

14438326 B: 11601 P: 9877 Total Pages: 4  
09/19/2025 09:19 AM By: bhicks Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.  
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

When recorded return to:

Silver Fork Holdings, L.L.C., an Arizona  
limited liability company  
4910 W. Iron Springs Road  
Prescott, Arizona 86305

192993-BJG

## DEED OF TRUST

THIS DEED OF TRUST is made this 16<sup>th</sup> day of September, 2025, between Peter T. Rogers, as TRUSTOR, whose address is 10 Reid Court, Appleton, Wisconsin 54914, and Cottonwood Title Insurance Agency, Inc., a Utah corporation, as TRUSTEE, and Silver Fork Holdings, L.L.C., an Arizona limited liability company, as BENEFICIARY, whose address is 4910 W. Iron Springs Rd, Prescott, Arizona 86305.

WITNESSETH: TRUSTOR hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property situated in Salt Lake County, State of Utah:

Tax Identification #s: 30-06-428-033 (Parcel 1) and 30-06-428-032 (Parcel 2)

### PARCEL 1:

Lot 4, SUGARPLUM 459, a subdivision of Lots 4, 5 and 9 Sugarplum Amended, a Planned Unit Development, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.

### PARCEL 2:

Beginning at the Northeasterly most corner of Lot 4, of the SUGARPLUM 459 SUBDIVISION; thence North 22°40'00" East 2.05 feet; thence South 67°20'00" East 70 feet; thence South 22°40'00" West 2.05 feet; thence North 67°20'00" West 70 feet to the point of beginning. (being part of Lot 3, of the SUGARPLUM 459 SUBDIVISION)

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, and 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.

This Deed of Trust is for the purpose of securing performance of each agreement of Trustor contained in this Deed of Trust, and payment of the sum of One Million Dollars (\$1,000,000.00) with interest, in accordance with the terms of a Promissory Note of even date herewith, payable to the order of Beneficiary, and made by Trustor, and all renewals, modifications, and extension

thereof, and also such further sums as may be advanced or loaned by Beneficiary to Trustor, or any of Trustor's successors or assigns, together with interest thereon at such rate as shall be agreed upon.

**DUE DATE:** The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full according to the terms of the promissory note.

To protect the security of this Deed of Trust, Trustor 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 this 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 Trustor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such 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 Trustor 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 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 Trustor 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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right to require prompt payment 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 Trustor 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 Trustor in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary subject to any cure period provided in the note secured by this Deed of Trust. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Utah Real Estate Code, at public auction to the highest bidder. Any person except Trustee may bid at 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; and (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 all right, title and interest in the real and personal property which Trustor had or had the power to convey at the time of the execution of this Deed of Trust, and such as Trustor 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 compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

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

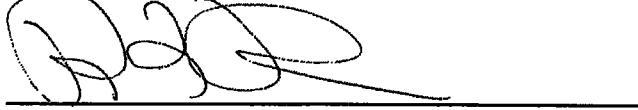
7. In the event of the absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee.

The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Trustor, 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 his/her/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.

TRUSTOR:

PETER T. ROGERS



STATE OF Wisconsin )  
:ss. )  
COUNTY OF Waukesha )

I certify that on September 16, 2025, personally appeared before me Peter T. Rogers, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that they executed the same.

Shawn J. Alrefai  
Notary Public

