



\*W3330892\*

After recording mail to:

Rapid Funding, LLC  
1231 Stuart Circle  
American Fork, Utah 84003

E# 3330892 PG 1 OF 12  
Leann H. Kilts, WEBER COUNTY RECORDER  
28-Jun-24 0332 PM FEE \$40.00 DEP DAC  
REC FOR: ADVANCED TITLE  
ELECTRONICALLY RECORDED

**TRUST DEED**  
**(SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND PROFITS)**

THIS TRUST DEED is made this June 27, 2024 between KALENA CAPITAL, LLC, whose office is located at 7942 Peachwood Drive, Ogden Utah 84405 (referred to below as "Trustor"); and Rapid Funding, a Utah Limited Liability Company, with offices at: 8846 S Redwood Road C212, West Jordan, Utah 84088 (referred to below as "Beneficiary"); and Advanced Title Insurance Agency, LC., whose address is 6707 South 1300 East, Suite 100, Cottonwood Heights, Utah 84121 (referred to below as "Trustee").

**CONVEYANCE AND GRANT.**

For valuable consideration, Trustor irrevocably grants and conveys to Trustee in trust, with power of sale, for the benefit of Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all buildings, structures, fixtures and improvements now or hereafter located thereon, as well as all rights of way, easements, appurtenances and all other or greater rights and interests of every nature now or hereafter a part of the property described herein and in the possession or use thereof and income therefrom, whether now owned or subsequently acquired by Trustor, which property is located at: 5829 South 1050 East Ogden, Utah 84405, and is more fully described as follows (the "Real Property"):

**SEE EXHIBIT "A" ATTACHED HERETO  
AND BY THIS REFERENCE MADE A PART HEREOF**

Trustor presently assigns to Beneficiary all of Trustor's right, title, and interest in and to all present and future leases of the Real Property and all Rents from the Real Property. In addition, Trustor grants Beneficiary security interest in the Rents and the Personal Property defined below.

**DEFINITIONS.**

The following words shall have the following meanings when used in this Trust Deed. Terms not otherwise defined in this Trust Deed shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Beneficiary.** The word "Beneficiary" means the Beneficiary named above and such Beneficiary's successors and assigns.

**Guarantor.** The word "Guarantor" means and includes, without limitation, any and all guarantors, sureties, and accommodation parties, if any, in connection with the indebtedness.

**Improvements.** The word “Improvements” means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements, and other construction on the Real Property.

**Indebtedness.** The word “Indebtedness” means all principal and interest payable under the Note and any amounts expended or advanced by Beneficiary to discharge obligations of Trustor or expenses incurred by Trustee or Beneficiary to enforce obligations of Trustor under this Trust Deed, together with interest on such amounts as provided in this Trust Deed.

**Note.** The word “Note” means the Promissory Note dated of even date herewith, **in the principal amount of One Hundred Thirty Eight Thousand and 00/100 Dollars (\$138,000)** from Trustor to Beneficiary, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note.

**Personal Property.** The words “Personal Property” mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word “Property” means collectively the Real Property and the Personal Property.

**Real Property.** The words “Real Property” means the property, interests and rights described above in the “Conveyance and Grant” section.

**Related Documents.** The words “Related Documents” mean and include without limitation all loan agreements, trust deed or promissory notes, agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in association with the Indebtedness.

**Rents.** The word “Rents” means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trust Deed.** The term “Trust Deed” means this Trust Deed among Trustor, Beneficiary, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Trustee.** The word “Trustee” means the Trustee named above and any substitute or successor trustees.

**Trustor.** The word “Trustor” means any and all persons and entities executing this Trust Deed, including without limitation all Trustors named above.

THIS TRUST DEED, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) REPAYMENT OF THE INDEBTEDNESS EVIDENCED BY THE NOTE (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF TRUSTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS TRUST DEED AND (3) ANY OTHER UNPAID BALANCES WHETHER BY RENEWALS, EXTENSIONS, OR OTHERWISE OF ALL EXISTING

INDEBTEDNESS AND ANY ADDITIONAL LOAN OR LOANS MADE BY BENEFICIARY TO TRUSTOR. THIS TRUST DEED IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**1. PAYMENT AND PERFORMANCE.**

Except as otherwise provided in this Trust Deed, Trustor shall pay to Beneficiary 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, the Related Documents, and any successive obligations of the Trustor.

**2. POSSESSION AND MAINTENANCE OF THE PROPERTY.**

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

a. **Possession and Use.** Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property, (2) use, operate or manage the Property, and (3) collect any Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property.

b. **Duty to Maintain.** Trustor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

c. **Nuisance, Waste.** Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property.

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

e. **Beneficiary's Right to Enter.** Subject to any leasehold interests and provided that Trustor receive ten (10) days advance written notice, Beneficiary and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Beneficiary's interests and to inspect the Property for purposes of Trustor's compliance with the terms and conditions of this Trust Deed. Beneficiary's notice shall contain the day and approximate time that the inspection will occur so that Trustor can notify, if necessary, any tenants leasing the Property.

f. **Compliance with Governmental Requirements.** Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use 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 Beneficiary in writing prior to doing so and so long as, in Beneficiary's sole opinion, Beneficiary's interests in the Property are not jeopardized. Beneficiary may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Beneficiary, to protect Beneficiary's interest.

**3. 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 above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

#### 4. TAXES AND LIENS.

a. **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 or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Beneficiary under this Trust Deed, except for the lien of taxes and assessments not due and except as otherwise provided in this Trust Deed.

b. **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 Beneficiary's 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 requested by Beneficiary, deposit with Beneficiary cash or a sufficient corporate surety bond or other security satisfactory to Beneficiary 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 Beneficiary and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Beneficiary as an additional obligee under any surety bond furnished in the contest proceedings.

c. **Evidence of Payment.** Trustor shall upon demand furnish to Beneficiary satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Beneficiary at any time a written statement of the taxes and assessments against the Property.

d. **Mechanics' liens.** Trustor shall keep the Property free and clear of all liens and claims of liens by contractors, subcontractors, mechanics, laborers, material men and other such Persons, and will cause any recorded statement of any such lien to be released of record within 30 days after the recording thereof. Notwithstanding the preceding sentence, however, Trustor will not be deemed to be in default under this section if and so long as Trustor (a) contests in good faith the validity or amount of any asserted lien and diligently prosecutes or defends an action appropriate to obtain a binding determination of the disputed matter, and (b) provides Beneficiary with such security as Beneficiary may require to protect Beneficiary against all loss, damage and expense, including attorneys' fees, that Beneficiary might incur if the asserted lien is determined to be valid. Trustor will indemnify Beneficiary against and hold Beneficiary harmless from any loss, damage or expense, including attorneys' fees and other litigation expenses, incurred by Beneficiary as a result of any default by Trustor under this section, and Trustor's obligations under this sentence shall survive foreclosure of this Trust Deed.

#### 5. PROPERTY DAMAGE INSURANCE.

a. **Maintenance of Insurance.** Trustor shall procure and maintain policies of fire and extended casualty insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid



application of any coinsurance clause, and with a standard mortgagee clause in favor of Beneficiary, together with such other hazard and liability insurance as Beneficiary may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Beneficiary and issued by a company or companies reasonably acceptable to Beneficiary. Trustor, upon request of Beneficiary, will deliver to Beneficiary from time to time the policies or certificates of insurance in form satisfactory to Beneficiary, including stipulations that coverages will not be canceled or diminished without at least ten (10) days' prior written notice to Beneficiary. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance to the extent such insurance is required by Beneficiary and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

**b. Application of Proceeds.** Trustor shall promptly notify Beneficiary of any material loss or damage to the Property. Beneficiary may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. Whether or not Beneficiary's security is impaired, Beneficiary may, at its election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Beneficiary elects to apply the proceeds to restoration and repair, Trustor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Beneficiary. Beneficiary shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Trust Deed. Any proceeds which have not been disbursed within 180 days after their receipt and which Beneficiary has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Beneficiary under this Trust Deed, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Beneficiary holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

**c. Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Trust Deed at any trustee's sale or other sale held under the provisions of this Trust Deed, or at any foreclosure sale of such Property.

## **6. EXPENDITURES BY BENEFICIARY.**

**a. Rights, Generally.** If Trustor fails to comply with any provision of this Trust Deed, or if any action or proceeding is commenced that would materially affect Beneficiary's interests in the Property, Beneficiary on Trustor's behalf may, but shall not be required to, take any action that Beneficiary deems appropriate. Any amount that Beneficiary expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Beneficiary to the date of repayment by Trustor. All such expenses, at Beneficiary's option, will (1) be payable on demand, (2) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (a) the term of any applicable insurance policy or (b) the remaining term of the Note, or (3) be treated as a balloon payment which will be due and payable at the Note's maturity. This Trust Deed also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Beneficiary may be entitled on account of the default. Any such action by Beneficiary shall not be construed as curing the default so as to bar Beneficiary from any remedy that it otherwise would have had.

b. **Protection of Beneficiary's Security.** If the Trustor fails to perform the covenants and agreements contained in this Trust Deed, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Beneficiary's interest in the Property, then Beneficiary, at Beneficiary's option, with notice to Trustor if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Beneficiary's reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Beneficiary pursuant to this paragraph 6.b, with interest thereon, shall become additional indebtedness of Trustor secured by this Trust Deed. Such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof, and Beneficiary may bring suit to collect any amounts so disbursed. Nothing contained in this paragraph 6.b. shall require Beneficiary to incur any expense or take any action hereunder.

c. **Trustor's Right to Cure Default.** Whenever foreclosure is commenced for nonpayment of any sums due hereunder, Trustor shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees all in the manner provided by law. Upon such payment, this Trust Deed and obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.

## 7. WARRANTY; DEFENSE OF TITLE.

a. **Title.** Trustor warrants that: (1) 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 Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Beneficiary in connection with this Trust Deed, and (2) Trustor has the full right, power, and authority to execute and deliver this Trust Deed to Beneficiary.

b. **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 interest of Trustee or Beneficiary under this Trust Deed, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Beneficiary shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Beneficiary's own choice, and Trustor will deliver, or cause to be delivered, to Beneficiary such instruments as Beneficiary may request from time to time to permit such participation.

c. **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.

## 8. CONDEMNATION.

a. **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, Beneficiary 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 Beneficiary in connection with the condemnation.

b. **Proceedings.** If any proceeding in condemnation is filed, Trustor shall promptly notify Beneficiary 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 Beneficiary 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 Beneficiary such instruments as may be requested by it from time to time to permit such participation.

## 9. DEFAULT.

Each of the following, at the option of Beneficiary, shall constitute an event of default (“Event of Default”) under this Trust Deed:

a. **Default on Indebtedness.** Failure of Trustor to make any payment within three (3) days of when due on any Indebtedness.

b. **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.

c. **Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Trust Deed, the Note or in any of the Related Documents. If such a failure is curable, it may be cured (and no Event of Default will have occurred) if Trustor, after Beneficiary sends written notice demanding cure of such failure, cures the failure within thirty (30) days.

d. **Breaches.** Any warranty, representation or statement made or furnished to Beneficiary by or on behalf of Trustor under this Trust Deed, the Note or the Related Documents is, or at the time made or furnished was, false in any material respect.

e. **Insolvency.** The insolvency of Trustor, appointment of a receiver for any part of Trustor’s Property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor, or the dissolution or termination of Trustor’s existence as an entity, limited liability company.

f. **Foreclosure, Forfeiture, etc.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Trustor gives Beneficiary written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Beneficiary.

g. **Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent; provided, however, that if Guarantor dies, Beneficiary will not declare default hereunder so long as a successor Guarantor, reasonably acceptable to Beneficiary executes and delivers to Trustee and Beneficiary a substitute Guaranty in form and substance reasonably acceptable to Beneficiary within ten (10) business days of the death of the original Guarantor.

h. **Insecurity, Anticipatory Breach.** Beneficiary in its sole discretion may declare a default if objective reason(s) exists such that Beneficiary reasonably deems itself insecure, or if there is an

unequivocal indication that the Borrower or any Guarantor will not perform obligations under the loan documents when performance is due, or in a situation in which future non-performance is inevitable.

#### **10. RIGHTS AND REMEDIES ON DEFAULT.**

Upon the occurrence of any Event of Default and at any time thereafter, Trustee or Beneficiary, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

a. **Accelerate Indebtedness.** Beneficiary shall have the right at its option to declare the entire Indebtedness immediately due and payable.

b. **Foreclosure.** With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Beneficiary shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

c. **Collect Rents.** Beneficiary shall have the right, without notice to Trustor, to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Beneficiary's costs, against the Indebtedness. In furtherance of this right, Beneficiary may require any tenant or other user of the Property to make payments of rent or use fees directly to Beneficiary. If the Rents are collected by Beneficiary, then Trustor irrevocably designates Beneficiary as Trustor's attorney-in-fact to enforce instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Beneficiary in response to Beneficiary's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Beneficiary may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

d. **Appoint Receiver.** Beneficiary 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 Beneficiary shall not disqualify a person from serving as a receiver.

e. **Other Remedies.** Trustee or Beneficiary shall have any other right or remedy provided in this Trust Deed or the Note or by law.

#### **11. WAIVER; ELECTION OF REMEDIES.**

A waiver by any party of a breach of a provision of this Trust Deed shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Beneficiary to pursue any remedy provided in this Trust Deed, the Note, in any Related Document, or provided by law shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Trust Deed after failure of Trustor to perform shall not affect Beneficiary's right to declare a default and to exercise any of its remedies.

#### **12. RIGHTS, POWERS, AND OBLIGATIONS OF TRUSTEE.**

Trustee shall have all of the rights and duties of Beneficiary as set forth in this section. Trustee shall meet all qualifications required for Trustee under applicable law. Beneficiary, at Beneficiary's option, may from time to time appoint a successor Trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Beneficiary and recorded in the office of the county recorder of the State of Utah. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Trust Deed and by 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, or by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. Except as required by applicable law, Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party.

### 13. NOTICE.

Unless otherwise provided by applicable law, any notice under this Trust Deed or required by law shall be in writing and shall be effective when actually delivered in accordance with the law or with this Trust Deed, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Trust Deed. Any party may change its address for notices under this Trust Deed by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Trust Deed shall be sent to Beneficiary's address, as shown near the beginning of this Trust Deed. For notice purposes, Trustor agrees to keep Beneficiary and Trustee informed at all times of Trustor's current address. Notwithstanding any other provisions of this Trust Deed, all notices given under the provisions of the Utah Code Annotated, as amended, shall be given as required therein.

### 15. MISCELLANEOUS PROVISIONS.

a. **Amendments.** This Trust Deed, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Trust Deed. No alteration of or amendment to this Trust Deed shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

b. **Applicable Law.** This Trust Deed has been delivered to Beneficiary and accepted by Beneficiary in the State of Utah. This Trust Deed shall be governed by and construed in accordance with the laws of the State of Utah.

c. **Attorneys' Fees; Expenses.** If Beneficiary institutes any suit or action to enforce any of the terms of this Trust Deed, Beneficiary shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Beneficiary for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Beneficiary's reasonable attorneys' fees whether or not there is a lawsuit, including reasonable attorneys; fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports

(including foreclosure reports), surveyors' reports, appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

d. **Caption Headings.** Caption headings in this Trust Deed are for convenience purposes only and are not to be used to interpret or define the provisions of this Trust Deed.

e. **Merger.** There shall be no merger of the interest or estate created by this Trust Deed with any other interest or estate in the Property at any time held by or for the benefit of Beneficiary in any capacity, without the written consent of Beneficiary.

f. **Severability.** If a court of competent jurisdiction finds any provision of this Trust Deed to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances.

If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Trust Deed in all other respects shall remain valid and enforceable.

g. **Successors and Assigns.** Subject to the limitations stated in this Trust Deed on transfer of Trustor's 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, Beneficiary, 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.

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

i. **Waivers and Consents.** Beneficiary shall not be deemed to have waived any rights under this Trust Deed (or under the Related Documents) unless such waiver is in writing and signed by Beneficiary. No delay or omission on the part of Beneficiary in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Trust Deed shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Beneficiary, nor any course of dealing between Beneficiary and Trustor, shall constitute a waiver of any of Beneficiary's rights or any of Trustor's obligations as to any future transactions. Whenever consent by Beneficiary is required in this Trust Deed, the granting of such consent by Beneficiary in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

**[Remainder of page left blank to accommodate signatures]**

**TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS TRUST DEED, AND AGREES TO ITS TERMS.**

**TRUSTOR:**

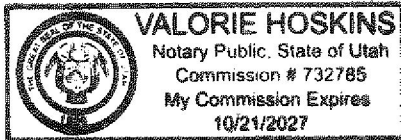
KALENA CAPITAL, LLC

By: *Jordan Brett Wheeler*  
Jordan Brett Wheeler  
Manager

**ACKNOWLEDGMENTS**

STATE OF *Utah*  
) ss.  
County of *Davis*

On this *27* day of June , 2024, personally appeared before me, Jordan Brett Wheeler, who duly acknowledged to me that he/she is authorized to sign for Kalena Capital, LLC and that he/she executed the within and foregoing instrument by authority of the organizational documents governing said entity.



*Valorie Hoskins*  
NOTARY PUBLIC



**Exhibit A**  
**Real Property Legal Description**

Lot 100, Pleasant Valley Estates - Phase 10, according to the official plat thereof on file and of record in the Weber County Recorder's Office.

**Tax I.D.:** 07-348-0007

**BT**

ds