

Trust Deed Page 1 of 5
Gary Christensen Washington County Recorder
07/14/2023 02:15:16 PM Fee \$40.00 By EAGLE
GATE TITLE INSURANCE AGENCY, INC.

When recorded return to:
Michael Fairbanks
83 South 900 East
Lindon, UT 84042

Sentry Exchange, LLC
Parked Property File #X-100195-MP-R

APN(s): SG-LY-10-188

**DEED OF TRUST
(With Assignment of Rents)**

THIS DEED OF TRUST, made on 13th day of July, 2023 between

Sentry Title Holder 100195, LLC
as Trustor,

whose address is 59 W University Pkwy, Orem, UT. 84058

and

Eagle Gate Title Insurance Agency, Inc.,
as Trustee,

whose address is 59 W. University Pkwy, Orem, UT 84058

and

Michael Fairbanks
as Beneficiary,

whose address is 83 South 900 East, Lindon, UT 84042

WITNESSETH: Trustor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in Washington County, Utah:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This deed is for the purpose of securing performance of each agreement of Trustor(s) herein contained, and payment of the sum of FIVE HUNDRED THREE THOUSAND FOUR HUNDRED FORTY AND 59/100 Dollars (\$503,440.59) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Trustor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Trustor(s), or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Trustor(s) covenant(s) and agree(s):

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.

**COURTESY
RECORDING ONLY**

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(s). 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(s) 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(s) 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.
7. **NO FURTHER ENCUMBRANCES:** As an express condition of Beneficiary making the loan secured by this Deed of Trust, Trustor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of a Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest immediately due and payable, whether the same be created by Trustor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

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 hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due 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(s) 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(s) in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust

property, in accordance with the non-judicial or judicial foreclosure statutes for the state in which the property is located, 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 the interest in the property which Trustor(s) had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they 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 any statute under the laws in which the subject property is located, is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
- 7. In the event of the death, incapacity, disability, or resignation of Trustee, 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(s), 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.
- 9. In the event of a default by Trustor, Beneficiary may, at its sole discretion, elect to have any and all rental income assigned directly to it for payment on the note secured by this Deed of Trust, and give notice to Trustor of the same. Trustor shall provide information for any tenants paying rent for use of the property to Beneficiary in writing within 10 days of any such request by Beneficiary. If no information is provided by Trustor, Beneficiary is authorized after ten days to contact tenants directly to give notification of such Assignment of Rents. Beneficiary shall be entitled to receive all rental income from the property until such time as a default for late or missed of payments has been cured. An election by beneficiary to have rental income assigned is not, in and of itself, a cure of any default by Trustor for late or missing payment(s).

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ACKNOWLEDGEMENT:

TRUSTOR

Sentry Title Holder 100195, LLC

By: Sentry Accommodation 100195, LLC, a Utah limited liability company

Its: Manager

By: Sentry Exchange, LLC, a Utah limited liability company



By: Chris Madison

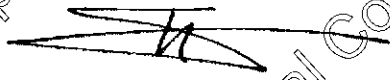
Its: Manager

STATE OF : UTAH

COUNTY OF : SALT LAKE

On this 14th day of July 2023, before me Seth Stoddard, a notary public, personally appeared Chris Madison, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal



Notary Public



EXHIBIT A

LEGAL DESCRIPTION

Property Address: 701 West Uxbridge Circle, St. George, UT 84770

Tax Parcel Number(s):

Property Description:

All of Lot 188, THE LEGACY NO. 10 TOWNHOME SUBDIVISION, according to the official plat thereof on file and of record in the office of the Washington County Recorder.