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E# 3082250 PG 1 OF 9
Leann H. Kilts, WEBER COUNTY RECORDER
03-Sep-20 01:13 PM FEE \$40.00 DEP PC
REC FOR: HICKMAN LAND TITLE LOGAN
ELECTRONICALLY RECORDED

98606

WHEN RECORDED, MAIL TO:
BANK OF UTAH
2605 WASHINGTON BLVD
OGDEN, UTAH 84401
Attention: Servicing Department

TRUST DEED With Assignment of Rents

THIS TRUST DEED WITH ASSIGNMENT OF RENTS (the "Trust Deed"), is executed this **1st day of September, 2020**, between **Hunter Smith, Individually**, whose address is **956 East 800 South, Bountiful, UT 84010** as TRUSTOR, **Bank of Utah**, as TRUSTEE, and **Bank of Utah ("Bank of Utah" or "Lender")**, a Utah Corporation, whose address is **2605 Washington Blvd, Ogden, UT 84401**, as BENEFICIARY.

General Grant of Real Property: For Valuable consideration, Trustor hereby assigns, grants, bargains, sells, conveys, warrants, and transfers to Trustee, in trust, for the benefit of Beneficiary, with power of sale and with right of entry and possession, the following described real property rights, titles and interests. Trustor further grants to Trustee all rights, title, interest and estate of Trustor, now owned or hereafter acquired, in and to all improvements to the Property and (b) all easements, licenses, streets, ways, alleys, roads, passages, rights-of-way, minerals, oil, gas and other hydrocarbon substances, development rights, air rights, water, water courses, water rights, and water stock, ditch or irrigation rights of any kind and nature, relating to or in any way appurtenant or appertaining to the real Property or to any portion of the real Property (the "Property") located in **Weber County, State of UTAH**, at:

6339 E Hawks Ln Huntsville, UT 84317

and more particularly described as:

Lot 59R, THE CHALETS AT SKI LAKE PHASE 7, a cluster subdivision, according to the official plat thereof, on file and of record in the office of the Recorder of Weber County, Utah.

Tax id #20-144-0013

THIS TRUST DEED INCLUDING ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE: 1) PAYMENT OF INDEBTEDNESS AND 2) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, RELATED DOCUMENTS, AND THIS TRUST DEED. THIS TRUST DEED IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

Obligations Secured. This Trust Deed including assignment of rents and the security interest in the rents and personal property is given to secure the following obligations: (a) a term loan evidenced by a Promissory Note, dated on or about the same date as this Trust Deed, in the original principal amount of **\$105,000.00**; all renewals, extensions,



modifications and replacements of the foregoing; (c) performance all other obligations described in this Trust Deed; (d) advances of the same kind and quality or relating to this transaction; and (e) transactions in which the documents evidencing the indebtedness refer to this Trust Deed as providing security therefor.

Security Agreement. This Trust Deed constitutes a Security Agreement with respect to the Personal Property or fixtures, and Beneficiary shall have all of the rights and remedies of a secured party under the Utah Uniform Commercial Code as well as all other rights and remedies available at law or in equity. Trustor and Beneficiary acknowledge their mutual intent that all security interests contemplated herein are given as a contemporaneous exchange for new value to Trustor, regardless of when advances to Trustor are actually made or when the Property is acquired.

Security Interest. In addition to recording this Trust Deed in the real property records, Lender may, at any time and without further authorization from Trustor, file executed counterparts, copies or reproductions of this Trust Deed as a financing statement. Trustor shall reimburse Lender for all expenses incurred in perfection or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Real property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and Make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing address of the Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Trust Deed may be obtained are as stated on the first page of this Trust Deed.

Payment and performance. Except as otherwise permitted in this Trust Deed, Trustor shall pay to lender all amounts secured by this Trust Deed as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Trust Deed and the Related Documents.

Awards. All right, title, interest and estate of Trustor, now owned or hereafter acquired, in and to: (a) all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the Property or any portion of the Property, the Improvements or any portion of the Improvements, or of any other Improvements now or hereafter situate thereon or any estate or easement in the Property (including any awards for change of grade of streets); (b) all insurance policies and all proceeds of insurance paid on account of any partial or total destruction of the Improvements or any portion thereof; (c) all causes of action and recoveries for any loss or diminution in the value of the Property or the Improvements; and (d) all proceeds of each of the foregoing; and

Utility Taps. All right, title, interest and estate of Trustor, now owned or hereafter acquired, in and to all contracts, agreements or commitments between Trustor and any utility company, water company or user association, or telephone company, to furnish electricity, natural gas or oil, telephone, sewer, water or other such services, or to provide hook-ups, connections, lines or other necessary taps to the Property and the Improvements thereon. Trustor hereby irrevocably appoints Beneficiary as Trustor's true and lawful attorney-in-fact to execute, acknowledge and deliver any instruments and to do and perform any act in the name and on behalf of Trustor necessary to maintain and continue all contracts, agreements or commitments with any such utility company and, otherwise, to perform all acts necessary to assure uninterrupted utility service to the Property and the Improvements thereon.

Possession and Maintenance of the Property. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may remain in possession and control of the Property; and use, operate or manage the Property and collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. This instrument is a Trust Deed executed in conformity with the Utah Trust Deed Act, UCA 57-19-19, et seq.

Duty to Maintain. To keep the Property in good condition; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

Compliance with Environmental Laws. Trustor represents and warrants to Lender that, except as Beneficiary has been otherwise previously advised by Trustor in writing, to the best of Trustor's information, knowledge and belief: 1) no Hazardous Materials have been used, generated, manufactured and treated nor are any Hazardous Materials now located on, in, or under the Property, and neither Trustor nor, to Trustor's knowledge, any other person has ever caused or permitted any Hazardous Materials to be placed, held, stored, released, located or disposed of on, under or at the Property, or any part thereof. 2) Trustor further represents and warrants to Lender, to the best of Trustor's information, knowledge and belief, no investigation, administrative order, consent order and agreement, litigation or settlement with respect to Hazardous Materials is proposed, threatened, anticipated or in existence with respect to the Property. Nor has there been any breach of any Environmental laws. 3) Trustor authorizes Lender and its agent to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Trust Deed. Trustor hereby 1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and 2) agrees to indemnify, defend and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Trust Deed or as consequences of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Trust Deed, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Trust Deed and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

"Hazardous Materials" means (a) "hazardous waste" materials that because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled and as defined by the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), including any future amendments thereto, and regulations promulgated thereunder; (b) "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), including any future amendments thereto, and regulations promulgated thereunder and are not limited to; (c) asbestos; (d) polychlorinated biphenyls; (e) underground storage tanks, whether empty or filled or partially filled with any substance; (f) any substance, the presence of which is or becomes prohibited by any federal, state, or local law, ordinance, rule, or regulation; and (g) any substance which under any federal, state, or local law, ordinance, rule, or regulation requires special handling or notification in its collection, storage, treatment or disposal.

Removal of Improvements. Trustor shall not demolish or remove any Improvements from the Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Trustor make arrangements satisfactory to Lender to replace such Improvements with Improvement of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Property at all reasonable times to attend to Lender's interest and to inspect the Property for purposes of Trustor's compliance with the terms and conditions of this Trust Deed.

Compliance with Government Requirements. Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing or prior to doing so and so long as, in Lenders' sole opinion, Lender's interest in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonable satisfactory to Lender, to protect Lenders interest.

Duty to Protect. Trustor agrees neither to abandon nor leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

Due On Sale – Consent By lender. Lender may, at Lender's option declare immediately due and payable all sums secured by this Trust Deed upon the sale or transfer, without Lender's prior written consent, of all or any part of the Property, or any interest in the Property. A "sale or transfer" means the conveyance of the Property or any right, title or interest in the Property; whether legal, beneficial or equitable' whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, least-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Property, or by any other method of conveyance of an interest in the Property.

Taxes and Liens. The following provisions relating to the taxes and liens on the Property are part of this Trust Deed:

Payment. Trustor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered on material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Trust Deed. Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate government official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Right to Contest. Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lenders' interest in the property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if request by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Notice of Construction. Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that trustor can and will pay the cost of such improvements.

Lenders Expenditures. If Trustor fails to A) keep the Property free of all taxes, liens, security interest, encumbrances, and other claims, B) to make repairs to the Property or to comply with any obligation to maintain Existing Indebtedness in good standing as required below, the Lender may do so. If any action or proceedings commenced that would materially affect Lender's interest in the Property, then Lender or Trustor's behalf may, but is not required to, take any action that Lender believe to be appropriate to protect Lender's interest. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at the Lender's option, will A) be payable on demand; B) be added to the balance of the Note and be apportioned among and be payable with any Installment payments to become due the remaining term of the Note; or C) be treated as a balloon payment which will be due and payable at the Notes' maturity. The Trust Deed will also secure payment of these amounts. The rights provided for in this paragraph shall be also for or in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

Warranty; Defense of Title. The following provisions relating to ownership of the Property are a part of this Trust Deed:

Title. Trustor warrants that: A) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Property description of in the existing indebtedness section below or in any title insurance policy, title report, or final title opinion issued I favor of, and accepted by, Lender in connection with this Trust Deed and B) Trustor has the full right, power and authority to execute and deliver this Trust Deed to Lender.

Defense of Title. Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver or cause to be delivered to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance with Laws. Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Trustor has made in this Trust Deed shall survive the execution and delivery of this Trust Deed, shall be continuing in nature and shall remain in full force and effect until such time as Trustor's indebtedness is paid in full.

Condemnation. The following provisions relating to condemnation proceedings are a part of the Trust Deed:

Proceedings. If any proceeding in the condemnation is filed, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to defend the action and obtain the award. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

Attorney in Fact. From time to time and at any time, Lender may request from Trustor to execute, and deliver to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, and all such mortgages, trust deeds, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other documents as may be necessary or desirable in order to effectuate, complete, perfect, continue or preserve 1) Trustor's obligations under the Note, Trust Deed or Related Documents and 2) liens and security interest created by this Trust Deed as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

Full Performance. If Trustor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Trust Deed, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required bylaw shall be paid by Trustor, if permitted by applicable law.

Events of Default. At Lender's option, Trustor will be in default under this Trust Deed if any of the following happen:

Payment Default. Trustor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Trustor within the time required by this Trust Deed to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Trust Deed, The Note or any Related Documents.

False Statements. Any representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Trust Deed, Note or Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Trust Deed or any of the Related Documents ceases to be in full force and effect (including failure of any other collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of the Trustor or insolvency of Trustor, the appointment of a receiver for any part of Trustor's property any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

Taking of the Property. Any creditor or government agency tries to take any of the Property or any other of Trustor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Trustor's accounts with Lender. However, if Trustor disputes in good faith or whether the claim on which the taking of the property is based is valid or reasonable, and if Trustor gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

Right to Cure. If any default, other than a default in payment, is curable and if Trustor has not been given a notice of a breach of the same provision of this Trust Deed within the preceding twelve (12) months, it may be cured if Trustor, after Lender sends written notice to Trustor demanding cure of such default: 1) cures the default within ten (10) days; or 2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Rights and Remedies on Default. If an Event of Default occurs under this Trust Deed, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. All of Lender's rights will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Trustor to declare the entire Indebtedness due and payable.

UCC Remedies. With respect to all or any part of the personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. Trustor hereby waives any requirement that the receiver be impartial and disinterested as to all of the parties and agrees that employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchase of the Property and shall, at Lenders option, either 1) pay a reasonable rental for the use of the Property, or 2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any right or remedy provided in this Trust Deed or the Note or available at law or in equity.

Notice of Sale. Lender shall give reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

Powers and obligations of Trustee. The following provisions relating to the powers and obligations of Trustee are part of this Trust Deed:

Successor Trustee. Lender, at its option, may appoint a successor Trustee at any time by filing for record in the office of the county recorder of each county in which the 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.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender will have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Obligation to Notify. 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 notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

Notices. Unless otherwise provided by applicable law, any notice required to be given under this Trust Deed or required by law, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actual delivered in accordance with the law or with the Trust Deed when actually received by telefacsimile, when deposited with a nationally recognized overnight courier, or if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Trust Deed. All copies of notices of foreclosure from the holder of any lien which has priority over this Trust Deed shall be sent to Lender's address, as shown near the beginning of this Trust Deed. Notwithstanding any other provision of this Trust Deed, all notices given under applicable law shall be given as required therein. Any person may change his or her address for notices under this Trust Deed by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notices purposes, Trustor agrees to keep Lender informed at all times of Trustors current address. Unless otherwise provided by applicable law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors. It will be Trustor's responsibility to tell the others of the notice form Lender.

Severability. IF a court finds that any provision of this Trust Deed is not valid or should not be enforced, that fact by itself will not mean that the rest of this Trust deed will not be valid or enforced. Therefore a court will enforce the rest of the provision of this Trust Deed even if a provision of this Trust Deed may be found to be invalid or unenforceable.

Successors or Assigns. Subject to any limitations stated in this trust Deed on transfer of Trustors interest, this Trust Deed shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Trust Deed and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Trust Deed or liability under the Indebtedness.

Governing Law. This Trust Deed shall be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of UTAH.

Time is of the Essence. Time is of the essence in the performance of this Trust Deed.

Trustor acknowledges having read all the provisions of this trust deed and trustor agrees to its terms.

TRUSTOR:

HA Smith (Seal) Hunter Smith -Borrower (Seal) -Borrower

State of Utah

County of Davis §

On this 1st day of September, in the year 2020 before me,
date month year

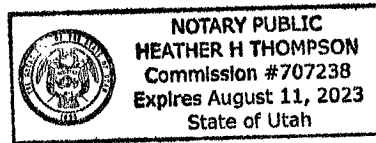
Heather H. Thompson, a notary public, personally appeared
name of notary public

Hunter Smith.
name of document signer

proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to in this document, and acknowledged (he/she/they) executed the same.

[Signature]
Notary Signature

(Notary's Official Seal)



Loan originator (Organization): **Bank of Utah**; NMLS #: 422914
Loan originator (Individual): **John Patrick Neil**; NMLS #: 91379

REQUEST FOR FULL RECONVEYANCE

(To be used only when Indebtedness secured hereby has been paid in full)

TO: **Bank of Utah**
2605 Washington Blvd.
Ogden, UT 84401

The undersigned is the legal owner and holder of all indebtedness secured by the Trust Deed. All indebtedness secured by the Trust Deed has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of the Trust Deed, to cancel all evidences of indebtedness secured by the Trust Deed delivered to you herewith, together with the Trust Deed, and to reconvey, without warranty, to the parties designated by the terms of the Trust Deed, all the estate now held by you thereunder.

Dated: _____, _____

Mail reconveyance to:

