

WHEN RECORDED, MAIL TO:



ENT 9456:2018 PG 1 of 7
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 Jan 30 9:46 am FEE 22.00 BY SW
RECORDED FOR BIRCHALL, MICHAEL

**TRUST DEED
WITH ASSIGNMENT OF RENTS**

mb *December*
THIS TRUST DEED WITH ASSIGNMENT OF RENTS (the "Trust Deed"), made this 1 day of ~~September~~ *December*, 2017, by Trevyn and Erica Smith, whose address is 735 S 750 E, Salem, UT 84653 (collectively, "Trustor"); and, Edward Prignano, Attorney at Law, whose address is 572 E 1540 S, Lehi, UT 84043, ("Trustee"); and, Safe Home Control, Inc., a Delaware Corporation, with an office at 495 W University Pkwy, Orem, UT 84058 ("Beneficiary"),

WITNESSETH: That TRUSTOR CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property, situated in Utah County, State of Utah (the "Property"):

See Exhibit "A" attached hereto.

Together with all building, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, incomes, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with both parcels of said Property, or any part thereof, SUBJECT; HOWEVER, to the 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 evidenced by a Secured Promissory Note (the "Note"), dated December 1, 2017, in the principal sum of one hundred and thirty thousand DOLLARS (\$130,000), made by Trustor, payable to the order of Beneficiary in the manner and with the interest as therein set forth, and any extension and/or renewals; (2) 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, (3) 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. 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; 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; and, to do all other acts which from the character or use of said Property may be reasonably necessary.

2. To provide and maintain hazard insurance in an amount not less than the amount owing under the Note, on the improvements now existing or hereafter erected or placed on said Property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss to each insurance company concerned and each insurance company is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured (up to the amount owing under the Note) or the restoration or repair of the Property damaged.

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.

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 cost and expenses, including cost of evidence of title and attorneys' fees and costs 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 said 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; and, to pay all costs, fees, and expenses of this Trust Deed.

6. 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 (a) 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; (b) commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights of powers of Beneficiary or Trustee; (c) pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, (d) in exercising any such powers, incur any liability and expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employment of legal counsel, and pay any 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, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

1. 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 payment or relief therefore, up to the remaining balance owing under the Note, 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, right of action and proceedings, 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 attorneys' fees and costs, apply the same on any indebtedness secured hereby, any excess proceeds being distributed to and being the property of Trustor. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

2. Should the Trustor sell, convey or alienate said Property, or any part thereof, or any interest therein, or shall be divested of its title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

3. At any time and from time to time upon written request of Beneficiary, payment of its fee and presentation of this Trust Deed and the 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 restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; and, (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.

4. As additional security, Trustor hereby assigns to Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the Property. 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 any right by Beneficiary to collect, shall be, or be construed to be, and affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor subordination of the lien or charge of this Trust Deed to, any such tenancy, lease or option.

5. 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 attorneys' fees and costs, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

6. The entering upon and taking possession of said Property, the collection of said 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 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.

7. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

8. 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, 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, and Trustee shall file such notice for record in each county wherein said Property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the Note and all documents evidencing expenditure secured hereby.

9. 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, as allowed by law, 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 seventy two (72) hours beyond the day and time 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 Trustee's Deed conveying said property so sold, but without any covenant or warranty, express or implied. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (a) the cost and fees; (b) cost of any evidence of title procured in connection with such sale and revenue stamps of Trustee's Deed; (c) all sums expended under the term hereof, not then repaid, with accrued interest at twelve percent (12%) per annum from date of expenditure; (d) all other sums then secured hereby; and, (e) the remainder, if any, to the person or person legally entitled thereto, or the Trustee, in his discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

10. Trustor agrees to surrender possession of the hereinabove described trust Property to the purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Trustor.

11. Upon the occurrence of any default hereunder, 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 Utah 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 all reasonable attorneys' fees and costs in such amount as shall be fixed by the court.

12. 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.

13. 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" shall mean the owner and holder, including any pledgee, of the 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.

14. 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 any 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.

15. This Trust Deed shall be construed according to the laws of the State of Utah.

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

17. This Trust Deed may not be amended, modified or changed, nor shall any provision hereof be deemed waived, except only by an instrument in writing signed by Beneficiary.

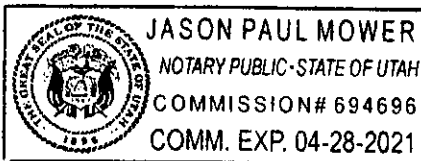
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By: Trevyn Smith

By: Erica Smith

STATE OF UTAH)
) ss:
COUNTY OF UTAH)

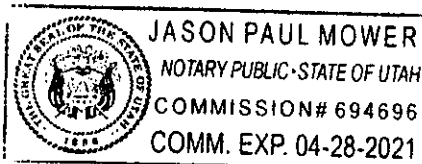
TREVYN SMITH On the 1 day of DECEMBER, 2017 personally appeared before me
12/22/17 JPM ~~JASON PAUL MOWER~~ who being by me duly sworn, says that he is the same person identified
JPM herein and that the foregoing Trust Deed with Assignment of Rents was signed on behalf of himself.



NOTARY PUBLIC

STATE OF UTAH)
) ss:
COUNTY OF UTAH)

On the 1 day of DECEMBER, 2017 personally appeared before me ~~JASON PAUL MOWER~~
ERICA SMITH 12/22/17 JPM
who being by me duly sworn, says that she is the same person identified herein and that the foregoing
Trust Deed with Assignment of Rents was signed on behalf of herself.



NOTARY PUBLIC

EXHIBIT "A"

Legal Descriptions of the Secured Property

LOT 24, PLAT E, AUTUMN HILLS SUBDV. AREA 0.345 AC