

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

UTAH FIRST FEDERAL CREDIT UNION
200 E South Temple
Salt Lake City, Utah 84111
NMLS 446035
PIN: 08-280-0004

REVOLVING DEED OF TRUST

THIS REVOLVING DEED OF TRUST CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A HOME EQUITY LOAN AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND MAY CONTAIN A VARIABLE RATE OF INTEREST.

THIS DEED OF TRUST ("Deed of Trust") is made on September 29th, 2015

The Trustor(s) are Ronald Robinson, Jr. And Heather
Robinson, Husband And Wife

The Trustee is First American Title Insurance Agency, ("Trustee")
560 South 300 East
Salt Lake City, Utah 84111

The Beneficiary is Utah First Federal Credit Union, ("Lender"), a federal credit union organized under the laws of the United States of America, whose address is 200 E South Temple, Salt Lake City, Utah 84111.

1. SECURED OBLIGATIONS AND CONVEYANCE.

1.1 Secured Obligations. This Deed of Trust is being made for the purpose of securing the following obligations (the "Secured Obligations") in any order of priority that Lender may choose against certain real property located in the County of DAVIS, State of UT, commonly known as 92 NORTH COUNTRY BEND ROAD, FARMINGTON, and more particularly described in Exhibit A attached hereto, together all existing and future easements and rights affording access to such real property (the "Property"):

(a) Payment and performance of all obligations at any time owing or to be performed under a certain Home Equity Credit Loan Agreement, (the "Agreement"), dated 09/29/15. Lender has agreed to make "Advances" (as such term is defined in the Agreement) to Borrower under the terms of the Agreement, which Advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Security Instrument. The total outstanding principal balance owing at any one time under the Agreement (not including interest thereon at a rate which may vary from time to time, and any other fees, charges, and other amounts which may be owing from time to time under the Agreement) shall not exceed 50,000.00. That sum is referred to herein and in the Agreement as the "Credit Limit". If not paid earlier, on the "Final Payment Date" (as that term is defined in the Agreement), the entire indebtedness under the Agreement and the other "Loan Documents" (as such term is hereinafter defined), including all then outstanding principal, all then accrued but unpaid interest, and all then Late Fees, collection costs, and other amounts, shall be due and payable in full.

(b) Payment and performance of all obligations of Borrower under this Deed of Trust.
(c) Payment and performance of all future Advances and other obligations that Borrower or any successor in ownership of all or part of the Property may agree to pay and/or perform (whether as principal, surety, or guarantor) for the benefit of Lender, when a writing evidences the Parties agreement that the advance or obligation is to be secured by this Deed of Trust.

(d) Payment and performance of all modifications, amendments, extensions, and renewals, however evidenced, of any of the Secured Obligations.

COURTESY RECORDING

This document ("Borrower(s)") recorded solely as a courtesy and an accommodation to the parties named herein. First American Title Insurance Company hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

All persons who may have or acquire an interest in all or any part of the Property will be considered to have notice of, and will be bound by, the terms of this Deed of Trust, as well as the terms and conditions of all other agreements or instruments made or entered into in connection with each of the Secured Obligations.

The Agreement and certain other documents (collectively, the "Other Loan Documents") executed and delivered prior to and in connection with the Agreement evidence a certain loan (the "Loan") from Lender to Borrower (the Agreement, the Loan Agreement, and the Other Loan Documents are sometimes hereinafter referred to collectively as the "Loan Documents").

1.2 **Conveyance.** For purposes of securing payment and performance of the Secured Obligations described in Section 1.1 hereof, Borrower hereby irrevocably and unconditionally grants, transfers, conveys, warrants and assigns to Trustee, in trust, with power of sale, for the benefit and security of Lender, as beneficiary hereunder, subject to the terms and conditions of this Deed of Trust, all estate, right, title, and interest which Borrower now has or may later acquire in, to or with respect to the Property including, but not limited to, all of the following:

(a) the Land (the "Land"), more particularly described in Exhibit A attached hereto, together with all existing and future easements and rights affording access to the Land and the Property;

(b) all buildings, structures, and improvements now located or later to be constructed on the Property (the "Improvements");

(c) all existing and future appurtenances, privileges, easements, franchises, and tenements of and with respect to the Property, including, but not limited to, all minerals, oil, gas, other hydrocarbons, and associated substances, sulfur, nitrogen, carbon dioxide, helium, and other commercially valuable substances which may be in, under, or produced from any part of the Property, all development rights and credits, air rights, water, water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant), and water stock, and any land lying in the streets, roads, or avenues, open or proposed, in front of or adjoining the Property and Improvements;

(d) all existing and future leases, subleases, subtenancies, licenses, occupancy agreements, and concessions (collectively, "Leases") relating to the use and enjoyment of all or any part of the Property and Improvements, and any and all guaranties and other agreements relating to or made in connection with any of such Leases, together with all rents, proceeds, issues, and profits arising therefrom or in any way associated therewith (collectively, "Rents");

(e) all goods, materials, supplies, chattels, furniture, fixtures, equipment, and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy, or operation of all or any part of the Property and Improvements, whether stored on the Property or elsewhere, including all pumping plants, engines, pipes, ditches, and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration, and plumbing fixtures and equipment, all of which shall be considered to the fullest extent of the law to be real property for purposes of this Deed of Trust;

(f) all building materials, equipment, work in process, or other personal property of any kind, whether stored on the Property or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into, or installed in or about the Property or Improvements;

(g) all of Borrower's interest in and to loan funds, whether disbursed or not, and any of Borrower's funds now or later to be held by or on behalf of Lender;

(h) all rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments, and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Borrower with third parties (including all utility deposits), contract rights, development and use rights, governmental permits and licenses, applications, architectural land, engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts, and letters of credit which arise from or relate to construction on the Property or to any business now or later to be conducted on the Property, or to the Property and Improvements generally;

(i) all proceeds, including all claims to and demands for such proceeds, of the voluntary or involuntary conversion of any of the Property, Improvements, or other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard, or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Property, Improvements, or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud, or concealment of a material fact;

(j) all books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory (collectively, "Books and Records");

(k) (i) all agreements heretofore or hereafter entered into relating to the construction, ownership, operation, management, leasing, or use of the Property or Improvements and any and all present and future amendments, modifications, supplements, and addenda to any of such items; (ii) any and all guarantees, warranties, and other undertakings (including payment and performance bonds) heretofore or hereafter entered into or delivered with respect to any of the items described in clause (i) above; and (iii) all building permits, governmental permits, licenses, variances, conditional or special use permits, and other authorizations (collectively, "Permits") now or hereafter issued in connection with the construction, development, ownership, operation, management, leasing or use of the Property or Improvements, to the fullest extent that the same or any interest therein may be legally assigned by Trust; and

(l) all proceeds of, additions and accretions to, substitutions and replacements for, and changings in any of the property described above.

2. **GRANT OF SECURITY INSTRUMENT; SECURITY AGREEMENT AND OTHER INSTRUMENTS AND DOCUMENTS.**

2.1 **Security Agreement.** The Parties acknowledge that some of the Property may be determined under applicable law to be personal property or fixtures. To the extent that any Property may be personal property, Borrower, as debtor, hereby grants Lender, as secured party, a security interest in all such Property, to secure payment and performance of the Secured Obligations. This Deed of Trust constitutes a security agreement under the Uniform Commercial Code as in effect in the State of Utah (the "Code"), covering all such Property.

2.2 Financing Statements. If required by Lender at any time or from time to time, Borrower shall execute one or more financing statements and such other documents which Lender determines to be necessary or appropriate to perfect or continue the perfection of Lender's security interest in any Property; to the extent permissible under applicable law, Lender shall be authorized to execute and file one or more financing statements and other documents which Lender determines to be necessary or appropriate to perfect or continue the perfection of Lender's security interest in any Property. Borrower shall pay all fees and costs that Lender may incur in filing such documents in public offices and in obtaining such record searches as Lender may reasonably require. In case Borrower fails to execute any financing statements or other documents for the perfection or continuation of any security interest, Borrower hereby appoints Lender as Borrower's true and lawful attorney-in-fact to execute any such documents on Borrower's behalf.

2.3 Fixture Filing. This Deed of Trust constitutes a financing statement filed as fixture filing under the Code, as amended or recodified from time to time, covering any of the Property which now is or later may become fixtures attached to the Land or the Improvements. The following addresses are the mailing addresses of Borrower, as debtor under the Code, and Lender, as secured party under the Code, respectively:

Borrower: Ronald Robinson, Jr.
92 North Country Bend Road
Farmington UT, 84025

Lender: Utah First Federal Credit Union
200 E South Temple
Salt Lake City, UT 84111

3. REPRESENTATIONS, COVENANTS AND AGREEMENTS.

3.1 Good Title. Borrower covenants that Borrower is lawfully seized of the Property, that the Property is unencumbered except for encumbrances of record, and that Borrower has good right, full power, and lawful authority to convey and mortgage the same, and that Borrower will warrant and forever defend the Property and the quiet and peaceful possession of the same against the lawful claims of all persons whomsoever.

3.2 Releases, Extensions, Modifications, and Additional Security. From time to time, Lender may perform any of the following acts without incurring any liability or giving notice to any person: (i) release any person liable for payment of any Secured Obligation(s); (ii) extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation; (iii) accept additional real or personal property of any kind as security for any Secured Obligation(s), whether evidenced by deeds of trust, mortgages, security agreements, or any other instrument of security; (iv) alter, substitute, release, or partially release, any Property securing the Secured Obligations; (v) consent to the making of any plat or map of the Property or any part of it; (vi) join in granting any easement or creating any restriction affecting the Property; or (vii) join in any subordination or other agreement affecting this Deed of Trust or the other Loan Documents.

3.4 Hazardous Materials. Borrower hereby represents and warrants that: (a) the Property and all of the collateral or other security (collectively, the "Collateral") for the Loan, are not now and have never been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, process, or in any manner deal with "Hazardous Materials" (as such term is hereinafter defined), and that no Hazardous Materials have ever been installed, placed, or in any manner dealt with in connection with the Collateral or the Property, and (b) that no owner of the Collateral or the Property or any tenant, subtenant, occupant, prior tenant, prior subtenant, prior occupant, or person (collectively, "Occupant") has received any notice or advise from any governmental agency or Occupant with regard to Hazardous Materials on, from, or affecting the Collateral or the Property.

As used herein, the term "Hazardous Materials" shall include, without limitation, gasoline, petroleum, products, explosives, radio-active materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls, or related or similar materials, asbestos, or any material containing asbestos, or any other substance or material as may be defined as a hazardous or toxic substance by any federal, state, or local environmental law, ordinance, Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Superfund Amendment and Reauthorization Act, the Hazardous Materials Transportation Act, as amended, the Resource Conservation and Recovery Act, as amended, the Federal Water Pollution Control Act, the Clean Air Act, and any other laws, rules, or regulations adopted and publication promulgated pursuant thereto.

Borrower covenants that the Collateral and the Property shall be kept free of Hazardous Materials, and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, process, or in any manner deal with Hazardous Materials, and Borrower will not cause or permit, as a result of any intentional or unintentional act or omission on the part of Borrower or any Occupant, the installation or placement of Hazardous Materials in or on the Collateral or the Property, or release of Hazardous Materials onto the Collateral or the Property or onto any other property, or suffer the presence of Hazardous Materials on the Collateral or the Property. Borrower shall comply with, and ensure compliance by all Occupants, with all applicable federal, state, and local laws, ordinances, rules, or regulations with respect to Hazardous Materials, and shall keep the Collateral and the Property free and clear of any liens imposed pursuant to such laws, ordinances, rules or regulations. In the event Borrower receives any notice or advise from any governmental agency or any Occupant with regard to Hazardous Materials on, from, or affecting the Collateral or the Property, Borrower shall immediately notify Lender. Borrower shall thereafter conduct and complete all investigations, studies, sampling, and testing, and all remedial removal and other actions necessary to clean up and remove all Hazardous Materials on, from, or affecting the Collateral or the Property in accordance with all applicable federal, state, and local laws, ordinances, rules, regulations, and policies.

Borrower shall protect, indemnify, and save harmless Lender from and against all liabilities, losses, obligations, claims, damages, penalties, causes of actions, costs, and expenses, including reasonable attorneys' fees, imposed upon or incurred by or asserted against Lender and arising from any state of facts or circumstances existing prior to Lender's acquiring title through foreclosure or deed-in-lieu of foreclosure or due to any action or inaction of Borrower by reason of: (a) ownership of the Collateral or Property or any interest therein, (b) the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release, or threatened release of any Hazardous Materials on, from, or affecting the Collateral, the Property, or any other property, (c) any personal injury, including wrongful death or property damage arising out of or related to such Hazardous Materials, (d) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials, or (e) any violation of laws, orders, regulations, requirements, or demands which are based upon or in any way related to such Hazardous Materials.

The obligation of Borrower with respect to the foregoing representations, warranties, covenants, and indemnifications relating to Hazardous Materials shall survive any termination, satisfaction, assignment, judgment of foreclosure, foreclosure by private sale, or delivery of deed-in-lieu of foreclosure with respect to this Deed of Trust, the Loan Documents, or any of the Collateral or the Property.

3.5 Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust, or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust. Within five (5) days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

3.6 Hazard Insurance. Borrower shall keep the Property and the Improvements insured against loss by fire, hazards included within the term "extended coverage," floods, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Credit Limit, plus the full amount of any lien which has priority over this Deed of Trust. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Deed of Trust, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Deed of Trust. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property if it is economically feasible to do so. If the Property is abandoned by the Borrower, or if Borrower fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration of repair of the Property or to the sums secured by this Deed of Trust.

3.7 Escrow. Subject to applicable law, Lender, at Lender's discretion, may require Borrower to pay on a monthly basis certain sums, (collectively, "Escrow Payments") equal to one-twelfth (1/12) of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth (1/12) of yearly premium installments for hazard insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Escrow Payments to the Lender, the Escrow Payments shall be held in an account insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution), (the "Escrow Account"). Lender shall apply the Escrow Payments to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Escrow Payments, analyzing the Escrow Account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Escrow Payments and applicable law permits Lender to make such a charge. Lender shall give Borrower an annual accounting of the Escrow Payments and the Escrow Account, showing any interest or earnings on the Escrow Payments, and the purpose for which each debit to the Escrow Account was made. The Escrow Payments and Escrow Account are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of Escrow Payments held by the Lender, together with the future Escrow Payments shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower towards future Escrow Payments. If the amount of the Escrow held by Lender is insufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon full payment and performance of the Loan and the reconveyance of this Deed of Trust, Lender shall promptly refund to Borrower any Escrow Payments held by Lender.

4. DEFAULTS AND REMEDIES.

4.1 Default. Any breach, default, or Event of Default defined in the Agreement or any of the other Loan Documents executed in connection therewith, shall constitute a breach, default, and Event of Default hereunder, and any breach, default, or Event of Default hereunder shall constitute a breach, default, or Event of Default under the Note and all of the other Loan Documents. In addition, the following shall constitute a breach, default, and Event of a Default hereunder, under the Agreement, and under all other Loan Documents:

(a) Borrower fails in the timely payment or performance of any obligation, covenant, agreement, or liability created by or occurring under or in connection with this Deed of Trust; or

(b) Any transfer of the Property, any interest therein, or a beneficial interest in Borrower. If all or any part of the Property, or any interest therein, is sold or transferred by Borrower, or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a limited liability company, limited liability partnership, general partnership, corporation, trust, or other legal entity, without Lender's prior written consent (including a transfer by devise, descent, or by operation of law upon death or otherwise), which consent may be withheld by Lender in Lender's sole discretion.

4.2 Remedies. At any time after a breach, default, or Event of Default, Lender shall be entitled to invoke any and all of the rights and remedies described below, in addition to all other rights and remedies available to Lender at law or in equity. All of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies.

(a) Acceleration. Lender may declare any or all of the Secured Obligations to be immediately due and payable.

(b) Receiver. Lender shall, as a matter of right, without notice and without giving bond to Borrower or anyone claiming by, under or through Borrower, and without regard for the solvency or insolvency of Borrower or the then value of the Property, to the extent permitted by applicable law, be entitled to have a receiver appointed for all or any part of the Property and the Rents, with the rights and powers referenced below and such other rights and powers as the court making such appointment shall confer, and Borrower hereby consents to the appointment of such receiver and shall not oppose any such appointment. Such receiver shall have all powers and duties prescribed by applicable law, all other powers which are necessary or usual in such cases for the protection, possession, control, management, and operation of the Property, and such rights and powers as Lender would have upon entering and taking possession of the Property under subsection (c) below.

(c) Entry. Lender, in person, by agent, or by court-appointed receiver, may enter, take possession of, manage, and operate all or any part of the Property, and may also do any and all other things in connection with those actions that Lender may, in Lender's sole discretion, consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: taking possession of Borrower's or the then owner's Books and Records, entering into, enforcing, modifying, or canceling Leases on such terms and conditions as Lender may consider proper; obtaining and evicting tenants; fixing or modifying Rents; collecting and receiving any payment of money owing to Borrower; completing any unfinished construction; and/or contracting for and making repairs and alterations. If Lender so requests, Borrower shall assemble all of the Property that has been removed from the Land and make all of it available to Lender at the site of the Land or at such other site designated by Lender. Borrower hereby irrevocably constitutes and appoints Lender as Borrower's attorney-in-fact to perform such acts and execute such documents as Lender in Lender's sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Borrower's name on any instruments.

(d) Cure; Protection of Security. Lender may, but shall not be required to, cure any breach, default, or Event of Default of Borrower, and if Lender chooses to do so in connection with any such cure, Lender may also enter the Property and/or do any and all things which Lender may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Lender under, this Deed of Trust; paying, purchasing, contesting, or compromising any encumbrance, charge, lien, or claim of lien which in Lender's sole judgment is or may be senior in priority to this Deed of Trust, such judgment of Lender to be conclusive as between the Parties; obtaining insurance and/or paying any premiums or charges for insurance; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors, and other appropriate persons to assist Lender. Lender may take any of the actions permitted under this Section 4.2(d) either with or without giving notice to any person. Any amounts expended by Lender under this Section 4.2(d) shall be secured by this Deed of Trust.

(e) Uniform Commercial Code Remedies. Lender may exercise any or all of the remedies granted to a secured party under the Code.

(f) Foreclosure; Lawsuits. Lender shall have the right, in one or several concurrent or consecutive proceedings, to foreclose the lien hereof upon the Property or any part thereof, by any proceedings appropriate under applicable law. Lender or its nominee may bid and become the purchaser of all or any part of the Property at any foreclosure or sale hereunder ("Foreclosure Sale"), and the amount of Lender's successful bid shall be credited to the Secured Obligations. Without limiting the foregoing, Lender may proceed by a suit or suits in law or equity, whether for specific performance of any covenant or agreement herein contained or contained in the Agreement, or in aid of the execution of any power herein granted, or for any foreclosure under the judgment or decree of any court of competent jurisdiction, or for damages, or to collect the indebtedness secured hereby, or for the enforcement of any other appropriate legal, equitable, statutory, or contractual remedy. Lender may sell the Property at public auction in one or more parcels, at Lender's option, and convey the same to purchaser in fee simple from which Borrower shall remain liable for any deficiency.

(g) Other Remedies. Lender may exercise all rights and remedies contained in any other instrument, document, agreement, or other writing heretofore, concurrently, or in the future executed by Borrower or any other person or entity in favor of Lender in connection with the Secured Obligations or any part thereof, without prejudice to the right of Lender thereafter to enforce any appropriate remedy against Borrower. Lender shall have the right to pursue all remedies afforded to a Lender under applicable law, and shall have the benefit of all the provisions of such applicable law, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of such statutes which is specifically referred to herein may be repealed, Lender shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference.

(h) Power of Sale for Personal Property. Under this power of sale, Lender shall have the discretionary right to cause some or all of the Property which constitutes personal property, to be sold or otherwise disposed of in any combination and in any manner permitted by applicable law. For purposes of this power of sale, Lender may elect to treat as personal property any Property which is intangible or which can be severed from the Land or Improvements without causing structural damage. If it chooses to do so, Lender may dispose of any personal property in any manner permitted by Article 9 of the Code, including any public or private sale, or in any manner permitted by any other applicable law.

(i) Single to Multiple Foreclosure Sales. If the Property consists of more than one lot, parcel, or item of property, Lender may:

(i) designate the order in which the lots, parcels, and/or items shall be sold or disposed of or offered for sale or disposition; and

(ii) if it chooses to have more than one Foreclosure Sale, Lender at its option may cause the Foreclosure Sales to be held simultaneously or successively, on the same day, or on such different days and at such times and in such order as it may deem to be in its best interest. No Foreclosure Sale shall terminate or affect the liens of this Deed of Trust on any of the Property which has not been sold, until all of the Secured Obligations have been paid in full.

4.3 Application of Foreclosure Sale Proceeds. The proceeds of any Foreclosure Sale shall be applied in the following manner:

(a) First, to pay the portion of the Secured Obligations attributable to the expenses of sale, costs of any action, and any other sums for which Borrower is obligated to reimburse Lender hereunder, under the Agreement, in connection with the Loan, or under any of the Loan Documents;

(b) Second, to pay the portion of the Secured Obligations attributable to any sums expended or advanced by Lender under the terms of this Deed of Trust which then remain unpaid;

- (c) Third, to pay all other Secured Obligations in any order and proportions as Lender in its sole discretion may choose; and
- (d) Fourth, to remit the remainder, if any, to the person or persons entitled thereto.

5. **RELEASE OF LIEN.** If Borrower shall fully pay and perform all of the Secured Obligations and comply with all of the other terms and provisions hereof and the Agreement to be performed and complied with by Borrower, then Lender shall release this Deed of Trust and the lien thereof by proper instrument upon payment, performance, and discharge of all of the Secured Obligations and payment by Borrower of any filing fee in connection with such release.

6. **MISCELLANEOUS PROVISIONS.**

6.1 **Notice.** Any notice, demand, request, or other communication which any Party hereto may be required or may desire to give hereunder shall be in writing, addressed as follows, and shall be deemed to have been properly given if hand delivered, if sent by reputable overnight carrier (effective the business day following delivery to such courier) or if mailed (effective two business days after mailing) by United States registered or certified mail, postage prepaid, return receipt requested:

If to Borrower: Ronald Robinson, Jr.
92 North Country Bend Road
Farmington UT, 84025

If to Lender: UTAH FIRST FEDERAL CREDIT UNION
200 E South Temple
Salt Lake City, UT 84111

Or to such other address as the Party to be served may have furnished in writing to the Party seeking or desiring to serve notice as a place for the service of notice. Notices given in any other fashion shall be deemed effective only upon receipt.

6.2 **Rights of Lender; Remedies Not Exclusive.** No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the Party interposing the same in an action at law upon the Agreement. Lender shall be entitled to enforce payment and performance of any of the Secured Obligations and to exercise all rights and powers under this Deed of Trust, the other Loan Documents, other agreement, or any laws now or hereafter in force, notwithstanding some or all of the Secured Obligations may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment, or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or other powers herein contained, shall prejudice or in any manner affect Lender's right to realize upon or enforce any other security now or hereafter held by Lender, it being agreed that Lender shall be entitled to enforce this Deed of Trust and any other remedy given herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No waiver of any breach, default, or Event of Default of the Borrower hereunder shall be implied from any omission by Lender to take any action on account of such breach, default, or Event of Default if such breach, default, or Event of Default persists or is repeated, and no express waiver shall affect any breach, default, or Event of Default other than the breach, default, or Event of Default specified in the express waiver and then only for the time and to the extent therein stated.

6.3 **Waiver of Statutory Rights.** To the extent permitted by law, Borrower hereby agrees that it shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension, or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, but hereby waives the benefit of such laws. Borrower, for itself and all who may claim through or under Borrower, waives the benefit of such laws. Borrower, for itself and all who may claim through or under Borrower, waives any and all right to have the property and estates comprising the Property marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. Borrower hereby waives any and all rights of redemption from sale under the power of sale contained herein or any order or decree of foreclosure of this Deed of Trust on Borrower's behalf and on behalf of each and every person, except decree or judgment creditors of Borrower, acquiring any interest in or title to the Property subsequent to the date of this Deed of Trust.

6.4 **Estoppel Affidavits.** Borrower, within five (5) days after written request from Lender, shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the Secured Obligations and stating whether or not any offset or defense exists against such Secured Obligations, and covering such other matters as Lender may reasonably require.

6.5 **Merger.** No merger shall occur as a result of Lender acquiring any other estate in or any other lien on the Property unless Lender consents to a merger in writing.

6.6 **Binding and Successors and Assigns.** This Deed of Trust and all provisions hereof shall be binding upon Borrower and all persons claiming under or through Borrower, and shall inure to the benefit of Lender and its successors and assigns.

6.7 **Captions.** The captions and headings of various paragraphs of this Deed of Trust are for convenience only, and are not to be construed as defining or limiting the scope or intent of the provisions thereof.

6.8 **Severability.** If all or any portion of any provision of this Deed of Trust shall be held to be invalid, illegal, or unenforceable in any respect, then such invalidity, illegality, or unenforceability shall not affect any other provision hereof or thereof, and such provision shall be limited and construed as if such invalid, illegal, or unenforceable provision or portion thereof was not contained herein.

6.9 **Effect of Extensions of Time and Amendments.** If the payment of the Secured Obligations or any part thereof be extended or varied, or if any part of the security be released, all persons now or at any time hereafter liable or interested in the Property, shall be held to assent to such extension, variations, or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse, if any, against all such persons, being expressly reserved by Lender, notwithstanding such extension, variation, or release.

6.10 **Applicable Law.** This Deed of Trust shall be governed by and construed under the laws of the state of Utah.

6.11 **TIME IS OF THE ESSENCE.** TIME IS OF THE ESSENCE with respect to each and every covenant, agreement, and obligation of the Borrower under this Deed of Trust and the Agreement.

6.12 **Recordation.** Lender is hereby expressly authorized to cause this Deed of Trust and any security instrument creating a lien or evidencing the lien hereof upon the Property, or any portion thereof, and each instrument of further assurance, to be filed, registered, or recorded in such

manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the interest of the Lender in, the Property.

Borrower will pay all filing, registration, and recording fees and taxes, and all expenses incident to the preparation, execution, and acknowledgment of this Deed of Trust, any mortgage supplemental hereto, any security instrument with respect to the Property, and any instrument of further assurance, and all federal, state, county, and municipal stamp taxes, duties, impositions, assessments, and charges arising out of or in connection with the execution and delivery of the Agreement or this Deed of Trust.

6.13 Borrower's Copy. Borrower shall be furnished a copy of the Agreement and this Deed of Trust at the time of execution or after recordation hereof.

6.14 Modifications. This Deed of Trust may not be changed or terminated except in writing signed by Borrower and Lender. The provisions of this Deed of Trust shall extend and be applicable to all renewals, amendments, extensions, consolidations, and modifications of the Agreement and the Loan, and any and all references herein to the Agreement and the Loan shall be deemed to include any such renewals, amendments, extensions, consolidations or modifications hereof.

6.15 Substitute Trustee. Lender, at Lender's option, may, from time to time, remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power, and duties conferred upon the Trustee herein and by applicable law.

6.16 Joint and Several Liability. In the event that Borrower consists of more than one person and/or entity, then notwithstanding anything herein contained to the contrary, all of the duties, obligations, representations, warranties, liabilities, responsibilities, agreements, and covenants of any Borrower as set forth herein or in any of the other Loan Documents shall be deemed to be joint and several as to all Borrower(s). Consistent with the foregoing: (i) any breach, default, or Event of Default by or pertaining to one Borrower shall be deemed to be a joint and several breach, default, or Event of Default by or pertaining to all of the other Borrower(s), and (ii) Lender shall be entitled to exercise all of the rights and remedies as set forth herein or in any of the other Loan Documents against any or all of the Borrower(s) on a joint and several basis.

Borrower has executed this Deed of Trust as of the date first written above.

BORROWER(S):

Ronald Robinson, Jr.
Ronald Robinson, Jr.

Heather Robinson
Heather Robinson

STATE OF Utah
COUNTY OF Davis

:ss



On this 29th day of September, 2015, the foregoing instrument was acknowledged before me by

Ronald Robinson, Jr. & Heather Robinson

[Signature]
Notary Public residing at: Woods Cross, UT

EXHIBIT A

LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED PROPERTY IN DAVIS COUNTY, UTAH:

LOT 4, FARMINGTON RANCHES PHASE 1 SUBDIVISION, ACCORDING TO THE OFFICIAL PLATE THEREOF AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

PARCEL#: 08-280-0004