NOTE

$235,000.00

April 7, 2022
Sandy, Utah

FOR VALUE RECEIVED, the undersigned promise(s) to pay to [redacted] or order, **TWO HUNDRED AND THIRTY FIVE THOUSAND, ($235,000.00)**, together with interest from date at the rate of **TEN (10%)** per annum on the unpaid balance, payable as follows, viz:

-Final loan amount is $235,000.00
-Interest Rate is 10% annualized .
- Interest payments to be 5% quarterly and 5% will accrue at the end of each year.
-The loan is due in 5 years of the Note date, April 6, 2027
-There is no prepayment penalty.

All payments hereinabove provided for shall be applied first on accrued interest and balance to reduction of principal.

In case of default in the payment of any installment of principal or interest as herein stipulated, then it shall be optional with the legal holder of this note to declare the entire principal sum hereof due and payable; and proceedings may at once be instituted for the recovery of the same by law, with accrued interest and costs, including reasonable attorney's fees.

The makers and endorsers severally waive presentment, protest and demand; and waive notice of protest, demand and of dishonor and non-payment of this note, and expressly agree that this note, or any payment thereunder, may be extended from time to time without in any way affecting the liability of makers and endorsers thereof.

This note and the interest thereon is secured by a mortgage on property located at [redacted]

[redacted] (Seal)
By: Brian Pitcher, President [redacted]

[redacted]
Brian Pitcher, Individually

When Recorded Mail to:

[redacted]

PARCEL NO.

Trust Deed

THIS TRUST DEED, made this 6 April, 2022 between [redacted], herein called the "Trustors" and Title One, Inc., whose address is 9065 South 1300 East , Sandy, Utah 84094, herein called the "Trustee" and [redacted] herein called Beneficiary, **WITNESSETH:** That the Trustor hereby **CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE**, all that certain real property described as follows:

SEE ATTACHED EXHIBIT "A"

Less and Excepting any and all water rights associated herewith and subject to any easements, restrictions and rights of way appearing of record and enforceable in law and subject to taxes and thereafter.

TOGETHER with all the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, to the Property and the rents, issues and profits of the Property, **SUBJECT, HOWEVER**, to the right, power and authority hereafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

TO HAVE AND TO HOLD the same, with the appurtenances, unto Trustee **FOR THE PURPOSE OF SECURING** a note of even date herewith in the amount of **$235,000.00** and complete performance of each agreement of Trustors contained in this Trust Deed, together with payment of the indebtedness evidenced by a certain note, of even date herewith, herein called "Note", that note being incorporated into this Trust Deed by this reference.

To induce acceptance of this Trust by the Trustee and Beneficiary, Trustors covenants, warrant and represent that the Property is free and clear of all liens and encumbrances except as hereafter noted, that they are seized with fee to the Property and have the legal right to execute this Deed and to alienate that Property.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTORS AGREE:

(1) Not to commit or permit waste; and to maintain the Property in as good condition as it is at present, reasonable wear and tear excepted.
(2) To continuously maintain fire and hazard insurance, of such type or types and in such amounts as Beneficiary may from time to time require on the improvements now or hereafter made on the Property and to pay promptly, when due, all premiums for that insurance, which insurance shall be carried in companies approved by Beneficiary which shall hold the policy evidencing that insurance to which shall be attached loss payable clauses in favor of Beneficiary.
(3) To pay all taxes and assessments on the Property, and, in the event of default, to pay all costs and expenses of collection, including reasonable attorney fees incurred by Beneficiary and reasonable Trustee's fees for any services performed by Trustee, including a reconveyance of this Trust Deed.

IT IS MUTUALLY AGREED THAT

(1) Upon default in the payment of the indebtedness secured by this Trust Deed, Beneficiary, at any time and without notice, either by agent of by receiver appointed by a court, may enter upon the Property and take possession of the Property. The entering upon and taking possession of the Property, the collection of any rents, issues and profits for the Property and the application of those monies after deducting costs and expenses of collection, to the indebtedness shall not cure or waive any default or notice of default hereunder, or invalidate any action taken pursuant to a notice of default.
(2) Upon written request made by Beneficiary which specifies the nature of the default and the amount or amounts due and owing satisfy the unpaid indebtedness.
(3) Upon written request of Beneficiary stating that all sums secured by the Trust Deed have been and upon surrender of this Trust Deed and the Note to Trustee for cancellation and retention and upon payment of its fees, the Trustee shall reconvey, without warranty, the Property.

If Turstor voluntarily shall sell or convey the property, in whole or in part, or any interest in that Property or by some act or means divest themselves of title to the Property without obtaining the written consent of the Beneficiary, then Beneficiary, at its option, may declare the entire balance of the loan plus interest on the balance immediately due and payable.

Trustors will pay and keep current the monthly installments on the prior trust deed and to prevent any default thereunder. Trustors further agree that should any default be made in the payment of any installment of principal or any interest on the prior trust deed, or should any suit be commenced or other action taken to foreclose the prior trust deed, then the amount secured by this Trust Deed shall become and be due and payable in full at any time thereafter, at the option of Beneficiary and in accordance with the Note. Beneficiary, at its option, may pay the scheduled monthly installments on the prior trust deed and to the extent of the amount so paid, become subrogated to the rights of the beneficiary identified in the prior trust deed. All payments made by Beneficiary on the loan secured by the prior trust deed shall bear interest at the interest rate in effect under the Note until paid in full.

If only one mortgagor be a party to this instrument, all plural words in reference to Trustors shall be construed in the singular. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties to this instrument.

Trustors request that a copy of any notice of default or any notice of sale hereunder be mailed to them.

IN WITNESS WHEREOF, Trustors have hereunto set their hands and seals on the date shown above.

[redacted] (SEAL)
BRIAN PITCHER, [redacted]

______________________________ (SEAL)

ACKNOWLEDGEMENT

STATE OF ~~IDAHO~~ Utah)
:ss
County of Salt Lake)

The foregoing instrument was acknowledged before me on this 6 April, 2022, by Brian Pitcher, President of BCH 4, LLC the Trustors identified in the above instrument.

[redacted]
Notary Public of the State of Utah

[redacted]