

E 3645847 B 8889 P 1025-1027
KELLY A. SILVESTER
DAVIS COUNTY, UTAH RECORDER
12/08/2025 02:18:20 PM
FEE: \$40.00 Pgs: 3
DEP eCASH REC'D FOR: COTTONWOOD TITLE
INSURANCE AGENCY, INC.

WHEN RECORDED MAIL TO:

Millcreek Partners, LLC
610 N 800 W
Centerville, UT 84014

File No.: 195931-CAF

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

In Reference to Tax ID Number(s).:

09-485-0005

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

THIS DEED OF TRUST is made this 5th day of December, 2025, among Providence Montessori Academy, LLC, a Utah limited liability company ("Trustor"), Cottonwood Title Insurance Agency, Inc., a Utah corporation ("Trustee"), and Millcreek Partners, LLC, a Utah limited liability company ("Beneficiary").

WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS, AND ASSIGNS TO TRUSTEE, IN TRUST, WITH POWER OF SALE, the following described real property in Salt Lake County, Utah (the "Property"):

PART OF THE EAST HALF OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF 1200 WEST STREET, POINT BEING 131.41 FEET SOUTH 00°10'01" WEST AND 42.03 FEET NORTH 89°49'59" WEST FROM THE EAST QUARTER CORNER OF SAID SECTION 7 (SAID EAST QUARTER CORNER OF SECTION 7 BEING N 00°16'28" E 5284.71 FEET FROM THE EAST QUARTER CORNER OF SECTION 18); THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 432.58 FEET, AN ARC LENGTH OF 65.53 FEET, A DELTA ANGLE OF 08°40'48", A CHORD BEARING OF SOUTH 04°31'13" WEST, AND A CHORD LENGTH OF 65.47 FEET; (2) SOUTH 00°10'50" WEST 255.67 FEET TO THE NORTHERLY LINE OF LOT 2 OF LEGEND TOWERS SUBDIVISION; THENCE NORTH 89°52'50" WEST 385.96 FEET ALONG SAID NORTHERLY LINE; THENCE NORTH 00°10'50" EAST 190.28 FEET; THENCE EAST 19.09 FEET; THENCE NORTH 279.60 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF 1300 SOUTH STREET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING SEVEN (7) COURSES: (1) EAST 58.74 FEET; (2) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 120.00 FEET, AN ARC LENGTH OF 55.28 FEET, A DELTA ANGLE OF 26°23'35", A CHORD BEARING OF SOUTH 76°48'11" EAST, AND A CHORD LENGTH OF 54.79 FEET; (3) SOUTH 63°38'22" EAST 120.52 FEET; (4) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 168.38 FEET, AN ARC LENGTH OF 20.45 FEET, A DELTA ANGLE OF 06°57'34", A CHORD BEARING OF SOUTH 60°09'35" EAST, AND A CHORD LENGTH OF 20.44 FEET; (5) SOUTH 56°42'48" EAST 85.59 FEET; (6) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 179.98 FEET, AN ARC LENGTH OF 63.68 FEET, A DELTA ANGLE OF 20°16'22", A CHORD BEARING OF SOUTH 66°50'58" EAST, AND A CHORD LENGTH OF 63.35 FEET; (7) ALONG A REVERSE CURVE TURNING TO THE RIGHT WITH A RADIUS OF 20.50 FEET, AN ARC LENGTH OF 4.94 FEET, A DELTA ANGLE OF 13°48'44", A CHORD BEARING OF SOUTH 70°04'51" EAST, AND A CHORD LENGTH OF 4.93 FEET TO THE POINT TO THE WESTERLY RIGHT OF WAY LINE OF 1200 WEST STREET AND TO THE POINT OF BEGINNING.

CONTAINING 155,556 SQUARE FEET OR 3.571 ACRES.

TOGETHER WITH all improvements, fixtures, personal property, rents, issues, profits, easements, water rights, mineral rights, and appurtenances thereon or appertaining thereto.

FOR THE PURPOSE OF SECURING: (1) Payment of the indebtedness evidenced by a Promissory Note of even date herewith in the principal sum of TWO HUNDRED AND SEVENTY FIVE THOUSAND and NO/100 DOLLARS (\$275,000.00) made by Trustor, payable to the order of Beneficiary; (2) Performance of each agreement of Trustor incorporated by reference or contained herein; (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor by Beneficiary, when evidenced by a promissory note reciting that it is so secured.

Trustor covenants: (a) To keep the Property in good repair; (b) To pay all taxes and assessments; (c) To maintain hazard insurance; (d) Not to commit waste; (e) To comply with all laws.

If Trustor fails to make any payment or perform any covenant, Beneficiary may declare the entire indebtedness due and payable. Trustee shall then sell the Property at public auction after notice as required by Utah law (Utah Code Ann. § 57-1-24 et seq.).

Trustor assigns to Beneficiary all rents from the Property as additional security.

This Deed of Trust shall be governed by Utah law.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust.

TRUSTOR:

Providence Montessori Academy, LLC
a Utah limited liability company

By: [Signature]
Name: Matt Gertge
Its: Manager
Date: 12/5/25

STATE OF UTAH)
COUNTY OF DAVIS)§

On this 5th day of DECEMBER, 2025, before me, a Notary Public, personally appeared MATTHEW GERTGE, known to me, or sufficiently proven to me, to be the MANAGING MEMBER of Providence Montessori Academy, LLC, and acknowledged that they executed the foregoing instrument on behalf of said company.

Notary Public: [Signature]
My Commission Expires: 4/3/2028

