

7822761W



SAGEBRUSH DEVELOPMENT, LLC 220 SOUTH 200 EAST #110 SALT LAKE CITY, UTAH 84111

THOMAS Phillip 13358 LIBRA

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TRUST DEED

EIRM, ARIZONA 85231

THIS TRUST DEED is made this 2nd of August, 2000, between DRS DEVELOPMENT, LDT as Trustor(s),

SAGEBRUSH DEVELOPMENT, LLC as Trustee, and

SAGEBRUSH DEVELOPMENT, LLC, as beneficiary.

Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property situated in SALT LAKE COUNTY, UT.

SEE ATTACHED EXHIBIT "A"

Together with all buildings, fixtures and improvements thereon and all water rights, 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;

FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by a promissary note of even date herewith, in the principal sum of \$105,000.00, payable to the order of the Beneficiary at the times, in the manner and with interest as therein set forth, and payment of any sums expended or advanced by the Beneficiary to protect the security hereof.

Trustor agress to pay all taxes and assessments on the above property, to pay all charges and assessments on water or water stock used on or with said property, not to commit waste, to maintain adequate fire insurance on improvements on said property to pay all costs and expenses of collection (including Trustee'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 him at the address hereinbefore set forth.

DRS DEVELOPMENT, LTD:

BY: SHANE R. CONNELLEY, MANAGERT

STATE OF UT COUNTY OF DAVIS

On the 2nd day of August, 2000, personally appeared before me **SHANE R. CONNELLEY, PRESIDENT OF DRS DEVELOPMENT, INC.** the signer(s) of the foregoing instrument, who duly acknowledged to me that they execute the same.

CHERYLE KRUEGER
METATY PUBLIC • STATE OF UTAH
982 SOUTH 500 WEST
BOUNTIFUL, UT 94019
COMM. EXP. 09-23-2003

My Commission Expires: 9-23-03

Residing at: Bowliful Ut

E- 1975587 PG 1 OF3
DOUG CROFTS GEBER COUNTY RECORDER
17-SEP-03 108 PM FEE \$14.00 DEP JPM
REC FOR: DENTRN.M.HATCH

BK 8922 PG 300

EXHIBIT "A"

BEGINNING AT A POINT SOUTH 89°52'48" EAST 414.43 FEET FROM THE CENTER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE MERIDIAN, AND RUNNING THENCE NORTH 0°05'24" EAST 2543.44 FEET TO THE FRONTAGE ROAD SOUTH OF HIGHWAY PROJECT NO. F-018-1(5); THENCE ALONG SAID FRONTAGE ROAD FOR 2 COURSES AS FOLLOWS: ALONG THE ARC OF A 5,608.58 FOOT RADIUS CURVE TO THE RIGHT 49.104 FEET (THE CHORD BEARS SOUTH 88°07'33" EAST 49.104 FEET); THENCE SOUTH 87°52'30" EAST 511.04 FEET TO THE WEST LINE OF THAT CERTAIN RIGHT OF WAY FOR POWER TRANSMISSION LINES AS GRANTED TO UTAH POWER AND LIGHT COMPANY IN BOOK 2172, PAGE 18 OF OFFICIAL RECORDS; THENCE ALONG SAID WEST LINE SOUTH 0°05'20" WEST 2524.06 FEET TO THE QUARTER SECTION LINE; THENCE NORTH 89°52'48" WEST 559.85 FEET TO THE POINT OF BEGINNING.

SITUATE IN SALT LAKE COUNTY, STATE OF UTAH.

32.56 armo 2901 W. 2100 S. SLC, Wt. PARCET NO. 14-23-251-010

E+ 1975587 PG2 FF3

BK 8922 PG 301

July 28, 2000

I, Shane R. Connelly, do hereby personally and individually, fully guarantee all obligations, including, without limitation, the monthly payments and full repayment on that Promissory Note dated _______,2000, between DRS Development, as buyer, and Thomas P. Hopper, as Seller, in the amount of \$105,000.

Shane R. Connelly 23 nanager

State of Utah

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County of Davis

On this 2 day of July, 2000, personally appeared before me, Shane R. Connelly, the signer of the foregoing, who duly acknowledged to me that he executed the same.

CHERYL E KRUEGER

NOTARY PUBLIC • STATE OF UTAH

92 BOUTH 500 WEST

BOUNTIFUL, UT 94010

COMM. EXP. 09-23-2003

Votary Public

FILMED AS RECEIVED

E4 1975587 PG3 0F3

BK 8922 PG 302