



W3201341

E# 3201341 PG 1 OF 5
Leann H. Kilts, WEBER COUNTY RECORDER
02-Dec-21 0444 PM FEE \$40.00 DEP AP
REC FOR: LUNDBERG & ASSOCIATES, PC.
ELECTRONICALLY RECORDED

Send Tax Notices To:
Premier Southern Properties LLC
5500 South Holladay Boulevard
Holladay, UT 84117

Case No.20.76792.2\LB\lk

Parcel ID #: 01-035-0007, 01-035-0008, 01- (Space above for County Recorder's use)
035-0055, 01-035-0018, 01-035-0019

TRUSTEE'S DEED

This deed is made by Lundberg & Associates, PC ("L&A"), as trustee under the trust deed described below, in favor of Premier Southern Properties LLC, 5500 South Holladay Boulevard, Holladay, UT 84117, as grantee.

Charlesworth Apartments, LLC, a Utah limited liability company, as trustors, executed and delivered to North American Title Insurance Company, as trustee, for the benefit of Green Rock II, LLC, a Wyoming limited liability company, as beneficiary, a trust deed dated December 27, 2019 to secure the performance of obligations under a promissory note executed and delivered for a valid consideration on or about December 27, 2019. The trust deed was filed for record January 6, 2020, with recorder's entry No. 3026662, Weber County, Utah, and covered the property described below (the "Property").

L&A was appointed as trustee by a substitution of trustee filed for record October 21, 2020, with recorder's entry No. 3095042, Weber County, Utah.

A default occurred under the terms of the promissory note and trust deed. A written notice of default and election to sell (the "Notice of Default") was recorded on October 22, 2020, with recorder's entry No. 3095368, Weber County, Utah.

Within ten days after the Notice of Default was recorded, a copy of the Notice of Default reflecting the recording data was mailed, by certified mail, to each person whose name and address were set forth in a request for notice filed for record prior to the filing of the Notice of Default.

The default was not cured within three months after the filing of the Notice of Default and the trustee executed a Notice of Trustee's Sale stating that it would sell the Property at public auction to the highest bidder, fixing the date and time of the sale as November 30, 2021, at 10:30 AM, and caused copies of the Notice of Trustee's Sale to be posted on the Property and in the office of the Weber County Recorder not fewer than 20 days before the date of sale. L&A also caused a copy of the Notice of Trustee's Sale to be published once a week for three consecutive weeks before the date of sale in the Standard Examiner, a newspaper having a general circulation in the county in which the Property is situated, the first date of such publication being October 27, 2021, and the last date being November 10, 2021. At least 20 days before the date of the sale, the trustee also mailed, by certified mail, a copy of the Notice of Trustee's Sale to each person whose name and address were set forth in a request for notice filed for record prior

Exhibit "A"

Parcel 1: 01-035-0007

Part of Lot 1, Block 41, Plat A, Ogden City Survey, Weber County, Utah: Beginning at a point 4 rods East of the Southwest corner of said Lot 1 and running thence East 41 feet, thence North 8 rods; thence West 41 feet thence South 8 rods to the place of beginning.

Tax Parcel 2: 01-035-0008

Part of Lot 1, Block 41, Plat A, Ogden City Survey, Weber County, Utah: Beginning at the Southwest corner of Lot 1, running thence North 8 rods, thence East 4 rods; thence South 8 rods; thence West 4 rods to the place of beginning.

Tax Parcel 3: 01-035-0055

Part of Lot 10, Block 41, Plat A, Ogden City Survey, Weber County, Utah: Beginning at a point 150 feet West of the Northeast corner of said Lot 10; thence West 180 feet; thence South 132 feet; thence East 180 feet; thence North 132 feet to the place of beginning.

Tax Parcel 4: 01-035-0018

Part of Lot 3, Block 41, Plat A, Ogden City Survey, Weber County, Utah: Beginning at a point 82.5 feet West and 165 feet North of the Southeast corner of Lot 2, and running thence East 40 feet; thence North 99 feet; thence West 40 feet; thence South 99 feet to the place of beginning.
Together with a right of way as follows: Beginning at a point 37.5 feet West from the Southeast corner of Lot 2; thence North 264 feet; thence West 10 feet; thence South 264 feet thence East 10 feet to the place of beginning.

Tax Parcel 5: 01-035-0019

Part of Lot 3, Block 41, Plat A, Ogden City Survey, Weber County, Utah: Beginning at the Southeast corner of Lot 3 and running thence North 132 feet to the North line of Lot 3, thence West 42.5 feet; thence South 132 feet to the South line of Lot 3; thence East 42.5 feet to the place of beginning.
Together with a right of way as follows: Beginning at a point 37.5 feet West from the Southeast corner of Lot 2, thence North 264 feet thence West 10 feet; thence South 264 feet thence East 10 feet to the place of beginning.

Together with all right, title, and interest (including any claim or demand or demand in law or equity) that Borrower now has or may later acquire in or to such Mortgaged Property; all easements, rights, privileges, tenements, hereditaments, and appurtenances belonging or in any way appertaining to the Mortgaged Property; all of the estate, right, title, interest, claim, demand, reversion, or remainder of Borrower in or to the Mortgaged Property, either at law or in equity, in possession or expectancy, now or later acquired; all crops growing or to be grown on the Mortgaged Property; all development rights or credits and air rights; all water and water rights (whether or not appurtenant to the Mortgaged Property) and shares of stock pertaining to such water or water rights, ownership of which affects the Mortgaged Property; all minerals, oil, gas, and other hydrocarbon substances and rights thereto in, on, under, or upon the Mortgaged Property and all royalties and profits from any such rights or shares of stock; all right, title, and interest of Borrower in and to any streets, ways, alleys, strips, or gores of land adjoining the Land or any part of it that Borrower now owns or at any time later acquires and all adjacent lands within enclosures or occupied by buildings partly situated on the Mortgaged Property;

All intangible Mortgaged Property and rights relating to the Mortgaged Property or its operation or used in connection with it, including, without limitation, permits, licenses, plans, specifications, construction contracts, subcontracts, bids, deposits for utility services, installations, refunds due Borrower, trade names, trademarks, and service marks;

All of the right, title, and interest of Borrower in and to the land lying in the bed of any street, road, highway, or avenue in front of or adjoining the Land;

Any and all awards previously made or later to be made by any Governmental Authority to the present and all subsequent owners of the Mortgaged Property that may be made with respect to the Mortgaged Property as a result of the exercise of the right of eminent domain, the alteration of the grade of any street, or any other injury to or decrease of value of the Mortgaged Property, which award or awards are assigned to Lender and Lender, at its option, is authorized, directed, and empowered to collect and receive the proceeds of any such award or awards from the authorities making them and to give proper receipts and acquittances for them;

All certificates of deposit of Borrower in Lender's possession and all bank accounts of Borrower with Lender and their proceeds, and all deposits of Borrower with any Governmental Authority and/or public utility company that relate to the ownership of the Mortgaged Property;

All Leases of the Mortgaged Property or any part of it now or later entered into and all right, title, and interest of Borrower under such Leases, including cash or securities deposited by the tenants to secure performance of their obligations under such Leases (whether such cash or securities are to be held until the expiration of the terms of such Leases or applied to one or more of the installments of rent coming due immediately before the expiration of such terms), all rights to all insurance proceeds and unearned insurance premiums arising from or relating to the Mortgaged Property, all other rights and easements of Borrower now or later existing pertaining to the use and enjoyment of the Mortgaged Property, and all right, title, and interest of Borrower in and to all declarations of covenants, conditions, and restrictions as may affect or otherwise relate to the Mortgaged Property;

Any and all proceeds of any insurance policies covering the Mortgaged Property, whether or not such insurance policies were required by Lender as a condition of making the loan secured by this Security Instrument or are required to be maintained by Borrower as provided below in this Security Instrument; which proceeds are assigned to Lender, and Lender, at its option, is authorized, directed, and empowered to collect and receive the proceeds of such insurance policies from the insurers issuing the same and to give proper receipts and acquittances for such policies, and to apply the same as provided below;

If the Mortgaged Property includes a leasehold estate, all of Borrower's right, title, and interest in and to the lease, more particularly described in Exhibit "A" attached to this Security Instrument (the Leasehold) including, without limitation, the right to surrender, terminate, cancel, waive, change, supplement, grant subleases of, alter, or amend the Leasehold;

All plans and specifications for the Improvements; all contracts and subcontracts relating to the Improvements; all deposits (including tenants' security deposits; provided, however, that if Lender acquires possession or control of tenants' security deposits Lender shall use the tenants' security deposits only for such purposes as Governmental Requirements permit), funds, accounts,

contract rights, instruments, documents, general intangibles, and notes or chattel paper arising from or in connection with the Mortgaged Property; all permits, licenses, certificates, and other rights and privileges obtained in connection with the Mortgaged Property; all soils reports, engineering reports, land planning maps, drawings, construction contracts, notes, drafts, documents, engineering and architectural drawings, letters of credit, bonds, surety bonds, any other intangible rights relating to the Land and Improvements, surveys, and other reports, exhibits, or plans used or to be used in connection with the construction, planning, operation, or maintenance of the Land and Improvements and all amendments and modifications; all proceeds arising from or by virtue of the sale, lease, grant of option, or other disposition of all or any part of the Mortgaged Property (consent to same is not granted or implied); and all proceeds (including premium refunds) payable or to be payable under each insurance policy relating to the Mortgaged Property;

All trade names, trademarks, symbols, service marks, and goodwill associated with the Mortgaged Property and any and all state and federal applications and registrations now or later used in connection with the use or operation of the Mortgaged Property;

All tax refunds, bills, notes, inventories, accounts and charges receivable, credits, claims, securities, and documents of all kinds, and all instruments, contract rights, general intangibles, bonds and deposits, and all proceeds and products of the Mortgaged Property;

All money or other personal property of Borrower (including, without limitation, any instrument, deposit account, general intangible, or chattel paper, as defined in the Uniform Commercial Code) previously or later delivered to, deposited with, or that otherwise comes into Lender's possession;

All accounts, contract rights, chattel paper, documents, instruments, books, records, claims against third parties, money, securities, drafts, notes, proceeds, and other items relating to the Mortgaged Property;

All construction, supply, engineering, and architectural contracts executed and to be executed by Borrower for the construction of the Improvements; and
All proceeds of any of the foregoing.

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