

WHEN RECORDED MAIL TO:

3587912
BK 8589 PG 954

4550 E McKellips Rd, Suite 101,
Mesa, AZ 85215

E 3587912 B 8589 P 954-960
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/20/2024 01:22:06 PM
FEE: \$40.00 Pgs: 7
DEP eCASH REC'D FOR: HIGHLAND TITLE

Loan No. _____

WARNING: THIS DEED OF TRUST AND ASSIGNMENT OF RENTS CONTAINS A DUE ON SALE CLAUSE AND PROHIBITS THE TRUSTOR FROM FURTHER ENCUMBERING THE REAL PROPERTY DESCRIBED HEREIN.

DEED OF TRUST AND ASSIGNMENT OF RENTS

DATE: September 19, 2024

TRUSTOR: Z Homes, LLC, a Utah limited liability company
Address: 291 E 1950 S, Bountiful, UT 84010

BENEFICIARY: Ron Swanson Holdings, LLC
Address: 4550 E McKellips Rd, Suite 101, Mesa, AZ 85215

TRUSTEE: Rustin Randall, licensed real estate broker in Arizona
Address: 4550 E McKellips Rd, Suite 101, Mesa, AZ 85215

PROPERTY: Located in Davis County, State of Utah, described as follows:
Street Address: 291 E 1950 S, Bountiful, UT 84010
Tax Parcel: 05-018-0060

SEE EXHIBIT "A" LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

This Deed of Trust and Assignment of Rents (the "Deed of Trust") is made between Trustor, Trustee and Beneficiary above named.

Witnesseth: That Trustor irrevocably grants and conveys to Trustee in Trust, with Power of Sale, the above described real property, and any after-acquired interest therein, together with: (1) All buildings, improvements and fixtures now or hereafter placed thereon; (2) all existing leases, and all future leases executed with respect to such property; (3) all rents, issues, profits and income thereof (all of which hereinafter called "property income"); (4) all classes of property now or at any time hereafter, attached to or used in any way in connection with the use, operation or occupancy of such property; (5) all property, rights, permits, and privileges now or hereafter owned by Trustor or now or hereafter appurtenant to such property, which entitle Trustor or such property to receive water or electrical power for use thereon. All property granted, conveyed, transferred, and assigned to Trustee hereunder is hereafter referred to as the "property". Trustor warrants that it is well and truly seized of a good and marketable title in fee simple to the real property hereby conveyed; that the title to all property conveyed by this Deed of Trust is clear, free and unencumbered; and that Trustor shall forever warrant and defend the same unto Beneficiary, its successors and assigns, against all claims whatsoever; SUBJECT, HOWEVER, to the right, power, and authority hereinafter given to and conferred upon Beneficiary to collect and apply such property income; AND SUBJECT TO ANY easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Beneficiary's interest in the property.

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FOR THE PURPOSE OF SECURING:

(a) Performance of each agreement of Trustor herein contained. (b) Payment of the indebtedness evidenced by promissory note or notes of even date herewith, and any extension or renewal thereof, in the principal sum of \$ Three hundred eighty five thousand and 00/100 DOLLARS (U.S. \$385,000.00) executed by Trustor in favor of Beneficiary or order. (c) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or its successors or assigns, when evidenced by a promissory note or notes that they are secured by this Deed of Trust. (d) Payment of indebtedness evidenced by any and all other promissory note or notes executed by Trustor in favor of Beneficiary or order, whether executed prior to or after the date hereof and whether or not such note or notes are secured by other property.

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

1. To keep said property in good condition and repair; not to 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, and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon said property in violation of law; and to do all other acts which from character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To keep all improvements now or hereafter erected on said property continuously insured against loss by fire or other hazards specified by Beneficiary in an amount of the total obligation secured hereby or the total replacement cost of the improvements on said property, whichever is less. All policies shall be held by Beneficiary and be in such companies as Beneficiary may approve and have loss payable first to Beneficiary, as its interest may appear and then to Trustor. The amount collected under any insurance policy may be applied upon indebtedness hereby secured and in such order as Beneficiary may determine or at option of Beneficiary, the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default hereunder nor cause discontinuance of any action that may have been or may thereafter be taken by Beneficiary or Trustee because of such default.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses of Beneficiary or Trustee, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear or be named, and in any suit brought by beneficiary to enforce this Deed of Trust.

4. To pay before delinquent; all charges for utilities and services furnished to property; all taxes and assessments affecting said property; when due, all encumbrances, charges and liens, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees, and expenses of this Trust, including, without limiting the generality of the foregoing, the fees of Trustee for issuance of any Deed of Partial Release and Partial Reconveyance or Deed of Release and Full Reconveyance and all lawful charges, costs, and expenses in the event of reinstatement of, following default in, this Deed of Trust or the obligations secured hereby.

Should Trustor fail to make any payment or to 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 the extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or 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, pay necessary expenses, employ counsel, and pay its reasonable fees. All amounts so paid, together with interest thereon at the same rate as is provided for in the note secured by this Deed of Trust or at the highest legal rate, whichever is greater, shall be part of the debt secured by this Deed of Trust and a lien on the above property.

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5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, together with interest from date of expenditure at the same rate as is provided for in the note secured by this Deed of Trust or at the highest legal rate, whichever is greater. Any amounts so paid by Beneficiary or Trustee shall become part of the debt secured by this Deed of Trust and a lien on said property and immediately due and payable at option of Beneficiary or Trustee.

6. Trustor acknowledges that Beneficiary, in making the loan secured hereby, has recognized and relied upon the financial strength and operating ability of the Trustor. Trustor shall not further mortgage or encumber the Property or any interest therein without obtaining the Beneficiary's written consent, which may be withheld for any reason in Beneficiary's sole and absolute discretion. In the event the Trustor voluntarily, involuntarily or by operation of law, shall sell, convey, or transfer the Property, or dispose of the Property or any part thereof, or any interest therein, or agrees so to do (the "Transfer"), without the written consent of Beneficiary being first obtained, the Beneficiary, at its sole option and within its sole discretion, may declare the entire indebtedness secured hereby to be due and payable in full and call for payment of the same in full at once. Consent as to any one Transfer shall not be deemed to be a waiver of the right to require consent to future Transfers and such consent shall not release the Trustor from any obligations hereof, the Note or of any of the Loan Documents.

7. In the event that Trustor is an entity rather than a natural person, Trustor shall not change or dissolve its status without the prior written approval of Beneficiary, which shall not be unreasonably withheld. Any single transfer, whether by operation of law or otherwise, of more than thirteen percent (13%), or an aggregate total of more than twenty five percent (25%) of any equity, capital, ownership, profits or voting interest in the entity that is the Trustor (whether stock, partnership interest or otherwise, and aggregating the current transfer with all previous transfers occurring after the date of this Deed of Trust) shall be deemed a Transfer of the Property for purposes of this Section.

B: IT IS MUTUALLY AGREED:

1. That any award of damages in connection with any condemnation or any taking, or for injury to the property by reason of public use, or for damages for private trespass or injury thereto, is assigned and shall be paid to Beneficiary as further security for all obligations secured hereby (reserving unto Trustor, however, the right to sue therefore and the ownership thereof, subject to this Deed of Trust), and upon receipt of such monies, Beneficiary may hold the same as such further security, or apply or release the same in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay. Without affecting the obligation of Trustor to pay and perform as herein required, without affecting the personal liability of any person for payment of the indebtedness secured hereby, and without affecting the lien or priority of lien hereof on the Trust Property, Beneficiary may, at its option, extend the time for payment of said indebtedness, any part hereof, reduce the payment thereon, release any person liable on any of said indebtedness, accept a renewal note therefore, modify the terms of said indebtedness take or release other or additional security, or join in any extension or subordination agreement. Any such action by Beneficiary or Trustee at Beneficiary's direction may be taken without the consent of any junior lienholder, and shall not affect the priority of the Deed of Trust over any junior lien. Time is of the essence of this Deed of Trust.

3. That at any time, or from time to time and without notice, upon written request of Beneficiary and presentations of this Deed of Trust and said note(s) for endorsement, and without liability therefore, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, and without affecting the security hereof for the full amount secured hereby on all property remaining subject hereto, and without the necessity that any sum representing the value or any portion thereof of the property affected by Trustee's action be credited on the indebtedness, Trustee may: (a) release and reconvey all or any part of said property; (b) consent to the making and recording, or either, of any map or plat of the property or any part thereof; (c) join in granting any easement thereon; (d) join in or consent to any extension agreement

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of any agreement subordinating the lien, encumbrance or charge hereof. Any Trustor signing this Deed of Trust as a surety or accommodation party or that has subjected its property to this Deed of Trust to secure the debt of another, expressly waives the benefits of A.R.S. Section 12-1641.

4. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note(s) to Trustee for cancellation and retention, and upon payment of its fees, Trustee shall release and reconvey, without covenant or warranty, express or implied, the property then held hereunder, and the recitals in such reconveyance, of any matters or facts, shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority, during the continuance of this Deed of Trust, to collect the property income, reserving to Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such property income as it becomes due and payable. Upon any such default Beneficiary may at any time, without notice either by person, by agent, or by receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of Trustor, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect such property income, including that past due and unpaid, and apply same, less costs and expenses of operation and collection, including reasonable attorney's fees of Beneficiary and Trustee, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

The entering upon and taking possession of said property, the collection of such property income, and the application thereof as aforesaid, shall not cure or waive any default or Notice of Trustee's Sale hereunder or invalidate any act done pursuant to such Notice. Beneficiary shall expressly have all rights provided for in A.R.S. Sections 33-702B and 33-807.

6. That upon default by Trustor in the payment of any indebtedness secured hereby, or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice thereof, setting forth the nature thereof, and of election to cause to be sold said property under this Deed of Trust. Beneficiary also shall deposit with Trustee this Deed of Trust, said Note(s), and all documents evidencing expenditures secured hereby.

Trustee shall record and give Notice of Trustee's Sale and give notice thereof in the manner required by law, and after the lapse of such time as may then be required by law, Trustee shall sell, in the manner required by law, said property at public auction at the time and place fixed by it in said Notice of Trustee's Sale, to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee, at its discretion, may postpone or continue the sale from time to time by giving notice of postponement or continuance by public declaration at the time and place last appointed for the sale. Trustee shall deliver to such purchaser its Deed conveying the property so sold, but without any covenant or warranty, expressed or implied. Any persons, including Trustor, Trustee, or Beneficiary, may purchase at such sale. The purchaser at Trustee's sale shall be entitled to immediate possession of the property as against Trustee or other persons in possession and shall have right to the summary proceedings to obtain possession provided in Title 12, Chapter 8, Article 4, A.R.S., together with costs and reasonable attorney's fees.

After deducting all costs, fees, and expenses of Trustee and of this Deed of Trust, including cost of evidence of title in connection with sale and reasonable attorney's fees of Beneficiary and Trustee, Trustee shall apply the proceeds of sale to payment of: all sums then secured hereby and all other sums due under the terms hereof, with accrued interest, and the remainder, if any, to the person or persons legally entitled thereto, or as provided in A.R.S. Section 33-812. To the extent permitted by law, an action may be maintained by Beneficiary to recover a deficiency judgment for any balance due hereunder. In lieu of sale pursuant to the power of sale conferred hereby, this Deed of Trust may be foreclosed in the same manner provided by law for the foreclosure of mortgages on real property. Beneficiary shall also have all other rights and remedies available to it hereunder and at law or in equity. All rights and remedies shall be cumulative.

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7. That Beneficiary may appoint a Successor Trustee in the manner prescribed by law. Trustor and Beneficiary authorize Trustee, in the event any demand or notice is made or tendered to it concerning this Deed of Trust or the property, to hold any money and documents and to withhold action or performance until an action shall be brought in a court of competent jurisdiction to determine the rights asserted or the property of the demand, notice or action requested, and Trustee shall be without liability or responsibility for awaiting such court action. A Successor Trustee herein shall, without conveyance from the predecessor Trustee, succeed to all the predecessor's title, estate, rights, powers, and duties. Trustee may resign at any time by mailing or delivering notice thereof to Beneficiary and Trustor and having so resigned, shall be relieved of all liability and responsibility to Trustor, Beneficiary or otherwise hereunder. "Trustee" herein shall include all successor trustees. Trustee shall not be liable for any action taken in its discretion and in good faith, or upon advice of counsel, or upon any information supplied or direction given by Beneficiary. Unless Trustee is adjudged grossly negligent or guilty of intentional wrongdoing or breach of contract, Trustor and Beneficiary will, upon demand, indemnify and hold harmless Trustee against all costs, damages, attorney's fees, expenses and liabilities which it may occur or sustain in connection with this Deed of Trust or any foreclosure or sale hereof or any count or other action or proceeding arising herefrom.

8. That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the note(s) secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so required, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

9. That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Trustee may, but is not obligated to, notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

The undersigned Trustor requests that a copy of any notice of Trustee's sale hereunder be mailed to him at his address set forth herein.

TRUSTOR: Z Homes, LLC

SIGNATURE OF TRUSTOR:

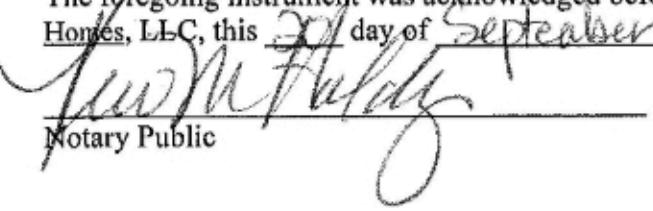
SIGNATURE: 

Willy Zuzunaga

STATE OF Utah ss.

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me, the undersigned Notary Public, by Willy Zuzunaga of Z Homes, LLC, this 27 day of September, 2024.


Notary Public



TRUSTOR: Z Homes, LLC

SIGNATURE OF TRUSTOR:

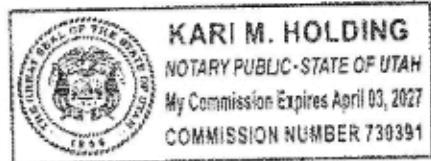
SIGNATURE: 
Hilda Zuzunaga

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STATE OF Utah)
COUNTY OF Salt Lake) ss.

The foregoing instrument was acknowledged before me, the undersigned Notary Public, by Hilda Zuzunaga of Z
Homes, LLC, this 20 day of September, 2024

Kari M. Holding
Notary Public



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EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 60072

BEGINNING AT A POINT NORTH 89°04' EAST 4 FEET FROM THE SOUTH WEST CORNER OF LOT 60, MUELLER HEIGHTS SUBDIVISION PLAT B; AND RUNNING THENCE NORTH 0°56' WEST 120.00 FEET; THENCE NORTH 89°04' EAST 78.0 FEET; THENCE SOUTH 0° 56' EAST 120.0 FEET; THENCE SOUTH 89°04' WEST 78.00 FEET TO THE POINT OF BEGINNING.

PARCEL NO.. 05-018-0060