

RECORDED AT THE REQUEST OF AND  
AFTER RECORDING MAIL TO:  
ATTN. RANDY SELLERS  
PROGRESSIVE CREDIT, LLC  
1706 South 500 West, Suite 200  
Bountiful, UT 84010

160108-mmU

08-060-0059

08-060-0058

**TRUST DEED**  
WITH ASSIGNMENT OF RENTS

THIS TRUST DEED ("Trust Deed"), made this 13th day of July, 2022, between **SEGO VENTURES #5, LC**, a Utah limited liability company, as "TRUSTOR" with its principal place of business located at 1028 East 140 North, Lindon, UT 84042, with **COTTONWOOD TITLE INSURANCE AGENCY, INC** with their address at 1996 East 6400 South, Suite 120, Murray, UT 84121, as "TRUSTEE", in favor of and for the benefit of **PROGRESSIVE CREDIT, LLC**, a Utah limited liability company, with its principal place of business located at 1706 South 500 West, Suite 200, Bountiful, UT 84010, the "BENEFICIARY".

WITNESSETH:

WHEREAS, Trustor is indebted to the Beneficiary (the "Debt") in the principal sum of One Million Seven Hundred Thousand Dollars (\$1,700,000.00) which indebtedness is evidenced by that certain promissory note, dated of even date herewith. The Note is referred to as the "Promissory Note."

WHEREAS, Trustor has agreed to secure its Debt by real property, as more fully set forth below, by granting this Trust Deed to the Beneficiary;

WHEREAS, Trustor is granting the Beneficiary a secured interest in the entire Property.

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property, situated in ~~Utah~~ <sup>no</sup> County, State of Utah (the "Property"):  
Davis

See Exhibit A attached hereto and by this reference made a part hereof.

Together with all buildings, fixtures, and improvements, thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said Property, or any part thereof,

SUBJECT, HOWEVER, to the limited 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 of Trustor, in favor of the Beneficiary, evidenced by the Promissory Note, with an initial principal balance of One Million Seven Hundred Thousand Dollars (\$1,700,000.00), 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 its successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

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

1. Trustor covenants, warrants and agrees with Beneficiary, and its/their successors and assigns, that Trustor owns the Property in fee free from any monetary lien or encumbrance other than this Trust Deed, that this Trust Deed is and will remain a valid and enforceable first priority lien on the Property, that Trustor, at its expense, will preserve such title and will maintain this Trust Deed as a first and paramount lien upon the Property and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever. Trustor, at its expense, will cause this Trust Deed, and each amendment or supplement hereto, to be filed and recorded in such manner and in such place and will take such action as in the opinion of Trustee may be required by any present or future law in order to perfect, maintain and protect the lien of this Trust Deed, as the same may be amended or supplemented from time to time. Trustor will make such further assurance or assurances to perfect its title to the Property as may be required by Beneficiary.

2. 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.

Trustee, upon presentation to him of an affidavit signed by the 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.

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, confirming that this Trust Deed has and maintains at least a first priority position against the Property at all times.

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 expense, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay at least ten (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 the Property; to pay, when due, all encumbrances, charges, and liens with interest on said Property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust. Trustor

expressly covenants and agrees with Beneficiary that Trustor shall pay when due all mechanics and materialmen who may provide services or materials to improve the Property, and shall not permit any lien to become a charge or encumbrance against the Property for any such services or materials at any time.

6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, 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 Trustee or Beneficiary appears to be prior, superior, or inferior 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 (the default rate, acknowledged to be higher than the rate in the Promissory Note), and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Should said Property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, 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 or 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, award, 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 all of the indebtedness, and payment of its fees and presentation of this Trust Deed and the Promissory Note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of said Property; (b) join in granting any easement or creating any restrictions thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of said Property. The grantee in any reconveyance may be described as "the person or 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 Trust Deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of 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 any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right 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 Trust Deed to any such tenancy, lease or option.

Each of the following occurrences shall constitute a default hereunder (each a "Default"):

- (a) Any violation or breach of the Promissory Note constituting a "Default" under the Promissory Note;
- (b) Any failure by Trustor to adequately protect the Property as set forth in this Trust Deed;
- (c) Any representation or warranty made by Trustor to Beneficiary in this Trust Deed or in the Promissory Note shall prove false or misleading in any material respect;
- (d) A trustee, receiver or liquidator of the Property or of Trustor shall be appointed, or any of the creditors of Trustor shall file a petition in bankruptcy against Trustor, or for the reorganization of Trustor pursuant to the United States Bankruptcy Code, or any similar law, whether federal or state, and if such order or petition shall not be discharged or dismissed within sixty (60) days after the date on which such order or petition was filed;
- (e) Trustor shall file a petition pursuant to the United States Bankruptcy Code or any similar law, federal or state, or if Trustor shall be adjudged bankrupt, or be declared insolvent, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall consent to the appointment of a receiver of all or any part of the Property; or
- (f) Final judgment for the payment of money shall be rendered against Trustor and Trustor shall not discharge the same, or cause it to be discharged, within thirty (30) days after the entry thereof, or shall not appeal therefrom or from the order, decree or process upon which or pursuant to which said judgment was granted, based, or entered, and secure a stay of execution pending such appeal.

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, enter upon and take possession of said Property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as 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 a Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by that Beneficiary of any default shall not constitute a waiver of any other or subsequent default. Extension of the time for payment or modification of any amortization of the indebtedness granted by Beneficiary to Trustor or any successor in interest of Trustor shall not operate to release, in any manner, the liability of Trustor or Trustor's successors in interest. Beneficiary shall not be required to commence proceedings against Trustor or any such successor or refuse to extend time for payment or otherwise modify amortization of the indebtedness by reason of any demand made by Trustor or Trustor's successors in interest.

14. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, and after thirty (30) days following the delivery of written notice thereof to Trust (during which time Trustor shall have the right to cure such default), 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 (which may be the same notice as mentioned in the prior sentence), and Trustee shall file such notice for record in each county wherein said Property or some part of parcel thereof is situated. Beneficiary also shall deposit with Trustee, the Promissory 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 forty-five (45) days 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 twelve percent (12%) per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

16. Upon the occurrence of any default hereunder, and after thirty (30) days following the delivery of written notice thereof to Trustor (during which time Trustor shall have the right to cure such default), Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and 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 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" or "Beneficiaries" shall mean the owner and holder, including any pledge, of the Promissory Note secured hereby. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

19. The Property may not be sold or transferred by the Trustor unless the indebtedness is fully repaid prior to, or as part of, the sale or transfer of the Property unless such sale or transfer is approved by the Beneficiary in writing and the transferee shall assume in writing all of Trustor's rights and obligations under this Trust Deed.

20. 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.

21. This Trust Deed shall constitute a security agreement and, after recording, shall be effective as a financing statement filed as a fixture filing under the Utah Uniform Commercial Code with

respect to all goods constituting a part of the Property including, without limitation, those which are or are to become fixtures related to the real estate described herein, together with all substitutions and replacements therefor and all other property of Trustor, either similar or dissimilar to the same, together with all proceeds thereof. For this purpose, the following information is provided:

Trustor (Debtor):

SEGO VENTURES #5, LC  
1028 East 140 North,  
Lindon, UT 84042

Beneficiary (Secured Party):

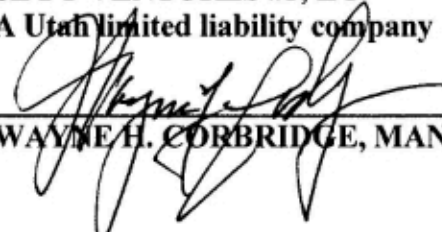
PROGRESSIVE CREDIT, LLC  
Attention: Randy Sellers  
1706 South 500 West, Suite 200  
Bountiful, UT 84010

22. This Trust Deed shall be governed and construed according to the laws of the State of Utah. In the event any provision or clause of this Trust Deed conflicts with applicable law, such conflict shall not affect other provisions of this Trust Deed which can be given effect without the conflicting provisions and to this end the provisions of this Trust Deed are declared to be severable.

23. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder by mailed to him at the address hereinbefore set forth.

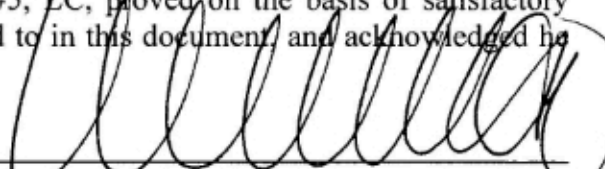
24. All payments received by Beneficiary as to any debt, liability or obligation owed to Beneficiary by Trustor under this Deed of Trust or the Promissory Note shall be applied by Beneficiary to the payment of the indebtedness as set forth in the Promissory Note.

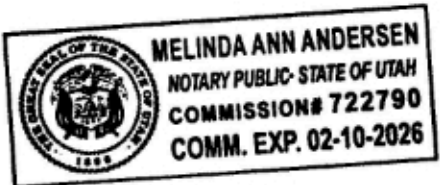
TRUSTOR  
SEGO VENTURES #5, LC  
A Utah limited liability company

  
\_\_\_\_\_  
WAYNE H. CORBRIDGE, MANAGER

STATE OF UTAH                    )  
  :SS.  
COUNTY OF SALT LAKE        )

On July 13, 2022, before me Melinda Ann Andersen, a notary public, personally appeared Wayne H. Corbridge, Manager of Segos Ventures #5, LC, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same on behalf of said entity.

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





**EXHIBIT A**  
**PROPERTY DESCRIPTION**

Proposed NORTH FARMINGTON STATION TOWNHOMES, being more particularly described as follows:

A parcel of land, situate in the Southeast Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, said parcel also located in Farmington, Utah, more particularly described as follows:

Beginning at a point on the easterly right-of-way line of 1525 West Street, said point being North 00°20'03" West 671.55 feet along the quarter-section line and East 173.59 feet from the South Quarter Corner of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian (NAD83 bearing being North 00°00'16" East along the quarter line between the South Quarter and the Center of said Section 14 per the Davis County Township Reference Plat); and running thence along said easterly right-of-way line the following three (3) courses: (1) North 36°28'51" West 39.02 feet; (2) Northwestery 484.98 feet along the arc of a 761.00 foot radius curve to the right (center bears North 53°31'09" East and the chord bears North 18°13'26" West 476.81 feet with a central angle of 36°30'50"); (3) North 00°01'59" East 80.84 feet; thence South 89°38'13" East 172.70 feet; thence North 00°21'47" East 223.48 feet; thence South 89°38'13" East 159.96 feet; thence South 00°21'47" West 275.00 feet; thence South 89°38'19" East 329.24 feet; thence Southerly 43.44 feet along the arc of a 250.00 foot radius curve to the right (center bears South 80°24'28" West and the chord bears South 04°36'52" East 43.38 feet with a central angle of 09°57'19"); thence South 00°21'47" West 370.96 feet; thence South 89°45'19" West 250.81 feet; thence Southwesterly 121.45 feet along the arc of a 188.50 foot radius curve to the left (center bears South 00°14'42" East and the chord bears South 71°17'51" West 119.36 feet with a central angle of 36°54'54"); thence South 52°50'24" West 91.99 feet; thence South 89°40'16" West 53.25 feet to the point of beginning.

Tax Id No.: 08-060-0059 and 08-060-0058