

WHEN RECORDED, MAIL TO:

E & M Financials, LLC

P.O. Box 900595 Sandy, UT 84090

File No. 24-22307-SEW

Tax Parcel No.: 34-07-201-056

**14395455 B: 11577 P: 6476 Total Pages: 6**

**06/10/2025 09:57 AM By: aallen Fees: \$40.00**

**Rashelle Hobbs, Recorder, Salt Lake County, Utah**

**Return To: TITLE GUARANTEE**

**1385 E FORT UNION BLVD SALT LAKE CITY, UT 841212887**

## **DEED OF TRUST**

**(With Assignment of Rents, Security Agreement, and Fixture Filing)**

THIS DEED OF TRUST, made effective as of June 09, 2025, is between B. Melisha Scholle, trustee of THE 418 FAIRMONT HILL DR DRAPER TRUST dated June 25, 2024, whose mailing address is 233 N. 1250 W., Suite 102, Centerville, UT 84014, as "Trustor", Real Advantage Title Utah or Stewart Title of Utah, Inc., whose mailing address is 6965 Union Park Center #100, Cottonwood Heights 84047 and 5734 South 1475 East Suite #100 Ogden, UT 84403, as "Trustee", and E & M Financials, LLC, whose mailing address is P.O. Box 900595 Sandy, UT 84090, as "Beneficiary".

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the certain real property situated in Salt Lake County, State of Utah, commonly known as 418 Fairmont Hill Dr S, Draper, UT 84020, USA, and further described as follows (the "Property"):

### **SEE ATTACHED "EXHIBIT A"**

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 thereunto belonging, now or hereafter used or enjoyed with the Property, or any part thereof, ts, privileges, and appurtenances thereunto now or hereafter used or enjoyed with said property, or any part thereof;

FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of **\$110,000.00**, payable to the order of the Beneficiary at the times, in the manner and with interest as therein set forth, and payment of any sums expended or advanced by the Beneficiary to protect the security hereof.

Trustor agrees to pay all taxes and assessments on the above property, to pay all charges and assessments on water or water stock used on or with said property, not to commit waste, to maintain adequate fire/hazard insurance on improvements on said property, to pay all costs and expenses of collection (including Trustee's and Attorney's fees in event of default in payment of the indebtedness secured hereby) and to pay reasonable Trustee's fees for any of the services performed by Trustee hereunder, including a reconveyance hereof.

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.

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

The undersigned person executing this instrument on behalf of Trustor represents and certifies that he/she has been fully authorized and empowered, by proper action of the governing body of Grantor, to execute and deliver this instrument; that Trustor has full capacity to convey the real estate described herein; and that all necessary action for the making of such conveyance has been taken and done. Each person signing this Deed of Trust on behalf of an entity or as a trustee of a trust represents and warrants that he or she has full power, authority and capacity to execute and deliver this instrument on behalf of such entity or trust and each such person represents and warrants this instrument has been duly authorized, executed and delivered by Trustor and constitutes the legal, valid and binding obligation of Trustor enforceable against Trustor in accordance with the terms hereof.

Co-Trustees. This Deed of Trust contemplates there may be more than one Trustee, although it is permissible for there to be a single Trustee. When there is more than one Trustee, such persons/entities will be considered co-trustees, but each may be referred to herein collectively as the Trustee or the Trustee(s). The following provisions apply to co-trustees:

Each co-trustee, acting alone, and without necessity of ratification or consent by the other co-trustee(s), shall have full power and authority to execute all kinds of instruments contemplated to be executed by trustees of deeds of trust pursuant to Utah law, including the provisions of Title 57 of the Utah Code, as amended from time to time. Such documents include, but are not limited to, deeds of reconveyance, notices of default, notices of sale, and/or trustee's deeds. All co-trustees shall not be required to execute such documents. The act / signature of one co-trustee acting alone as Trustee of this Deed of Trust shall be sufficient.

#### **Assignment of Rents**

As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the Property affected by this Deed of Trust and of any personal property located thereon. In addition, Trustor hereby grants a Uniform Commercial Code security interest in all such rents and profits of the Property. 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 monies 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 monies 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 Deed of Trust to any such tenancy, lease or option. Trustor

agrees that it will not collect rent on the Property more than one month in advance or lease the Property other than on commercially reasonable terms. 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 the 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 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, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of the 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.

### **Security Agreement and Financing Statements**

The following provisions related to this Deed of Trust as a security agreement are part of this Deed of Trust:

This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Upon request by Beneficiary, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the rents and any personal property. In addition to recording this Deed of trust in the county land records, Lender may, at any time, and without further authorization from Trustor, file executed counterparts, copies, or reproductions of this Deed of Trust as a financing statement. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever, or detach any personal property from the Property. Upon default, Trustor shall assemble any personal property not affixed to the Property in a manner and at a place reasonably convenient to Beneficiary and make it available to Beneficiary within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

IN WITNESS WHEREOF, TRUSTOR HAS EXECUTED THIS INSTRUMENT.

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IN WITNESS WHEREOF, the hand of said grantor, this 9<sup>th</sup> day of June, 2025.

The 418 Fairmont Hill Dr Draper Trust  
dated June 25, 2024

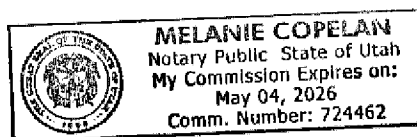
By: B. Melisha Scholle  
B. Melisha Scholle

STATE OF UTAH  
COUNTY OF SALT LAKE

On this 9 day of June, 2025 personally appeared B. Melisha Scholle, Trustee of the 418 Fairmont Hill Dr Draper Trust dated June 25, 2024, whose identity is personally known to me or proved on the basis of satisfactory evidence and who by me duly sworn or affirm, did say he/she is Authorized Signer of Banded Properties, LLC and said document was signed by him/her on behalf of said Limited Liability Company by Authority of its Bylaws or Resolution of its Board of Directors, and said Authorized Signer acknowledged to me said Limited Liability Company executed the same.

Witness my hand and official seal.

Melanie Copelan  
Notary Public



TG File No. 51757-SW

File No. **24-22307-SEW**

**EXHIBIT A**

The Land referred to herein below is situated in the County of Salt Lake, State of Utah and is described as follows: Lot 12, SOUTH FORK ESTATES AMENDED AND EXTENDED, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder, State of Utah.

Tax Parcel No.: 34-07-201-056

Also known as: 418 Fairmont Hill Dr S, Draper, UT 84020, USA