

WHEN RECORDED MAIL TO:

3514676  
BK 8174 PG 373

BOYD NEBEKER

1384 N ANGEL

LAYTON UTAH 84041

TRUST DEED

E 3514676 B 8174 P 373-375  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
01/18/2023 11:18 AM  
FEE \$40.00 Pas: 3  
DEP RT REC'D FOR KYLE NEBEKER

THIS TRUST DEED is made this 13 day of January 2023 between

Atcom Corporation,

as TRUSTOR,

whose address is 1384 N Angel Street Layton Utah 84041,

Todd Sessions Attorney at Law

as TRUSTEE, and

Forced Aire LLC

as BENEFICIARY.

REURNED  
JAN 18 2023

Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property situated in Davis County, Utah.

10-029-0069,

1384

1384 N Angel Street Layton Utah 84041

BEG ON THE E LINE OF A STR AT A PT 622.3 FT S & 33 FT E OF THE W 1/4 COR OF SEC 17-T4N-R1W, SLM; & RUN TH S 74.0 FT ALG SD STR; TH E 112.0 FT; TH N 74.0 FT; TH W 112.0 FT TO THE POB. CONT. 0.19 ACRE

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

FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of \$455,000.00, payable to the order of the Beneficiary at the times, in the manner and with interest as therein set forth, and payment of any sums expended or advanced by the Beneficiary to protect the security hereof.

Default with interest accrued and remaining principal.

Trustor agrees to pay all taxes and assessments on the above property, to pay all charges and assessments of water or water stock used on or with said property, not to commit waste, to maintain adequate fire insurance on improvements on said property to pay all costs and expenses of collection including Trustees fee in event of default in payment of the indebtedness secured hereby and to pay reasonable Trustee fees for any of the services performed by Trustee hereunder, including a reconveyance hereof.

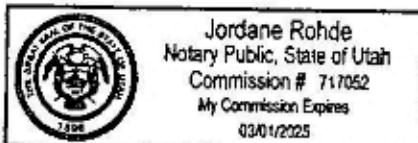
The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

Boyd Lee Nebeker

STATE OF UTAH

COUNTY OF DAVIS

On the 18<sup>th</sup> day of JANUARY, 2023, personally appeared before me Boyd Lee Nebeker, the signer of the foregoing instrument, who duly acknowledges to me that he execute the same.



Jordane Rohde  
Notary Public

## PROMISSORY NOTE

**Borrower:** Attcom Corporation of 1384 N Angel Street Layton Utah 84041 (the "Borrower")

**Lender:** Forced Aire LLC of 1384 N Angel Street Layton Utah 84041 (the "Lender")

**Principal Amount:** \$455,000.00 USD

1. FOR VALUE RECEIVED, The Borrower promises to pay to the Lender at such address as may be provided in writing to the Borrower, the principal sum of \$455,000.00 USD, with interest payable on the unpaid principal at the variable rate subject to the Federal Home Loan Bank percent per annum, calculated monthly not in advance, beginning on January 13, 2023.
2. At any time while not in default under this Note, the Borrower may pay the outstanding balance then owing under this Note to the Lender without further bonus or penalty.
3. Notwithstanding anything to the contrary in this Note, if the Borrower defaults in the performance of any obligation under this Note, then the Lender may declare the principal amount owing and interest due under this Note at that time to be immediately due and payable.
4. The Borrower shall be liable for all costs, expenses and expenditures incurred including, without limitation, the complete legal costs of the Lender incurred by enforcing this Note as a result of any default by the Borrower and such costs will be added to the principal then outstanding and shall be due and payable by the Borrower to the Lender immediately upon demand of the Lender.
5. Further, if the Lender declares the principal amount owing under this Note to be immediately due and payable, and the Borrower fails to provide full payment within 10 days, the Borrower will be charged a \$100.00USD late fee.
6. This Note is secured by the following security (the "Security"): Commercial Real Estate located @ 1368 N Angel Street Layton Utah 84041 tax # 10-029-0069.
7. The Borrower grants to the Lender a security interest in the Security until this Note is paid in full. The Lender will be listed as a lender on the title of the Security whether or not the Lender elects to perfect the security interest in the Security.

8. If the Borrower defaults in payment as required under this Note or after demand for ten (10) days, the Security will be immediately provided to the Lender and the Lender is granted all rights of repossession as a secured party.

9. If any term, covenant, condition or provision of this Note is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.

10. This Note will be construed in accordance with and governed by the laws of the State of Utah.

11. This Note will enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrower and the Lender. The Borrower waives presentment for payment, notice of non-payment, protest and notice of protest.

IN WITNESS WHEREOF the parties have duly affixed their signature

**SIGNED,**  
this 18 day of Am, 2023

**SIGNED,**  
this 18 day of Am, 23

Atcom Corporation

Per

Boyd Nebeker

