



\*W3257784\*

E# 3257784 PG 1 OF 8  
Leann H. Kilts, WEBER COUNTY RECORDER  
30-Sep-22 0330 PM FEE \$40.00 DEP SLV  
REC FOR: RUDD & HAWKES TITLE INSURANCE AGEI  
ELECTRONICALLY RECORDED

**When Recorded Mail To:**

O Happy Day, Inc.  
3487 Shiloh Creek Circle  
Bluffdale, Utah 84065

**Parcel No(s): 03-041-0016 (Weber County)  
08-054-0107 (Davis County)**

**SECOND TRUST DEED**

With Power of Sale and Assignments of Rents

THIS SECOND TRUST DEED, made this 30<sup>th</sup> day of September, 2022 between Shonik, LLC, a Utah limited liability company, as Trustor, whose address is 310 Park Lane, Farmington, UT 84025, Rudd & Hawkes Title Insurance Agency, LLC, as Trustee, and O Happy Day, Inc., a Utah Corporation, whose address is 3487 Shiloh Creek Circle, Bluffdale, Utah 84065 as Beneficiary.

WITNESSETH: Trustor Conveys and Warrants to Trustee in trust with power of sale and assignment of rents, the following described property, situated in Davis County, State of Utah:

**ADDRESS:** 310 W. Park Lane, Farmington, UT 84025 and raw land in Ogden

**LEGAL: See Exhibit A**

TOGETHER with all building, 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 Beneficiary to collect and apply such rents, issues, and profits;

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of SIX HUNDRED THOUSAND DOLLARS (\$600,000.00), 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 Second Trust Deed; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

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

1. To keep said property in good condition and repair, not 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 loan 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 Beneficiary, and
- (b) To allow Beneficiary to inspect said property at all times during construction.

Upon presentation of an affidavit to Trustee, signed by Beneficiary, 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 Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, 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 Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts 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 Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary 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 Second Trust Deed.

6. Should Trustor fail to make any payment or do any act as herein provided, then Beneficiary or Trustee, but without obligation to do so 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, Beneficiary 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 Beneficiary 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 Beneficiary or Trustee, with interest from date of expenditure at the rate of Twelve percent (12%) per annum until paid, and the repayment thereof shall be secured hereby. In the event of default, interest shall accrue at Eighteen percent (18%) per annum.

8. To not transfer or convey or allow any encumbrance of said property in any way or manner EXCEPT for the first position Trust Deed position held by Golden West Federal Credit Union in the approximate amount of \$4,500,000.00 on the Davis County property, which Trustor agrees to keep current and to not breach or default on in any manner. In the event of a sale, transfer, or encumbrance of any beneficial interest of said Property, Beneficiary shall have the right (which shall never be waived by any action, or inaction) to declare a default and to call the associated promissory note due and payable, with full acceleration of all interest and fees owing.

**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, damaged by fire, earthquake, or in any other manner, Beneficiary 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 Beneficiary, who may, after deducting therefrom 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, awards, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Second 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 an easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Second 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 persons 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 mentioned in this paragraph.

10. As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Second Trust Deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured by the First Trust Deed position held by Golden West Federal Credit Union, or 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 Beneficiary 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 Beneficiary at any time or from time to time to collect such moneys shall not in any manner affect the subsequent enforcement by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Second Trust Deed to any such tenancy, lease or option. Trustor agrees that a requirement under this Second Trust Deed is to provide immediate notice to Beneficiary of any alleged or actual breach or default of the first Trust Deed referenced herein.

11. Upon any default by Trustor hereunder, Beneficiary 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 Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured upon and take possession of said property or any part thereof, in its own name sue for costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary 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 Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary 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 of 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 Beneficiary. In the event of such default, Beneficiary 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, and Trustee shall record such notice in each county wherein said property or some part or parcel thereof is situated. Beneficiary 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 having 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. 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 Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to 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 18% per annum from date of expenditures; (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 discretions, 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, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Second Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary 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. Beneficiary may appoint a successor trustee at any time by filing for 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.

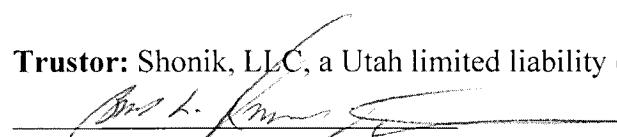
18. This Second Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the note secured hereby. In this Second 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 Second Trust Deed, duly executed and acknowledged, is made public record as provided by law. Trustee is not obligated to notify any party hereto 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.

20. This Second Trust Deed shall be construed and enforced 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 them at the address hereinbefore set forth.

**Trustor:** Shonik, LLC, a Utah limited liability company

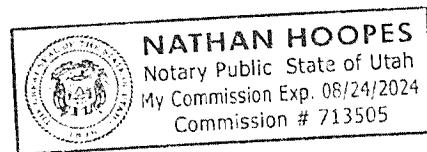
  
Brad Knowlton, Manager and Supermajority  
Member of Shonik, LLC

STATE OF UTAH )  
 )ss.  
COUNTY OF SALT LAKE )

On the 24 day of September, 2022, Brad Knowlton in his capacity as Manager and Supermajority Member of Shonik, LLC, the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.

Witness my hand and official seal,

  
\_\_\_\_\_  
Notary Public



## EXHIBIT A

### **PROPERTY 1 (Weber County)**

A PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 01°17'55" EAST 429.28 FEET AND NORTH 88°41'22" WEST 314.00 FEET FROM THE FOUND OGDEN CITY SURVEY MONUMENT LOCATED AT THE INTERSECTION OF WASHINGTON BOULEVARD AND 20TH STREET; THENCE NORTH 88°41'22" WEST 37.00 FEET; THENCE NORTH 01°17'55" EAST 138.57 FEET TO THE SOUTH RIGHT OF WAY LINE OF PARK BOULEVARD; THE NEXT TWO COURSES WILL BE ALONG THE SOUTH RIGHT OF WAY LINE OF PARK BOULEVARD, (1) NORTH 71°10'50" EAST 16.45 FEET, (2) THENCE 96.58 FEET ALONG THE ARC OF A 470.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 77°04'22" EAST 96.41 FEET); THENCE SOUTH 00°00'07" EAST 73.30 FEET; THENCE NORTH 88°41'31" WEST 73.57 FEET; THENCE SOUTH 01°17'55" WEST 94.66 FEET TO THE POINT OF BEGINNING.

**Tax Serial Number: 03-041-0016**

### **PROPERTY 2 (Davis County)**

BEGINNING ON THE NORTH LINE OF A LANE AT A POINT 11.025 CHAINS WEST AND 22.04 CHAINS NORTH OF THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, IN THE CITY OF FARMINGTON, AND RUNNING THENCE NORTH 284 FEET, MORE OR LESS, TO A POINT NORTH 89 DEG 27 MIN 35 SEC WEST OF A POINT ON THE WEST LINE OF A HIGHWAY NORTH 0 DEG 16 MIN 50 SEC WEST 1737.27 FEET ALONG THE SECTION LINE AND WEST 584.89 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION; THENCE SOUTH 89 DEG 27 MIN 35 SEC EAST 142.76 FEET TO THE WEST LINE OF SAID HIGHWAY; THENCE SOUTH 27 DEG 08 MIN EAST 248 FEET, MORE OR LESS, AND SOUTH 15 DEG 41 MIN EAST 75.5 FEET ALONG THE WEST LINE OF SAID HIGHWAY TO THE NORTH LINE OF SAID LANE; THENCE WEST 276 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPTING:

A PARCEL OF LAND SITUATE IN THE NORTHEAST 1/4, SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF GRANTORS ENTIRE TRACT, WHICH POINT OF BEGINNING IS THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF BURKE LANE AND THE WESTERLY RIGHT OF WAY LINE OF SR-106 (MAIN STREET), SAID POINT OF BEGINNING ALSO BEING 463.34 FEET NORTH 89 DEG 59 MIN 51 SEC WEST ALONG THE SOUTH LINE OF SAID SECTION 13 AND 1448.14 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID SECTION 13; AND RUNNING THENCE NORTH 89 DEG 24 MIN 38 SEC WEST 14- 53 FEET ALONG SAID NORTH RIGHT OF WAY LINE OF SAID BURKE LANE; THENCE NORTH 32 DEG 24 MIN 16 SEC EAST 21.12 FEET TO SAID WESTERLY RIGHT OF WAY LINE OF SR-106; THENCE SOUTH 10 DEG 08 MIN 18 SEC EAST 18.26 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE OF SR-106 TO THE POINT OF BEGINNING.

LESS AND EXCEPTING:

BEGINNING AT A POINT ON THE NORTH LINE OF PARK LANE SAID POINT BEING SOUTH 00 DEG 16 MIN 50 SEC EAST ALONG THE SECTION LINE 1215.41 FEET AND NORTH 89 DEG 45 MIN 00 SEC WEST 477.70 FEET FROM THE EAST 1/4 CORNER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, IN DAVIS COUNTY, UTAH, AND RUNNING THENCE NORTH 89 DEG 45 MIN 00 SEC WEST 250.00 FEET ALONG THE NORTH SIDE OF PARK LANE; THENCE NORTH 00 DEG 16 MIN 50 SEC WEST 22.00 FEET; THENCE SOUTH 89 DEG 45 SEC 00 MIN EAST 241.86 FEET, THENCE NORTH 36 DEG 12 MIN 35 SEC EAST 27.09 FEET TO THE WEST LINE OF MAIN STREET; THENCE ALONG SAID WEST LINE THE FOLLOWING TWO (2) COURSES, SOUTH 16 DEG 17 MIN 56 SEC EAST 21.37 THENCE SOUTH 30 DEG 27 MIN 54 SEC WEST 27.13 FEET TO THE POINT OF BEGINNING.

**TAX SERIAL NUMBER: 08-054-0107**