

23

Active Parcel Number

Legal Description:

BEG W 7 RDS & S 0°00'29" E 4.18 FT FR NE COR LOT 6, BLK 32, PLAT B, SLC SUR; S 119.32 FT; W 49.5 FT; N 120.25 FT; E'LY ALG A 150.84 FT RADIUS CURVE TO L 17.71 FT M OR L; N 89°52'26" E 31.83 FT TO BEG. 5681-0786,0787 6064-2786

Acreage: 0.1400 **City:** SALT LAKE CITY **Address:** 424 S 700 E

Land Value: 191,900.00 **Bldg Value:** 0.00 **Total Value:** 191,900.00

Owner of Records Found: 1
WDG SEVENTH EAST, LLC

Total Documents Found: 49

Entry	Book	Page	Type	Date	First Party	Second Party	Consideration	Abstract	Plat
7728568	8390	8090	SWD	9/28/2000	T H A INV LTD PTR	UTAH TRANSIT AUTHORITY	10.00		
8789881	8869	9222	TRD	8/26/2003	MODERN DISPLAY SERV INC THA INV LTD	ZIONS FIRST NATL BK	3,354,726		
8789882	8869	9234	TRD	8/26/2003	MODERN DISPLAY SER INC THA INV LTD	ZIONS FIRST NATL BK	1,984,451		
8789883	8869	9246	TRD	8/26/2003	THA INV MODERN DISPLAY SERV INC	ZIONS FIRST NATL BK	500,000		
8789884	8869	9258	TRD	8/26/2003	THA INV MODERN DISPLAY SERV INC	ZIONS FIRST NATL BK	200,000		
8809898	8879	272	RECON	9/10/2003	FIRST SEC BK TR WELLS FARGO BK NORTHWEST TR	THA INV			
9165206	9034	3409	MODIF	9/3/2004	MODERN DISPLAY SERV INC THA INV LTD BY ATTY THA INV BY ATTY	ZIONS FIRST NATL BK			
9791858	9326	6623	TRD	7/26/2006	THA INV LTD MODERN DISPLAY SERV INC	ZIONS FIRST NATL BK	750,000.00		
9940028	9394	6958	MODIF	12/14/2006	T H A INVS LTD MODERN DISPLAY SERV INC THA INVS LTD	ZIONS FIRST NATL BK			
9940029	9394	6965	MODIF	12/14/2006	MODERN DISPLAY SERV INC T H A INVS THA INVS LTD T H A INVS LTD	ZIONS FIRST NATL BK			
9940030	9394	6972	MODIF	12/14/2006	T H A INVS LTD	ZIONS FIRST NATL BK			
9940031	9394	6975	MODIF	12/14/2006	T H A INVS LTD MODERN DISPLAY SERV INC THA INVS LTD	ZIONS FIRST NATL BK			
9940032	9394	6982	TRD	12/14/2006	THA INVS LTD MODERN DISPLAY SERV INC T H A INVS T H A INVS LTD	ZIONS FIRST NATL BK	1,300,000.00		
9940033	9394	6996	TRD	12/14/2006	THA INVS LTD T H A INVS MODERN DISPLAY SERV INC T H A INVS LTD	ZIONS FIRST NATL BK	350,000.00		
9940034	9394	7010	RECON	12/14/2006	ZIONS FIRST NATL BK TR	MODERN DISPLAY SERV INC THA INVS LTD T H A INVS			
9940035	9394	7014	RECON	12/14/2006	ZIONS FIRST NATL BK TR	T H A INVS THA INVS LTD MODERN DISPLAY SERV INC			
10492981	9632	5018	RECON	8/5/2008	ZIONS FIRST NATL BK	MODERN DISPLAY SERV THA INVS			
10492982	9632	5022	RECON	8/5/2008	ZIONS FIRST NATL BK	MODERN DISPLAY SERV THA INVS			
10492983	9632	5026	RECON	8/5/2008	ZIONS FIRST NATL BK	THA INVS MODERN DISPLAY SERV			

10492984	9632	5030	RECON	8/5/2008	ZIONS FIRST NATL BK	MODERN DISPLAY SERV THA INVS		
10492985	9632	5034	RECON	8/5/2008	ZIONS FIRST NATL BK	MODERN DISPLAY SERV THA INVS		
10960050	9828	6077	ASSIGN	5/26/2010	THA INVS	CELTIC BK CORP		
11185455	9925	6117	FIN ST	5/20/2011	MODERN DISPLAY SERV	CELTIC BK		
11929708	10267	6154	TRD	10/15/2014	THA INVS	AMERICAN BK OF COMMERCE	1,771,000.00	
11929709	10267	6175	ASSIGN	10/15/2014	THA INVS	AMERICAN BK OF COMMERCE		
11947263	10275	3343	TRD	11/18/2014	THA INVS LTD	AMERICAN BK OF COMMERCE	600,000.00	
11947264	10275	3364	ASSIGN	11/18/2014	THA INVS LTD	AMERICAN BK OF COMMERCE		
11947806	10275	5556	TRD	11/18/2014	THA INVS	ZIONS FIRST NATL BK	1,000,000.00	
11947807	10275	5579	ASSIGN	11/18/2014	THA INVS	ZIONS FIRST NATL BK		
11947849	10275	5839	SUBORD	11/18/2014	AMERICAN BK OF COMMERCE	TO WHOM IT MAY CONCERN		
11961291	10281	7151	RECON	12/12/2014	CELTIC BK CORP	THA INVS LTD		
11966798	10284	1946	T FNST	12/23/2014	CELTIC BK	MODERN DISPLAY SERV		
12233216	10408	856	RECON	3/3/2016	ZB NA	THA INV MODERN DISPLAY SERV		
12233217	10408	859	RECON	3/3/2016	ZB NA	THA INVS MODERN DISPLAY SERV		
12808996	10692	7671	TRD	7/12/2018	T H A INVESTMENTS, LTD	COTTONWOOD TITLE BANK OF AMERICA, NA	913,000.00	✓
12809011	10692	7813	TRD	7/12/2018	T H A INVESTMENTS, LTD	BANK OF AMERICA, NA COTTONWOOD TITLE	1,671,557.00	✓
12809012	10692	7834	SUBORD	7/12/2018	T H A INVESTMENTS, LTD MODERN DISPLAY SERVICE INC	TO WHOM IT MAY CONCERN		✓
12809014	10692	7845	SUBORD	7/12/2018	MODERN DISPLAY SERVICE INC T H A INVESTMENTS, LTD	TO WHOM IT MAY CONCERN		✓
12819803	10698	1024	RECON	7/30/2018	ZB N.A.	THA INVESTMENTS, LTD		✓
12819804	10698	1026	REL	7/30/2018	ZB, N.A.	INVESTMETNS, LTF		✓
12933884	10752	7113	RECON	2/13/2019	AMERICAN BANK OF COMMERCE	THA INVESTMENTS, LTD		✓
13787926	11247	6879	SWD	9/30/2021	THA INVESTMENTS, LTD T.H.A. INVESTMENTS, LP T H A INVESTMENTS, LTD	THA 6, LLC		✓ ✓
13787927	11247	6884	SWD	9/30/2021	H A INVESTMENTS, LTD T.H.A. INVESTMENTS, LP THA 6, LLC THA INVESTMENTS, LTD	WDG SEVENTH EAST, LLC		✓ ✓
13787972	11247	7221	TRD	9/30/2021	WDG SEVENTH EAST, LLC	STEWART TITLE OF UTAH, INC D.L. EVANS BANK	9,575,000.00	✓
13787973	11247	7242	ASSIGN	9/30/2021	WDG SEVENTH EAST, LLC	D.L. EVANS BANK		✓
13791242	11249	8491	SUB TR	10/6/2021	BANK OF AMERICA, NA	PRLAP, INC		✓
13791243	11249	8494	RECON	10/6/2021	PRLAP, INC	T H A INVESTMENTS, LTD		✓
13791244	11249	8497	SUB TR	10/6/2021	BANK OF AMERICA, NA	PRLAP, INC		✓
13791245	11249	8500	RECON	10/6/2021	PRLAP, INC	T H A INVESTMENTS, LTD		✓

When Recorded Mail This Deed To:
WDG Seventh East, LLC
Attn: Spencer H. Wright
1178 Legacy Crossing Blvd., Suite 100
Centerville, Utah 84014

13787927
9/30/2021 4:31:00 PM \$40.00
Book - 11247 Pg - 6884-6888
RASHELLE HOBBS
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 5 P.

First American Title
National Commercial Services
NCS File # 1077277

Tax Parcel Nos.: 16-06-435-001-0000, 16-05-306-002-0000,
16-05-306-008-0000, 16-05-307-008-0000, 16-05-306-010-0000

(Above Space for Recorder's Use Only)

SPECIAL WARRANTY DEED

T H A INVESTMENTS, LTD., a Utah limited partnership, which is also known as THA Investments, LTD, a Utah limited partnership, and as T. H. A. Investments, a Utah Limited Partnership, as to an undivided 61.4746% interest, and THA 6, LLC, a Utah limited liability company, as to an undivided 38.5254% interest (collectively "Grantor"), hereby CONVEY AND WARRANT against all who claim by, through or under Grantor to WDG SEVENTH EAST, LLC, a Utah limited liability company ("Grantee"), whose current address is 1178 Legacy Crossing Blvd., Suite 100, Centerville, Utah 84014, the following described real property in Salt Lake County, State of Utah, together with (i) any and all rights of Grantor in and to all rights and appurtenances pertaining to the property, including, without limitation, all roads, alleys, mineral rights (if any), development rights (if any), water rights and water shares, easements, streets and ways adjacent to or serving the property, and rights of ingress and egress thereto, and (ii) any and all rights of Grantor in and to all improvements, structures and fixtures placed, constructed or installed on the land (the "Property") to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

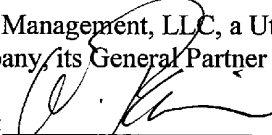
Subject to all taxes, assessments, and liens not delinquent, and encumbrances, rights-of-way, easements, restrictions, reservations of record and other matters of record applicable to the Property as of the date hereof.

[Remainder of Page Intentionally Left Blank.]

WITNESS, the hand of said Grantor, this 28th day of September 2021, to be effective as of September 30, 2021.

T H A INVESTMENTS, LTD., a Utah limited partnership

By: THA Management, LLC, a Utah limited liability company, its General Partner

By: 
W. Taylor Vriens, Manager

State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 28th day of September, 2021, by W. Taylor Vriens, the Manager of THA Management, LLC, a Utah limited liability company, General Partner of T H A Investments, LTD., a Utah limited partnership.

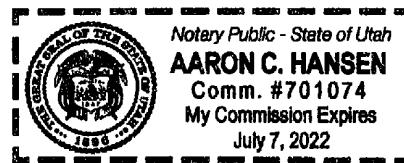


Notary Public

My Commission Expires:
7/7/2022

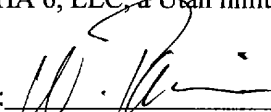
Residing at:
SLC, UT

[Signature Page Continues Below]



WITNESS, the hand of said Grantor, this 28th day of September, 2021, to be effective as of September 30, 2021.

THA 6, LLC, a Utah limited liability company

By: 
W. Taylor Vriens, Manager

State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 28th day of September, 2021, by W. Taylor Vriens, the Manager of THA 6, LLC, a Utah limited liability company.


Notary Public

My Commission Expires:
7/7/2022

Residing at:
SLC, UT

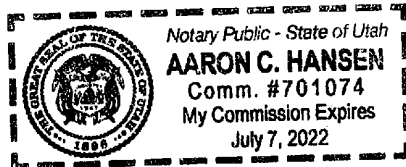


EXHIBIT "A"
To
SPECIAL WARRANTY DEED

The Property referred to in the foregoing instrument is located in Salt Lake County, State of Utah, and is more particularly described as follows:

PARCEL 1:

COMMENCING 33 FEET EAST AND 53 FEET 7 1/2 INCHES NORTH OF THE SOUTHWEST CORNER OF LOT 8, BLOCK 32, PLAT "B", SALT LAKE CITY SURVEY, AND RUNNING THENCE NORTH 50 FEET 7 1/2 INCHES; THENCE EAST 9 RODS; THENCE SOUTH 50 FEET 7 1/2 INCHES; THENCE WEST 9 RODS TO THE PLACE OF BEGINNING.

ALSO:

BEGINNING AT A POINT 2 RODS EAST AND 12 3/8 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 8, BLOCK 32, PLAT "B", SALT LAKE CITY SURVEY, AND RUNNING THENCE SOUTH 48 3/8 FEET; THENCE EAST 9 RODS; THENCE NORTH 48 3/8 FEET; THENCE WEST 9 RODS TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT 7 RODS WEST FROM THE NORTHEAST CORNER OF LOT 6, BLOCK 32, PLAT "B", SALT LAKE CITY SURVEY, AND RUNNING THENCE WEST 3 RODS; THENCE SOUTH 123.5 FEET; THENCE EAST 3 RODS; THENCE NORTH 123.5 FEET TO THE PLACE OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION OF LAND CONVEYED TO UTAH TRANSIT AUTHORITY, A PUBLIC TRANSIT DISTRICT AS DISCLOSED BY SPECIAL WARRANTY DEED RECORDED SEPTEMBER 28, 2000 AS ENTRY NO. 7728568 IN BOOK 8390 AT PAGE 8090 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 6, BLOCK 32, PLAT "B", SALT LAKE CITY SURVEY, SAID POINT BEING NORTH 89°59'45" WEST 184.03 FEET FROM THE NORTHEAST CORNER OF SAID LOT 6; AND RUNNING THENCE SOUTH 89°59'45" EAST 68.46 FEET ALONG THE NORTH LINE OF SAID LOT 6; THENCE SOUTH 0°00'29" EAST 4.18 FEET; THENCE SOUTH 89°52'26" WEST 31.83 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 150.84 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°18'54" 29.79 FEET WITH A CHORD BEARING NORTH 84°28'07" WEST 29.74 FEET; THENCE NORTH 78°48'40" WEST 7.17 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A RIGHT OF WAY AS APPURTENANT TO PARCEL 2 AS DISCLOSED BY WARRANTY DEED RECORDED SEPTEMBER 16, 1988 AS ENTRY NO. 4676747 IN BOOK 6064 AT PAGE 2786 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 10 RODS WEST FROM THE NORTHEAST CORNER OF LOT 6, BLOCK 32, PLAT "B", SALT LAKE CITY SURVEY, AND RUNNING THENCE WEST 10 FEET; THENCE SOUTH 123.5 FEET; THENCE EAST 16 FEET; THENCE NORTH 123.5 FEET; THENCE WEST 6.0 FEET TO THE PLACE OF BEGINNING.

PARCEL 4:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 7, BLOCK 32, PLAT B, SALT LAKE CITY SURVEY, AND RUNNING THENCE NORTH 66 FEET; THENCE WEST 148.5 FEET; THENCE SOUTH 123.75 FEET; THENCE EAST 60 FEET; THENCE NORTH 57.75 FEET; THENCE EAST 88.50 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

A RIGHT OF WAY AS APPURTENANT TO PARCEL 4 AS DISCLOSED BY "CORRECTION" WARRANTY DEED RECORDED JULY 31, 1998 AS ENTRY NO. 7042181 IN BOOK 8051 AT PAGE 1034 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING 9 RODS WEST OF THE SOUTHEAST CORNER OF LOT 7, BLOCK 32, PLAT "B", SALT LAKE CITY SURVEY, AND RUNNING THENCE NORTH 66.0 FEET; THENCE WEST 1 ROD; THENCE SOUTH 66.0 FEET; THENCE WEST 8 RODS; THENCE SOUTH 12.75 FEET; THENCE EAST 9 RODS; THENCE NORTH 12.75 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

A RIGHT OF WAY AS APPURTENANT TO PARCEL 4 AS DISCLOSED BY AGREEMENT RECORDED JULY 02, 1964 AS ENTRY NO. 2011135 IN BOOK 2208 AT PAGE 633 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 7, BLOCK 32, PLAT "B", SALT LAKE CITY SURVEY AND RUNNING THENCE NORTH 11 FEET; THENCE WEST 88.50 FEET; THENCE SOUTH 17 FEET; THENCE EAST 88.50 FEET; THENCE NORTH 6 FEET TO THE PLACE OF BEGINNING.

PARCEL 7:

BEGINNING AT A POINT 10 RODS WEST FROM THE NORTHEAST CORNER OF LOT 6, BLOCK 32, PLAT "B", SALT LAKE CITY SURVEY AND RUNNING THENCE WEST 53.0 FEET; THENCE SOUTH 10 RODS; THENCE EAST 53.0 FEET; THENCE NORTH 10 RODS TO THE PLACE OF BEGINNING.

ALSO:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 6, BLOCK 32, PLAT "B", SALT LAKE CITY SURVEY, AND RUNNING THENCE NORTH 41.5 FEET; THENCE WEST 165 FEET; THENCE SOUTH 140.5 FEET; THENCE EAST 165 FEET; THENCE NORTH 99 FEET TO THE PLACE OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION OF LAND CONVEYED TO UTAH TRANSIT AUTHORITY, A PUBLIC TRANSIT DISTRICT AS DISCLOSED BY SPECIAL WARRANTY DEED RECORDED SEPTEMBER 28, 2000 AS ENTRY NO. 7728568 IN BOOK 8390 AT PAGE 8090 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 6, BLOCK 32, PLAT "B", SALT LAKE CITY SURVEY, SAID POINT BEING NORTH 89°59'45" WEST 184.03 FEET FROM THE NORTHEAST CORNER OF SAID LOT 6; AND RUNNING THENCE SOUTH 89°59'45" EAST 68.46 FEET ALONG THE NORTH LINE OF SAID LOT 6; THENCE SOUTH 0°00'29" EAST 4.18 FEET; THENCE SOUTH 89°52'26" WEST 31.83 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 150.84 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°18'54" 29.79 FEET WITH A CHORD BEARING NORTH 84°28'07" WEST 29.74 FEET; THENCE NORTH 78°48'40" WEST 7.17 FEET TO THE POINT OF BEGINNING.

TAX PARCEL NOS: 16-06-435-001-0000, 16-05-306-002-0000, 16-05-306-008-0000, 16-05-307-008-0000, 16-05-306-010-0000

13787972
9/30/2021 4:49:00 PM \$40.00
Book - 11247 Pg - 7221-7241
RASHELLE HOBBS
Recorder, Salt Lake County, UT
STEWART TITLE INS AGCY OF UT
BY: eCASH, DEPUTY - EF 21 P.

Tax Serial Number:
1605306010, 1605306002, 1605306008, 1605307008 and 1606435001

RECORDATION REQUESTED BY:
D. L. Evans Bank
South Ogden
3990 Washington Blvd.
South Ogden, UT 84403

WHEN RECORDED MAIL TO:
D. L. Evans Bank
South Ogden
3990 Washington Blvd.
South Ogden, UT 84403

SEND TAX NOTICES TO:
WDG Seventh East, LLC
1178 West Legacy Crossing Blvd Suite 100
Centerville, UT 84104

FOR RECORDER'S USE ONLY

1379896



DEED OF TRUST

THIS DEED OF TRUST is dated September 30, 2021, among WDG Seventh East, LLC ("Trustor"); D. L. Evans Bank, whose address is South Ogden, 3990 Washington Blvd., South Ogden, UT 84403 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Stewart Title of Utah, Inc., whose address is 1518 Woodland Park Dr, Layton, UT 84041 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor irrevocably grants and conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar



**DEED OF TRUST
(Continued)**

Loan No: 4805012163/03

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matters, (the "Real Property") located in Salt Lake County, State of Utah:

See Exhibit "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 445-453 South Green Street, Salt Lake City, UT 84102. The Real Property tax identification number is 1605306010, 1605306002, 1605306008, 1605307008 and 1606435001.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. This instrument is a Trust Deed executed in conformity with the Utah Trust Deed Act, UCA 57-1-19, et seq.

Duty to Maintain. Trustor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened



**DEED OF TRUST
(Continued)**

Loan No: 4805012163/03

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litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities



**DEED OF TRUST
(Continued)**

Loan No: 4805012163/03

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applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Trustor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Trustor.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Trustor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or



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other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$1,000.00. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least fifteen (15) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain flood insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain



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such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Trustor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Trustor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

Trustor's Report on Insurance. Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and



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be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Trustor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to defend the action and obtain the award. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.



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Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Trustor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Trustor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Trustor shall



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reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Trustor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Trustor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:



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Payment Default. Trustor fails to make any payment when due under the Indebtedness.

Other Defaults. Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Trustor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Trustor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Trustor's existence as a going business or the death of any member, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Trustor to Lender, whether existing now or later.



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Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Trustor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Trustor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Trustor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership,



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against the Indebtedness. Trustor hereby waives any requirement that the receiver be impartial and disinterested as to all of the parties and agrees that employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.



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POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Salt Lake County, State of Utah. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Unless otherwise provided by applicable law, any notice required to be given under this Deed of Trust or required by law, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered in accordance with the law or with this Deed of Trust, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Notwithstanding any other provision of this Deed of Trust, all notices given under Utah Code Ann. Section 57-1-26 shall be given as required therein. Any party may



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change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided by applicable law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Utah without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Utah.

Choice of Venue. If there is a lawsuit, Trustor agrees upon Lender's request to submit to the jurisdiction of the courts of Weber County, State of Utah.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances



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where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Trustor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Utah as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means D. L. Evans Bank, and its successors and assigns.

Borrower. The word "Borrower" means WDG Seventh East, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and



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local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means D. L. Evans Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated September 30, 2021, in the original principal amount of **\$9,575,000.00** from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO TRUSTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**



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Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. However, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Stewart Title of Utah, Inc., whose address is 1518 Woodland Park Dr, Layton, UT 84041 and any substitute or successor trustees.

Trustor. The word "Trustor" means WDG Seventh East, LLC.



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TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST,
AND TRUSTOR AGREES TO ITS TERMS.

TRUSTOR:

WDG SEVENTH EAST, LLC

By: [Signature]
Spencer Hale Wright, Manager of WDG Seventh East,
LLC

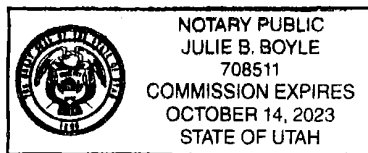
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Davis)

On this 30th day of September, 20 21, before me, the undersigned Notary Public, personally appeared **Spencer Hale Wright, Manager of WDG Seventh East, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By [Signature]
Notary Public in and for the State of Utah

Residing at Davis County, Utah
My commission expires 10-14-2023





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REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____

Beneficiary: _____

By: _____

Its: _____

EXHIBIT "A" LEGAL DESCRIPTION

File No.: 1379896

Parcel 1 (16-05-306-010):

Beginning at a point 10 rods West from the Northeast corner of Lot 6, Block 32, Plat "B", Salt Lake City Survey and running thence West 53.0 feet; thence South 10 rods; thence East 53.0 feet; thence North 10 rods to the place of beginning.

Also, Beginning at the Southeast corner of Lot 6, Block 32, Plat "B", Salt Lake City Survey, and running thence North 41.5 feet; thence West 165 feet; thence South 140.5 feet; thence East 165 feet; thence North 99 feet to the place of beginning.

Less and Excepting therefrom any portion contained within the following:

Beginning at a point on the North line of Lot 6, Block 32, Plat "B", Salt Lake City Survey, said point being North 89°59'45" West 184.03 feet from the Northeast corner of said Lot 6; and running thence South 89°59'45" East 68.46 feet along the North line of said Lot 6; thence South 0°00'29" East 4.18 feet; thence South 89°52'26" West 31.83 feet; thence Northwesterly along the arc of a 150.84 foot radius curve to the right through a central angle of 11°18'54" 29.79 feet with a chord bearing North 84°28'07" West 29.74 feet; thence North 78°48'40" West 7.17 feet to the point of beginning.

Parcel 2 (16-05-306-002):

Beginning at a point 7 rods West from the Northeast corner of Lot 6, Block 32, Plat "B", Salt Lake City Survey, and running thence West 3 rods; thence South 123.5 feet; thence East 3 rods; thence North 123.5 feet to the place of beginning.

Less and Excepting therefrom any portion contained within the following:

Beginning at a point on the North line of Lot 6, Block 32, Plat "B", Salt Lake City Survey, said point being North 89°59'45" West 184.03 feet from the Northeast corner of said Lot 6; and running thence South 89°59'45" East 68.46 feet along the North line of said Lot 6; thence South 0°00'29" East 4.18 feet; thence South 89°52'26" West 31.83 feet; thence Northwesterly along the arc of a 150.84 foot radius curve to the right through a central angle of 11°18'54" 29.79 feet with a chord bearing North 84°28'07" West 29.74 feet; thence North 78°48'40" West 7.17 feet to the point of beginning.

Parcel 2A:

Together with a Right of Way over the following described property:

Beginning at a point 10 rods West from the Northeast corner of Lot 6, Block 32, Plat "B", Salt Lake City Survey, and running thence West 10 feet; thence South 123.5 feet; thence East 16 feet; thence North 123.5 feet; thence West 6 feet to the place of beginning.

Parcel 3 (16-05-306-008 & 16-05-307-008):

Commencing at the Southeast corner of Lot 7, Block 32, Plat B, Salt Lake City Survey, and running thence North 66 feet; thence West 148.5 feet; thence South 123.75 feet; thence East 60 feet; thence North 57.75 feet; thence East 88.50 feet to the point of beginning.

Parcel 3A:

Together with a right-of-way described as follows:

Beginning 9 rods West of the Southeast corner of Lot 7, Block 32, Plat "B", Salt Lake City Survey, and running thence North 66.0 feet; thence West 1 rod; thence South 66.0 feet; thence West 8 rods; thence South 12.75 feet; thence East 9 rods; thence North 12.75 feet to the point of beginning.

Parcel 3B:

Together with the following right of way:

Commencing at the Southeast corner of Lot 7, Block 32, Plat "B", Salt Lake City Survey and running thence North 11 feet; thence West 88.50 feet; thence South 17 feet; thence East 88.50 feet; thence North 6 feet to the place of beginning.

Parcel 3C:

Together with the following right of way:

Beginning at a point two rods east from the Southwest corner of Lot one (1) in Block thirty two Plat "B", Salt Lake City Survey, and running thence North three hundred sixty five and one fourth ($365 \frac{1}{4}$) feet; thence East nine (9) rods. Thence North twelve (12) feet; thence West eleven (11) rods; thence South three hundred and seventy seven and one fourth ($377 \frac{1}{4}$) feet; thence East two (2) rods to the place of beginning.

Parcel 4 (16-06-435-001):

Commencing 33 feet East and 53 feet 7 1/2 inches North of the Southwest corner of Lot 8, Block 32, Plat "B", Salt Lake City Survey, and running thence North 50 feet 7 1/2 inches; thence East 9 rods; thence South 50 7 1/2 inches; thence West 9 rods to the place of beginning.

Also, Beginning at a point 2 rods East and 12 3/8 feet South of the Northwest corner of Lot 8, Block 32, Plat "B", Salt Lake City Survey, and running thence South 48 3/8 feet; thence East 9 rods; thence North 48 3/8 feet; thence West 9 rods to the point of beginning.