustor will pay all taxes and assessments affecting the Property including assessments on water stock or water rents or similar payments associated with the right to use water on the Property, and to pay all other encumbrances, liens, or charges which may have priority over this Trust Deed. Such payment will be made at least 5 days prior to becoming delinquent.

5. Payment of Note. Trustor will make all payments under the Note as they become due.

6. Beneficiary's Right to Defend Property. In the event that Trustor fails in these obligations, Trustee or Beneficiary shall have the right, but not the obligation, to make such payments or take such actions with respect to the Property as they deem appropriate and necessary to protect the security. Beneficiary may appear in any proceeding to defend title, to contest any encumbrance, and to contest the amount or validity of any assessment. Beneficiary may also commence actions to contest the validity of any lien or encumbrance, or any adverse claim of title to the Property. Payments or actions on the Property will be made without prior notice to Trustor, and the fact that Beneficiary has undertaken any such action or payment shall not release Trustor from its obligations.

7. Advancement of Funds. In the event that Beneficiary has incurred any expenses in the defense of its security interest in the Property, or advanced any funds to pay taxes, assessments, prior liens or any similar charge or expense against the Property which should have been paid by Trustor, Trustor agrees to repay the amounts incurred, together with interest at 1.5 times the rate of interest on the Note, which shall begin to accrue on the date such funds were advanced, and continue until fully paid. Such advanced funds are secured by this Trust Deed.

8. Condemnation. It is mutually agreed that if the Property or any material part of the Property is taken or damaged through the exercise of eminent domain, fire, flood, physical damage, or in any other manner, Beneficiary is entitled to any and all compensation awards, relief, or insurance proceeds related to the taking or damage. Beneficiary is entitled to enter into and defend any action for damages or taking of the Property, and to make any compromise or settlement in conjunction with the taking or damage. All such awards or proceeds are assigned to Beneficiary to the extent of the unpaid balance on the Note. Beneficiary may apply the award or proceeds to the balance on the Note or other indebtedness secured by this Trust Deed, or, in Beneficiary's sole discretion, apply the proceeds to the restoration of the Property.

9. Assignment of Rents. As additional security for Beneficiary during the term of this Trust Deed, Trustor also assigns all rents, income issues, royalties, and profits from the Property to Beneficiary. Until Trustor defaults in the payment of any sum due under this Trust Deed or the performance of any obligation with respect to the Property, Trustor shall be entitled to collect all rents and profits as they become due and payable. If Trustor defaults in its obligations under this Agreement, Beneficiary is immediately entitled to collect all rents, profits, and other income applicable to the Property, with or without taking possession. Failure on the part of Beneficiary to exercise this right with respect to one event of default shall not constitute a waiver of the right with respect to any subsequent default of the Trustor. This assignment of rents shall not be construed as a subordination of Beneficiary's lien priority to any lease or rental agreement nor as an affirmation or assumption of any lease or rental agreement. Beneficiary is not obligated to collect rents, and the failure to collect shall not excuse Trustor from any obligation it has to Beneficiary.

10. Right of Entry. Upon any default by Trustor, Beneficiary may at any time, and without notice, either in person or by agent (including a court appointed receiver which may be the Beneficiary or its designated agent) take possession of the Property or any part of it, and in its own name sue for or otherwise collect rents owed and other income such as condemnation awards and insurance proceeds) from the Property, including any amounts then past due. Any such sums collected will be applied first to the payment of Beneficiary's reasonable expenses of collection, then to interest owed, then to the principal of the indebtedness.

11. Non-Waiver. Beneficiary's taking possession of the Property and collection of rents shall not constitute a waiver or release of Trustor's obligations, invalidate any notice of default, or terminate any proceeding for sale or foreclosure then pending. Beneficiary's failure to promptly exercise its rights under this Agreement shall not constitute a waiver of those rights as to the specific default, or as to future defaults of Trustor.

12. Notice of Default. Time is of the essence of this Agreement. In the event of any failure of Trustor to pay the sums owed under this Trust Deed, all sums secured by this Trust Deed shall become immediately due and payable at the option of the Beneficiary. Beneficiary will execute and deliver to Trustee a notice of default and election to cause the Property to be sold to satisfy the obligations under this Trust Deed. Trustee will file that notice for record in the county where the Property is located. Beneficiary will also deposit with the Trustee the Note and all records showing the amount owed by the Trustor.

13. Sale of Property. After the expiration of such period of time as established by law for the notice of Default, and the Notice of Default and Notice of Sale having been duly recorded and published as required by law, Trustee may proceed to sell the Property to the highest bidder at the time and place designated in the notice for the Sale. If there are multiple parcels within the Property, Trustee may sell them in any order Trustee determines, in bulk, or individually, all with the purpose of maximizing the proceeds of the sale for the mutual benefit of Beneficiary and Trustor. The person conducting the sale may postpone the Sale for up to one day, but if the Sale is postponed for longer than one day, notice of the Sale must be given in the manner required for the original Notice of Sale. Trustee will execute and deliver a Deed to the Property upon sale. Such Deed will be without warranty, express or implied. The recitals in the Deed concerning the Default and Sale shall be deemed conclusive. Any person, including the Beneficiary, may bid at the Sale.

14. Application of Proceeds. The Trustee will apply the proceeds of the Sale as follows: First to the payment of the costs of the sale, including Trustee's and attorney's fees, publication and recording costs and similar administrative costs; then to the cost of providing evidence of title to the Buyer at Sale including title insurance; then to the repayment of any sums advanced by Beneficiary for the payment of taxes, assessments, insurance, or similar expenses, and accrued interest on any such advancements; then to the payment of interest due on the Note; then to the payment of the Principal on the Note; and finally, if there remains any proceeds from the Sale in excess of the above, the balance will be paid to Trustor or such other persons who are legally entitled to it.

15. Acceleration of Balance. Upon the occurrence of any default under this Trust Deed, Beneficiary has the option to declare all sums secured immediately due and payable, and to foreclose on the Property in the manner prescribed by law for the foreclosure of mortgages on real property. Beneficiary is entitled to collect all costs of foreclosure including reasonable attorney's fees, in the event of a judicial foreclosure.

16. Due on Sale. This Trust Deed is not assignable, assumable or transferable by Trustor to any third party. The amounts secured by this Trust Deed are immediately due upon the Sale of the Property, including involuntary sales such as foreclosure of the First Trust Deed, tax sale, lien foreclosure, or the foreclosure of any interest senior to this Trust Deed. The amounts secured by this Trust Deed will also be immediately due in the event Trustor ceases to occupy the Property as a residence.

17. Successor Trustee. Beneficiary may appoint a successor Trustee at any time by filing for record in the County where the Property is located a written notice of substitution. From the date on which the Notice is filed for record, all rights, powers, and obligations of the Trustee will pass to the new Trustee.

18. Joint and Several Liability. The obligations of the Trustor, if there is more than one Trustor, are deemed joint and several, and Beneficiary may proceed against them singly or jointly, or in any order that Beneficiary deems appropriate. The term Beneficiary shall mean and include any assignee of the named Beneficiary under a written assignment of this Trust Deed.

19. Modification and Extensions. Beneficiary may grant extensions, modifications, or amendments to the Note, the terms and conditions of this Trust Deed or any other related agreement between the Trustor and Beneficiary without affecting the priority of this Trust Deed. Any such agreements must be in writing signed by the Beneficiary.

20. Acceptance by Trustee. The Trustee accepts this Trust when the Trust Deed is filed for public record in the county in which the Property is located.

21. Choice of Laws. This Trust Deed is to be construed under the laws of the State of Utah.

22. Other Remedies. The remedies in this Trust Deed are not intended to be exclusive. All other remedies available to Beneficiary at law or equity are available in the enforcement of Trustor's obligations.

23. Request for Notice. Trustor requests that any notice of default or notice of sale under this Trust Deed be mailed to Trustor at the address stated above (or such other address as the Trustor may have given in a recorded request for notice).

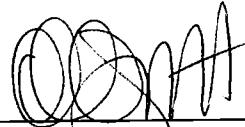
TRUSTOR:

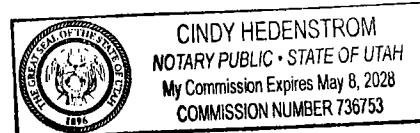

Adam D. Marberger


Heidi M. Marberger

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

The foregoing instrument was acknowledged before me this 24th day of March, 2025, by ADAM D. MARBERGER.


NOTARY PUBLIC



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

The foregoing instrument was acknowledged before me this 24th day of March, 2025, by HEIDI M. MARBERGER.



NOTARY PUBLIC

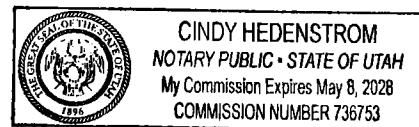


Exhibit "A"

Parcel 1: [22-14-304-021]

A PARCEL OF LAND LOCATED IN NEWMAN'S LANE SUBDIVISION, A NON REGULAR SUBDIVISION, IN SALT LAKE COUNTY, STATE OF UTAH SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF NEWMAN'S LANE (A 20 FOOT R/W) SAID POINT BEING 2090.43 FEET NORTH AND 1163.68 FEET EAST FROM THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 01°02'24" EAST, 253.42 FEET; THENCE NORTH 89°56' EAST 181.00 FEET, THENCE SOUTH 0°08'13" EAST 253.37 FEET; THENCE SOUTH 89°56' WEST 186.21 FEET TO THE POINT OF BEGINNING.

ALSO, THE FOLLOWING DESCRIBED REAL PROPERTY:

BEGINNING NORTH 2343.52 FEET AND EAST 924.55 FEET MORE OR LESS AND NORTH 89°56' EAST 236.49 FEET FROM THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°56' EAST 7.61 FEET; SOUTH 01°02'24" WEST 253.42 FEET; NORTH 00°36'51" WEST 253.39 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 10 FOOT EASEMENT PARALLEL AND CONTIGUOUS TO THE SOUTH BOUNDARY OF SAID LOT NO.4 FROM THE SOUTHWEST CORNER OF LOT NO. 4 TO A POINT 141.00 FEET NORTH 89°56' EAST FROM THE SOUTHWEST CORNER OF LOT NO. 4 AND THE SOUTH LINE OF SAID EASEMENT, CONTINUING ANOTHER 40.00 FEET ALONG THE SAME BEARING OF NORTH 89°56' EAST TO A POINT SOUTH 0°08'13" EAST 30 FEET FROM THE SOUTHEAST CORNER OF LOT 4, THE NORTH BOUNDARY OF SAID EASEMENT IS THE SOUTH BOUNDARY OF LOT 4, THE BOUNDARY OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 2090.44 FEET NORTH AND 1168.88 FEET EAST FROM THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND CONTINUING THENCE NORTH 89°56' EAST 141.00 FEET TO THE POINT OF BEGINNING TO A 20.0 FEET RADIUS CURVE TO THE LEFT (LC BEARS NORTH 44°53'54. EAST 28.27 FEET); THENCE 31.40 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT TO THE POINT OF TANGENCY; THENCE NORTH 89°56' EAST 20.00 FEET; THENCE SOUTH 0°08'13" WEST 30.00 FEET; THENCE SOUTH 89°56' WEST 181.00 FEET TO THE POINT OF BEGINNING.

Parcel 2: [22-02-351-006 & 22-02-351-018]

Commencing at a point which is 841.04 feet North and East 3395.54 feet; thence North 21° West 240.0 feet and South 69° West 83.7 feet and North 21°00' West 116.68 feet from the South Quarter Corner of Section 3, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 69°00' West 106.1 feet; thence North 21°00' West 116.68 feet; thence North 69°00' East 106.1 feet; thence South 21°00' East 116.68 feet to the place of beginning.

Subject to a Right of Way over the North 20.0 feet of the property described.

Also:

Beginning at a point on the Northerly record title boundary of Grantors land, said point being North 1,070 feet and East 2,622 feet and North 69°00' East 533.1 feet and South 21°00' East 110 feet and North 69°00' East 22.08 feet from the South quarter corner of Section 3, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 21°00' East 53.64 feet; thence South 33°04' West 31.47 feet; thence South 69°00' West 80.00 feet to a fence; thence North 19°38'25" West along said fence 65.44 feet to the Northerly record title boundary of the Barrell property; thence North 69°00' East along said Northerly boundary 81.84 feet; thence North 21°00' West 6.68 feet; thence North 69°00' East 22.08 feet to the point of beginning.

Less and excepting the following:

A PARCEL OF LAND BEING A PART OF A PARCEL OF LAND LOCATED IN HOLLADAY CITY, SALT LAKE COUNTY UTAH, BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SPRING CREEK ROAD; SAID POINT BEING N 0°46'26" E 1050.45 FEET, AND N 90°00'00" E 2639.06 FEET, AND N 69°00'00" E 533.10 FEET, FROM FOUND SOUTH 1/4 OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING N 0°46'26" E 2631.77 FEET BETWEEN FOUND SOUTH 1/4 AND FOUND CENTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN); RUNNING THENCE N 69°00'00" E 114.20 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 2770 EAST (ON PLAT CALLED 2790 EAST) AS SHOWN ON EXTENSION OF 2790 EAST FROM 4590 SO. TO KENTUCKY AVE., RECORDED FEBRUARY 8, 1966 AS ENTRY NO. 2141609 IN BOOK DD, AT PAGE 76, OFFICIAL RECORDS; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES; 1) S 21°00'00" E 7.06 FEET, TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF 86.96 FEET, 2) SOUTHERLY 45.53

FEET, THROUGH A CENTRAL ANGLE OF 30°00'01", TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 136.96 FEET; 3) SOUTHERLY 71.71 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°00'01", AND 4) S 21°00'00" E 29.00 FEET TO AN EXTENSION OF A FENCE; THENCE S 69°47'18" W ALONG SAID EXTENSION AND ALONG SAID FENCE 84.56 FEET, TO INTERSECTION OF A THREE WAY FENCE; THENCE N 20°20'03" W ALONG A FENCE 30.18 FEET; THENCE N 21°00'00" W 116.68 FEET, TO THE POINT OF BEGINNING.

AND

A PARCEL OF LAND BEING A PART OF A PARCEL OF LAND LOCATED IN HOLLADAY CITY, SALT LAKE COUNTY UTAH, BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF A THREE WAY FENCE; SAID POINT BEING N 0°46'26" E 1050.45 FEET, AND N 90°00'00" E 2639.06 FEET, AND N 69°00'00" E 533.10 FEET, AND S 21°00'00" E 116.68 FEET, TO A POINT ON A FENCE, AND S 20°20'03" E ALONG SAID FENCE 30.18 FEET, FROM FOUND SOUTH 1/4 OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING N 0°46'26" E 2631.77 FEET BETWEEN FOUND SOUTH 1/4 AND FOUND CENTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN); RUNNING THENCE N 69°47'18" E ALONG A FENCE 84.56 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 2770 EAST (ON PLAT CALLED 2790 EAST), AS SHOWN ON EXTENSION OF 2790 EAST FROM 4590 SO. TO KENTUCKY AVE., RECORDED FEBRUARY 8, 1966 AS ENTRY NO. 2141609 IN BOOK DD, AT PAGE 76, OFFICIAL RECORDS; THENCE S 21°00'00" E ALONG SAID WEST RIGHT-OF-WAY LINE 99.39 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF KENTUCKY AVENUE, AS SHOWN ON KENTUCKY AVENUE DEDICATION PLAT, RECORDED MAY 27, 1947 AS ENTRY NO. 1083520, IN BOOK J OF PLATS, AT PAGE 157, OFFICIAL RECORDS, SAID POINT BEING A POINT ON A NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 502.01 FEET AND A RADIAL BEARING OF S 46°19'43" E; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: 1) WESTERLY 79.04 FEET, THROUGH A CENTRAL ANGLE OF 9°01'17", TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 368.40 FEET, AND 2) WESTERLY 18.71 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°54'35"; THENCE N 21°00'00" W 63.50 FEET; THENCE S 69°00'00" W 106.10 FEET, TO A FENCE ON THE WEST SIDE OF SAID PARCEL; THENCE N 21°00'00" W 68.43 FEET, TO AN INTERSECTION OF A FENCE; THENCE EASTERLY ALONG SAID FENCE THE FOLLOWING TWO (2) COURSES: 1) N

69°30'44" E 80.21 FEET AND 2) N 32°39'20" E 31.71 FEET, TO THE POINT OF BEGINNING.

Tax ID: 22-14-304-021, 22-02-351-006, 22-02-351-018