

RETURNE

JAN 23 2002

When Recorded, Mail to:  
Armstrong Law Offices, P.C.  
Suite 150 Bank One Tower  
50 West 300 South  
Salt Lake City, Utah 84101

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SHERYL L. WHITE, DAVIS CNTY RECORDER  
2002 JAN 23 7:48 AM FEE 13.00 DEP KM  
REC'D FOR ARMSTRONG LAW OFFICES P C

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SE 2

# TRUST DEED

THIS TRUST DEED is made this 17 day of January, 2002, between DENNIS R. STRONG, with address of 3718 West 5100 South, Taylorsville, Utah 84118, as Trustor, BRENT R. ARMSTRONG, a member of the Utah State Bar, with address of Suite 150, Bank One Tower, 50 West 300 South, Salt Lake City, Utah 84101-2006, as Trustee, and COLLINS V. MAXFIELD, with address at 3164 South 700 West, Bountiful, Utah 84010, as beneficiary.

Trustor hereby CONVEYS TO TRUSTEE IN TRUST, WITH POWER OF SALE, all of Trustor's interest in the following described property situated in Davis County, Utah:

BEGINNING on the West line of the State Highway at a point North 89°52' West 2542.7 feet and North 78°17' West 82.7 feet and North 22°01' East 321 feet from the South quarter corner of Section 1, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 67°59' West 71.45 feet; thence North 22°01' East 7.13 feet; thence North 67°39'50" West 309.19 feet, more or less, to the Easterly line of what was the Bamberger Railroad Right of Way; thence North 31°26' East 181.82 feet, more or less, along said Right of Way; thence South 67°59' East 347.9 feet, more or less, to the West line of said Highway; thence South 22°01' West 188.4 feet, more or less, to the point of BEGINNING.

Tax ID # 01-047-0180


Together with all rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto now or hereafter used or enjoyed with said property, or any part thereof;

Together with the rents, issues and profits thereof, reserving the right to collect and use the same during the continuance of any default hereunder and authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto;

FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of \$207,185.00, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and payment of any sums expended or advanced by Beneficiary to protect the security hereof.

Trustor agrees to cause to be paid all taxes and assessments on the above property, and all charges and assessments on water or water stock used on or with said property, to not commit waste, to cause to be maintained adequate fire insurance on improvements on said property, to pay all costs and expenses of collection (including Trustee's and attorney's fees in event of default in payment of the indebtedness secured hereby), and to pay reasonable Trustee's fees for any of the services performed by Trustee hereunder, including a reconveyance hereof.

The undersigned Trustor requests 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.

  
\_\_\_\_\_  
Dennis R. Strong

STATE OF UTAH            )  
  : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 17 day of January, 2002, by Dennis R. Strong.

  
\_\_\_\_\_  
Notary Public



\*NOTE: Trustee must be a member of the Utah State Bar; a bank, building and loan association or savings and loan association authorized to do such business in Utah; a corporation authorized to do a trust business in Utah; or a title insurance or abstract company authorized to do such business in Utah.