



W3059150

WHEN RECORDED, MAIL TO:
Larry Millward
105 East 350 South
Kaysville, UT 84037
Tax I.D. # 12-044-0021 and 12-044-0023

E# 3059150 PG 1 OF 8
Leann H. Kilts, WEBER COUNTY RECORDER
03-Jun-20 0436 PM FEE \$40.00 DEP TN
REC FOR: STEWART TITLE INSURANCE AGENCY OF
ELECTRONICALLY RECORDED

TRUST DEED
With Assignment of Rents

THIS TRUST DEED, made this 26th day of May, 2020, between COUNTRYSIDE HOMES,*
Inc., as TRUSTOR, whose address is 9568 Daisy Meadow Circle, South Jordan, Utah 84095,
STEWART TITLE COMPANY, INC., Layton Utah, as TRUSTEE, and LARRY MILLWARD
as BENEFICIARY. **and Landscapes*

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST,
WITH POWER OF SALE, the following described property, situated in Weber County, State of
Utah:

All of The Village at Plum Creek P.R.U.D. Phase 4 and 5; 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 said property, or any
part thereof. SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and
conferred upon Beneficiaries to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidence by a
promissory note of even date herewith, in the principal sum of **\$1,100,000**, made by Trustor,
payable to the order of Beneficiary at the times, in the manner and with interest as therein set
forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each
agreement of Trustor herein contained; (3) the payment of such additional loans or advances as
hereafter may be made to Trustor, or his successors or assigns, when evidenced by a promissory
note or notes reciting that they are secured by this Trust Deed; and (4) the payment of all sums
expended or advanced by Beneficiaries under or pursuant to the terms hereof, together with
interest thereon as herein provided.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish
any building thereon, to complete or restore promptly and in good and
workmanlike manner any building which may be constructed, damaged or

destroyed thereon; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general and, if the load secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Trustor further agrees;

- a. To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiaries, and
- b. To allow Beneficiaries to inspect said property at all times during construction.

Trustee, upon presentation to it of an affidavit signed by Beneficiaries, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. To provide and maintain insurance, of such type or types and amounts as Beneficiaries may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiaries with loss payable clauses in favor of and in form acceptable to Beneficiaries. In the event of loss, Trustor shall give immediate notice to Beneficiaries, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiaries instead of to Trustor and Beneficiaries jointly and the insurance proceeds, or any part thereof, may be applied by Beneficiaries, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.
3. To deliver to, pay for and maintain with Beneficiaries until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiaries may require, including abstracts of title or policies of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.
4. To appear in and defend any action or proceeding, purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiaries or Trustee; and should Beneficiaries or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expense, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiaries or Trustee.
5. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees and expenses of this Trust.
6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiaries or Trustee, but without obligation so to do and without notice to or

demand upon Trustor and without releasing Trustor from any obligation hereof may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiaries or Trustee being authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights of powers of Beneficiaries or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including cost of evidence of title, employ counsel, and pay his reasonable fees.

7. To pay immediately and without demand all sums expended hereunder by Beneficiaries or Trustee, with interest from date of expenditure at the rate of ten percent (10%) per annum until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any manner, Beneficiaries shall be entitled to all compensation, awards, and other payments or relief therefore, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiaries, who may, after deducting therefore all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiaries or Trustee may require.
9. At any time and from time to time upon written request of Beneficiaries, payment of its fees and presentation of this Trust Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or person entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mention in this paragraph.
10. As additional security, trustor hereby assigns to Beneficiaries, during the continuance of these trusts, all rents, issues, royalties and profits of the property affecting by this Trust Deed and of any personal property located thereon. 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 such moneys shall cease and Beneficiaries 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 Beneficiaries at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent encroachment by Beneficiaries of the right, powers and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiaries to collect, shall be, or be construed to be, an affirmation by Beneficiaries of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

11. Upon any default by Trustor hereunder, Beneficiaries 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 Beneficiaries as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said 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 attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiaries may determine.
12. The entering upon and taking possession of said 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 said 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.
13. The failure on the part of Beneficiaries to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiaries of any default shall not constitute a waiver of any other or subsequent default.
14. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiaries. In the event of such default, Beneficiaries may execute or cause Trustee to execute a written notice of default, Beneficiaries may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof. Trustee shall file such notice for record in each county wherein said property or some part or parcel is situated. Beneficiaries also shall deposit with Trustee the note and all documents evidencing expenditures secured hereby
15. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale have been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at

public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale or as may then be required by law. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiaries, may bid at the sale. Trustee shall apply the proceeds of the sale to the payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at 10% per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the County in which the sale took place.

16. Upon the occurrence of any default hereunder, Beneficiaries shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiaries shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.
17. Beneficiaries may appoint a successor trustee at any time by filing for the record in the office of the County Recorder of each county in which said property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made in the manner provided by law.
18. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiaries" shall mean the owner and holder, including any pledge, of the note secured hereby. In the Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
19. Trustee accepts this trust when this Trust Deed duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notice any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiaries, or Trustee shall be a party, unless brought by Trustee.

- 20. This Trust Deed shall be construed according to the laws of the State of Utah.
- 21. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address herein before set forth.

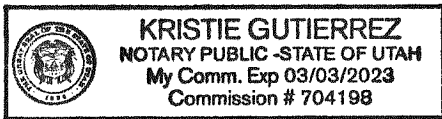
Signature of Trustor, ^{and} ~~Landscapes~~
Countryside Homes, Inc.

By: Corey Kuhn
Corey Kuhn - Owner

STATE OF UTAH)
) SS.
County of Davis)

On the 26th day of May, A.D. 2020, personally appeared before me Corey Kuhn, who being by me duly sworn, says that he is the Owner of COUNTRYSIDE HOMES, INC., the corporation that executed the above and foregoing instrument and that said instrument was signed in behalf of said corporation by authority of its by-laws and he acknowledged to me that said corporation executed the same. ~~and Landscapes~~

Witness my hand and official seal.



KG
Notary Public

EXHIBIT "A" LEGAL DESCRIPTION

File No.: 751914

LEGAL PARCEL 2:

PROPOSED VILLAGE AT PLUM CREEK, P.R.U.D, PHASE 4, MORE PARTICULARLY DESCRIBED AS:

Beginning at an angle point on the north line of Village at Plum Creek - Phase 2, also being the Southwest Corner of Village at Plum Creek P.R.U.D. - Phase 3, said point being the intersection of the west line of Plum Creek Lane and the north line of Village at Plum Creek - Phase 2 and being North 0°52'04" East 1134.94 feet along the quarter section line to the monument line in 7th Street and North 89°09'45" West 689.87 feet along the monument line in 7th Street and North 0°50'15" West 182.49 feet from the South Quarter Corner of Section 16, Township 6 North, Range 1 West, Salt Lake Base and Meridian, said point of beginning also being North 89°09'45" West 1615.48 feet along the monument line in 7th Street and North 0°50'15" West 182.49 feet from an Ogden City Survey Monument in the intersection of Monroe Boulevard and 7th Street, and running; Thence South 47°17'37" West 88.73 feet along the north line to the Northwest Corner of Village at Plum Creek P.R.U.D. - Phase 2, also being on the easterly line of Village at Plum Creek P.R.U.D. - Phase 3; Thence North 47°48'43" West 122.95 feet along the easterly line to an angle point in the easterly line of Village at Plum Creek P.R.U.D. - Phase 3; Thence North 46°47'29" West 56.14 feet along the easterly line to the northerly most corner of Village at Plum Creek P.R.U.D. - Phase 3; Thence North 44°35'40" West 65.59 feet; Thence North 48°37'54" East 102.43 feet; Thence North 37°46' 20" West 8.31 feet; Thence North 52°13'40" East 28.00 feet; Thence North 48°38'29" East 109.70 feet to the west line of Quail Run Subdivision; Thence South 21°23'15" East 80.26 feet along the west line to the Southwest Corner of Quail Run Subdivision; Thence North 89°45'00" East 114.98 feet along the south line of Quail Run Subdivision to the Northwest Corner of Village at Plum Creek P.R.U.D. - Phase 3; Thence South 51°51'19" West 128.55 feet along the northwesterly line to an angle point in the northwesterly line of Village at Plum Creek P.R.U.D. - Phase 3; Thence South 44°26'23" West 34.49 feet along the northwesterly line to an interior corner of Village at Plum Creek P.R.U.D. - Phase 3; Thence northwesterly 8.23 feet along the arc of a 114.00 foot radius curve to the left, (center bears South 43°18'28" West and long chord bears North 48°45'38" West 8.23 feet, with a central angle of 4°08'13") along the northeasterly line of Village at Plum Creek P.R.U.D. - Phase 3; Thence North 50°49'45" West 20.55 feet along the northeasterly line to the Northeast Corner of Village at Plum Creek P.R.U.D. - Phase 3; Thence South 39°10'15" West 28.00 feet along the northwesterly line to the Northwest Corner of Village at Plum Creek P.R.U.D. - Phase 3; Thence South 50°49'45" East 20.55 feet along the westerly line of Village at Plum Creek P.R.U.D. - Phase 3; Thence southeasterly 12.37 feet along the arc of a 86.00 foot radius curve to the right, (center bears South 39°10' 15" West and long chord bears South 46°42'35" East 12.36 feet, with a central angle of 8°14'19") along the westerly line of Village at Plum Creek P.R.U.D. - Phase 3; Thence South 42°35'26" East 92.94 feet along the westerly line to the Southwest Corner of Village at Plum Creek P.R.U.D. - Phase 3, also being the point of beginning.

A portion of Tax ID 12-044-0021 and 12-044-0023

LEGAL PARCEL 3:

PROPOSED VILLAGE AT PLUM CREEK, PRUD, PHASE 5, DESCRIBED AS:

Beginning at the Northwest Corner of Village at Plum Creek - Phase 4 and being North 0°52'04" East 1134.94 feet along the quarter section line to the monument line in 7th Street and North 89°09'45" West 817.98 feet along the monument line in 7th Street to a street monument in 7th Street and Liberty Avenue and North 89°09'45" West 116.70 feet along the monument line in 7th Street and North 0°50'15" East 286.45 feet from the South Quarter Corner of Section 16, Township 6 North, Range 1 West, Salt Lake Base and Meridian, said point of beginning also being North 89°09' 45" West 1860.29 feet along the monument line in 7th Street and North 0°50'15" East 286.45 feet from an Ogden City Survey Monument in the intersection of Monroe Boulevard and 7th Street, and running; Thence North 44°35'40" West 209.59 feet; Thence North 41°11'24" West 175.49 feet; Thence North 38°15'41" West 183.64 feet to a point on the south line of Lot 5, Paradise Acres Subdivision; Thence South 89°30'00" East 121.96 feet along the south line to the Southeast Corner of Lot 5, Paradise Acres Subdivision, also being on the west line of Quail Run Subdivision; Thence South 10°52'16" East 15.95 feet along the west line to an angle point in the west line of Quail Run Subdivision; Thence South 55°45'00" East 103.90 feet along the west line to an angle point in the west line of Quail Run Subdivision; Thence South 57°28'00" East 103.85 feet along the west line to an angle point in the west line of Quail Run Subdivision; Thence South 40°04'00" East 16.30 feet along the west line to the Southwest Corner of Quail Run Subdivision; Thence North 80°43'50" East 188.15 feet along the south line to the Southeast Corner of Lot 30, Quail Run Subdivision; Thence South 21°23'15" East 159.35 feet along the west line of Quail Run Subdivision to the Northeast Corner of Village at Plum Creek P.R.U.D. - Phase 4; Thence South 48°38'29" West 109.70 feet along the north line to an angle point in the north line of Village at Plum Creek P.R.U.D. - Phase 4; Thence South 52°13'40" West 28.00 feet along the north line to a Northwest Corner of Village at Plum Creek P.R.U.D. - Phase 4; Thence South 37°46'20" East 8.31 feet along the west line to an interior corner of Village at Plum Creek P.R.U.D. - Phase 4; Thence South 48°37' 54" West 102.43 feet along the south line of Village at Plum Creek P.R.U.D. - Phase 4 to the point of beginning.

Being a portion of Tax ID 12-044-0023