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BK 8118 PG 6

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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
10/21/2022 8:10:00 AM  
FEE \$40.00 Pgs: 29  
DEP eCASH REC'D FOR CHICAGO TITLE WAUKES

**RECORDATION REQUESTED BY:**

Jellum Law, P.A.  
14985 60th Street North  
Stillwater, MN 55082  
Attn: President

**WHEN RECORDED MAIL TO:**

Byline Bank  
10 N. Martingale Rd.  
Suite 160  
Schaumburg, IL 60173  
Attn: PCE Team

APN: 02-168-0102

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**DEED OF TRUST WITH ASSIGNMENT OF RENTS  
SECURITY AGREEMENT AND FIXTURE FILING**

THIS DEED OF TRUST CONSTITUTES A SECURITY AGREEMENT, AND IS FILED AS A FIXTURE FILING, WITH RESPECT TO ANY PORTION OF THE PROPERTY IN WHICH A PERSONAL PROPERTY SECURITY INTEREST OR LIEN MAY BE GRANTED OR CREATED PURSUANT TO THE UTAH UNIFORM COMMERCIAL CODE OR UNDER COMMON LAW, AND AS TO ALL REPLACEMENTS, SUBSTITUTIONS, AND ADDITIONS TO SUCH PROPERTY AND THE PROCEEDS THEREOF. FOR PURPOSES OF THE SECURITY INTEREST OR LIEN CREATED HEREBY, BENEFICIARY IS THE "SECURED PARTY" AND TRUSTOR IS THE "DEBTOR." TRUSTOR IS THE OWNER OF THE PROPERTY DESCRIBED HEREIN.

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Deed of Trust"), made this 27 day of July, 2022, between **MARK A. KNIGHT**, an individual, and **ANDREA KNIGHT**, an individual (collectively, "Trustor"), whose address is 975 N. 610 E., Centerville, UT 84014; **BYLINE BANK**, an Illinois banking corporation, whose address is 13925 West North Avenue, Brookfield, WI 53005 ("Beneficiary"); and **COTTONWOOD TITLE INSURANCE AGENCY, INC.**, whose address is 1996 East 6400 South, Suite 120, Salt Lake City, UT 84121 ("Trustee").

**WITNESSETH:**

The Trustor **CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE**, for the benefit and security of Beneficiary, the following described property, situated in Davis County, State of Utah:

See attached Exhibit "A," which is incorporated herein by this reference.

Together with all right, title and interest of Trustor in and to the land lying in the streets and roads in front of and adjoining said property.

Together with all awards heretofore and hereafter made to the Trustor for taking by eminent domain the whole or any part of said property or any easement therein, including any awards for changes of grade of streets, which said awards are hereby assigned to the Trustee, who is hereby authorized to collect and receive the proceeds of such awards and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the amounts owed to Beneficiary, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the said Trustor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning said awards to the Trustee, free, clear and discharged of any encumbrances of any kind or nature whatsoever.

**AND ALSO**, all the estate and interest, homestead or other claim, as well in law as in equity, which said Trustor now has or may hereafter acquire in and to said property, together with all Water Rights (as defined below) together with all easements, hereditaments and appurtenances thereof, including all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above-described real estate (the "Fixtures") and any and all buildings and improvements now or hereafter erected thereon ("Improvements"). Such fixtures, including but without being limited to, all screens, awnings, storm windows and doors, window shades, inlaid floor coverings, shrubbery, trees, plants, boilers, tanks, furnaces, radiators, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air-conditioning and incinerating fixtures and equipment of whatsoever kind and nature, except household furniture not specifically enumerated herein, are hereby declared and shall be deemed to be fixtures as between the parties hereto, their heirs, legatees, devisees, executors, administrators, successors and assigns, and all persons claiming by, through or under them; and also all rents, issues and profits, and all leases and documents evidencing same and any and all deposits held as security under said leases, subject however to the right, power and authority hereafter given to and conferred upon said Beneficiary to collect and apply such rents, issues and profits. All of the foregoing is referred to collectively herein as "the Property."

**FOR THE PURPOSE OF SECURING:** (1) Payment and other obligations under that certain Unconditional Guaranty of Trustor Mark A. Knight (the "Unlimited Guaranty") and that certain Limited Guaranty of Trustor Andrea Knight (the "Limited Guaranty", and, together with the Unlimited Guaranty, the "Guaranty"), each of approximately even date hereof, whereby Trustor has guaranteed the obligations of **BOUNTIFUL LOGISTICS AND TRANSPORTATION, INC.**, a Utah corporation ("Borrower"), under the following instruments, each 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 (the "Note"): That certain U.S. Small Business Administration Note of approximately even date herewith in the principal sum of **ONE MILLION ONE HUNDRED THIRTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$1,137,000.00)**; (2) All other obligations of Borrower or Trustor to Beneficiary hereinafter existing under

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

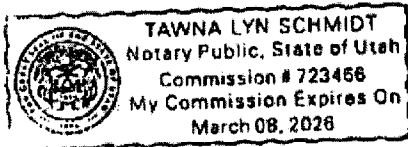
**"TRUSTOR"**

  
\_\_\_\_\_  
MARK A. KNIGHT, an individual

  
\_\_\_\_\_  
ANDREA KNIGHT, an individual

State of Utah )  
County of Davis ) ss.

On this 21<sup>st</sup> day of July, in the year 2022, before me Tawna Lynn Schmidt, a notary public, personally appeared **MARK A. KNIGHT**, an individual, 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.

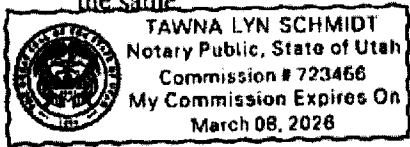


Tawna Lynn Schmidt  
Notary Signature

(Notary Seal)

State of Utah )  
County of Davis ) ss.

On this 21 day of July, in the year 2022, before me Tawna Lynn Schmidt, a notary public, personally appeared **ANDREA KNIGHT**, an individual, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged she executed the same.



Tawna Lynn Schmidt  
Notary Signature

(Notary Seal)

**EXHIBIT A**

The following described property is located in Davis County, State of Utah:

All of Lot 102, ROCKWOOD FARMS SUBDIVISION, according to the official plat thereof as recorded in the office of the Davis County Recorder.