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BK 6043 PG 618

E 2809350 B 6043 P 618-626
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
6/19/2014 4:07:00 PM
FEE \$30.00 Pgs: 9
DEP eCASH REC'D FOR SMITH KNOWLES PC

WHEN RECORDED RETURN TO:

M. Darin Hammond
SMITH KNOWLES, P.C.
2225 Washington Boulevard, Suite 200
Ogden, UT 84401

NOTICE OF INTEREST

NOTICE IS HEREBY GIVEN THAT:

Pacific Avenue, LLC, claims an interest in the following parcels of real property, located in Davis County, Utah and more particularly described as follows (the "Property"):

Parcel 1:

BEG 13.98 CHAINS S FR NE COR NW 1/4 SEC 31-T3N-R1E, SLM;
TH W 167.08 FT, M/L, TO E LINE OF PPTY CONV TO STATE
ROAD COMMISSION IN 252-583; TH S 1^58' W 136.2 FT ALG SD
E LINE; TH S 7^34' W 202.1 FT ALG SD E LINE; TH S 70 FT, M/L,
TO S LINE OF GRANTORS LAND; TH SE'LY 3.14 CHAINS ALG
SD S LINE TO PT S OF BEG; TH N 6.33 FT TO BEG. CONT. 1.91
ACRES.

Tax ID # 07-071-0010

Parcel 2:

BEG 55 RODS S FR NW COR OF NE 1/4 SEC 31-T3N-R1E, SLM;
TH E 12 RODS; TH S 25 RODS; TH W 10.50 RODS; TH N 25 RODS
TO POB. CONT 1.75 ACRES.

Tax ID # 07-071-0011

Parcel 3:

BEG AT THE S COR PARCEL OF LAND, WH IS
APPROXIMATELY 3.11 CHAINS W & 85.6 FT N FR THE SE COR
OF SD NE 1/4 NW 1/4 SEC 31-T3N-R1E, SLM; TH N 7^34' E 186.4

FT; TH N 1⁵⁸' E 136.2 FT TO THE N BNDRY LINE OF SD PARCEL; TH W 29.5 FT TO A PT 33 FT PERP'LY DISTANT E'LY FR CENTER LINE OF SURVEY OF A HWY KNOWN AS PROJECT NO. S-0116(1); TH S 320.42 FT PARALLEL WITH SD CENTER LINE OF SURVEY TO THE POB. CONT. 0.145 ACRES.

Tax ID # 07-071-0013

Parcel 4:

BEG ON THE W'LY LINE OF THE OLD BAMBERGER R/W, WH PT IS S 0¹⁵'20" W 922.68 FT ALG THE 1/4 SEC LINE & N 89⁴⁴'40" W 1830.74 FT FR THE N 1/4 COR OF SEC 31-T3N-R1E, SLM; & RUN TH S 12⁴⁵'42" E 644.04 FT ALG SD LINE; TH N 90⁰⁰' W 544.88 FT; TH N 0¹¹'06" E 629.92 FT ALG THE E LINE OF A FRONTAGE RD; TH S 89⁴⁴'40" E 400.59 FT TO THE POB. CONT. 6.825 ACRES.

Tax ID # 07-070-0112

Parcel 5:

BEG AT A PT ON THE W LINE OF 200 EAST STR, WH PT IS S 0¹⁵'20" W 922.68 FT ALG THE 1/4 SEC LINE & N 89⁴⁴'40" W 290.31 FT FR THE N 1/4 COR OF SEC 31-T3N-R1E, SLB&M; & RUN TH S 0⁰⁶'00" E 303.23 FT ALG SD STR; TH N 87¹⁶'55" W 200.00 FT; TH S 0⁰⁶'00" E 85.00 FT; TH S 87¹⁶'55" E 200.00 FT; TH S 0⁰⁶'00" E 10.46 FT TO AN AGREED BNDRY LINE; TH ALG SD LINE THE FOLLOWING COURSES & DISTANCES: S 90⁰⁰' W 820.08 FT, S 08³⁵'19" E 225.08 FT, S 90⁰⁰' W 544.71 FT TO THE E'LY R/W LINE OF THE OLD BAMBERGER RR; TH N 12⁴⁵'42" W 643.71 FT ALG SD LINE; TH S 89⁴⁴'40" E 863.55 FT ALG THE S'LY BNDRY OF AEGEAN VILLAGE PLAT B; TH N 1.07 FT; TH S 90⁰⁰' E 518.50 FT ALG THE S'LY BNDRY OF AEGEAN VILLAGE PLAT A; TH S 0⁰⁶' E 3.38 FT; TH S 89⁴⁴'40" E 90.63 FT TO THE POB. CONT. 15.63 ACRES (CORRECTIONS MADE FOR TAXING PURPOSES.).

Tax ID # 07-070-0113

WHEN RECORDED MAIL TO:

M. Darin Hammond
SMITH KNOWLES, P.C.
4723 Harrison Blvd., Suite # 200
Ogden, UT 84403

DEED OF TRUST

THIS DEED OF TRUST is made this 21st day of June, 2013, between KW ADVISORY GROUP, LLC, a Delaware limited liability company and COLBY BOND, an individual, as Trustors, M. DARIN HAMMOND as Trustee, and PACIFIC AVENUE, LLC, as Beneficiary.

Trustors hereby COVENANT AND WARRANT TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described properties situated in Davis County, Utah:

- **See 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 now or hereafter used or enjoyed with said property, or any part thereof;

FOR THE PURPOSE OF SECURING payment of the potential indebtedness evidenced in the Promissory Note in the amount of Two Hundred Thousand Dollars (\$200,000.00), at the times and in the manner set forth in said instrument which is herein incorporated by this reference.

UNIFORM COVENANTS: Beneficiary and Trustors covenant and agree as follows:

1. The property identified herein is collateral for a promissory note of even date herewith. Beneficiary shall be entitled to record this instrument with the Davis County Recorder's office as of June 19, 2015 if said promissory note is not paid in full. At that time, this deed of trust shall be an encumbrance upon all property set forth in Exhibit "A".

2. The covenants and agreements herein contained shall bind and the rights hereunder shall enure to the respective successors and assigns of the Trustors and Beneficiary. All covenants and agreements of the Beneficiary shall be joint and several. Any captions used in headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

3. Except for any notice required under applicable law to be given in another manner, any notice to Beneficiary provided for in this Deed of Trust shall be given by mailing such notice by certified mail, addressed to Beneficiary at the property address or at such other

address as Beneficiary may designate by notice to Trustors as provided herein, and any notice to Trustors shall be given by certified mail, return receipt requested, to Trustors' address stated herein, or to such other address as Trustors may designate by notice to Beneficiary as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Beneficiary or Trustors when given in the manner designated herein.

4. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the property is located. The foregoing sentence shall not limit the applicability of Federal Law to this Deed of Trust. In the event that any provision or clause in this Deed of Trust or the Settlement Agreement conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust, or the Settlement Agreement which can be given without the conflicting provision, and to this end the provisions of the Deed of Trust and the Settlement Agreement are declared to be severable.

5. If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and that the election to cause the property to be sold and shall record such notice in the county in which the property, or some part thereof, is located. Beneficiary or Trustee shall mail copies of such notice in the manner prescribed by applicable law to Trustors and to the other persons prescribed by applicable law. Trustee shall give public notice of the sale to persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by law, Trustee, without demand on Trustors, shall sell the property at public auction to the highest bidder at the time and place and under the terms designated in the Notice of Sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the property by public announcement at the time and place of any previously scheduled sale. Trustors or Trustors designee may purchase the property at any sale.

Trustee shall deliver to the purchaser a Trustee's Deed conveying the property so sold without any covenant or warranty, expressed or implied, the recitals of the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order:

- (a) to all reasonable costs and expenses of the sale, including but not limited to, reasonable trustees and attorneys fees and costs of title evidence;
- (b) to all sums secured by this Deed of Trust; and
- (c) the excess of any to the person or persons legally entitled thereto or to the county clerk of the county in which the sale took place.

6. Upon the payment of all sums secured by this Deed of Trust, Beneficiary shall request Trustee to reconvey the property and shall surrender this Deed of Trust to Trustee. Trustee shall reconvey the property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

KW ADVISORY GROUP, LLC

By: [Signature]
Manager

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On this 21st day of June, 2013, personally appeared before me Colby Bond, Manager of KW Advisory Group, LLC, and duly acknowledged to me that he/she is the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

Angie Stevenson
NOTARY PUBLIC

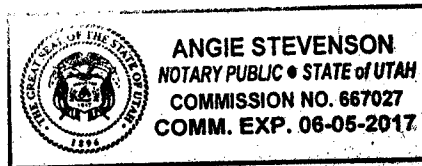


EXHIBIT "A" TO DEED OF TRUST

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