117291 Bk 0691 Pg 0591
LuAnn Adams, Box Elder County Recorder
10/02/1998 12:40pm FEE: 15.00 Dep:LA
ASSUMPTION AND INDEMNITY AGREEMENT

referred to as "Hilver") and CHET TIC	
referred to as "Buyer") and CHET, LLC	
	, (hereinafter referred to as "Seller").
RECITA	
<ol> <li>Buyer is purchasing and acquiring title to t (hereinalter referred to as the "subject property") I Tremonton, Utah</li> </ol>	that real property
Tremonton, Utah	, and more particularly described as follows:
SEE EXHIBIT "A" ATTAHCED	
THIS REFERENCE MADE	A PART HEREOF
	THE MEREOF
The subject property is currently encumber     September 18, 1998	ed by a Deed of Trust, dated
September 18, 1998 , as exe	cuted by CHET, LLC. , in favor of MAC MUNNS and
CHERI MUNNS as Benef	iciary; with First American Title
at Page U232	Solt Lake County Described and
- age at the state broaden to secure a tilled t	1880 Note of the came date :- the
1998 With a Cultern dispaid balan	ace of \$ 75,000.00 as of September 18,
3. As partial consideration for the purchase at	nd conveyance of the subject property and for addi
tional valuable consideration, the Buyer has agreed said Trust Deed Note and secured by Deed of Trust	to assume and pay the indebtedness evidenced by
NOW THEREFORE, for and in consideration of the	ne mutual covenants herein contained and other good
and valuable consideration, the sufficiency of Whi	ch is hereby acknowledged, the parties hereto do
nereby agree as follows:	
1. The Buyer does hereby agree to assume an	d pay all indebtedness evidenced by the Trust Deed
tote secured by the Trust Deed described herein an	of to perform all of the coverants and an all of
said frust Deed Note and Deed of Trust at the time ar	Id in the manner provided therein. Cald account to
o be made for the benefit of the Beneficiary of said	Trust Deed.
2. Buyer does hereby agree to, at all times, inde	emnify and hold harmless the Seller from and against
and an actions of causes of action, demands, liab	Hitles, losses or expenses of whatover kind of new
ricidarily but not limited to the fees incurred for least	COURSEL and court costs, whather incomed and
arrier or salary or otherwise, which the Seller shall or	may at any time sustain or incur by reason as in a su
sequence of the default by the BUYER for any of the Deed of Trust encumbering the subject property.	e provisions contained in said Trust Deed Note and
3. The Seller does hereby transfer all rights and	d obligations in the subject property to the Buyer by
his Agreement and by separate conveyance.	
IN WITNESS WHEREOF, the parties do hereby s	et their hands the day and year first above written.
	et their hands the day and year first above written.
IN WITNESS WHEREOF, the parties do hereby s BUYERS	SELLERS
	SELLERS
	SELLERS
	SELLERS
BUYERS  STATE OF UTAH  )	SELLERS
BUYERS  STATE OF UTAH  COUNTY OF Wash, agfan  Section 1	SELLERS Lint a. Johnson, Manager
BUYERS  STATE OF UTAH  COUNTY OF Washington  On the 25+4 day of September	SELLERS Lut a Johnson, Manager
TATE OF UTAH ) ss.  OUNTY OF Washington day of September	SELLERS  Lut a Johnson, Manager  Manager  Manager  Manager  Manager
BUYERS  STATE OF UTAH  COUNTY OF Washington  On the 25th day of September  The Kurt A. Johnson	SELLERS  Kut a Juliuso Manager  Manager
BUYERS  STATE OF UTAH  COUNTY OF Washington  On the 25th day of September  To has a september  To has a september  To has a september  To has a september	SELLERS  Kut a. Johnson, Manager  , 19 98, personally appeared before
BUYERS  STATE OF UTAH  SOUNTY OF Washington  On the 25th day of September  The Kurt A. Johnson  JANNETTE D PEACE	SELLERS  Kut a Juliuso Manager  Manager
BUYERS  STATE OF UTAH  COUNTY OF Washington  On the 25th day of September  The Kut A. Johnson  Uly acknowledged to me that he executed the same	SELLERS  Kut a June Manager  Manager  Manager  Manager  Manager  Manager  Manager  Manager  Manager

Commission Expires:

ATC 143

## ASSUMPTION AND INDEMNITY AGREEMENT

colored to an UPIV	,(hereinafte
referred to as "Buyer") andC	HET, LLC ,(Nereinance
	, (hereinafter referred to as "Seller")
	RECITALS
<ol> <li>Buyer is purchasing and</li> </ol>	acquiring title to that real property
hereinafter referred to as the "si	ubject property") located at
Tremoneon, otan	, and more particularly described as follows
SEE EXHIBI	I "A" ATTAHCED HERETO AND BY
THIS	REFERENCE MADE A PART HEREOF
2. The subject property is c	urrently encumbered by a Deed of Trust, dated
September 18, 1998	, as executed by CHET, LLC.
CHERI MUNNS	, as Trustor, in favor ofMAC MUNNS and, as Beneficiary; withFirst American Title
	as Trustee, recorded as Entry No. 116718 , ii
300K, at P	ageUZ3Z, Salt Lake County Recorder's Office, which
Deed of Trust was provided to	secure a Trust Deed Note of the same date in the principal sun
of \$ <u>75,000.00</u> , with a cu 1998	urrent unpaid balance of \$ 75,000.00 as of September 18
1330	
3. As partial consideration	for the purchase and conveyance of the subject property and for addi
ional valuable consideration, the	Buyer has agreed to assume and pay the indebtedness evidenced by
aid Trust Deed Note and secured	by Deed of Trust.
NOW THEREFORE, for and in	consideration of the mutual covenants herein contained and other good
nd valuable consideration, the sereby agree as follows:	sufficiency of which is hereby acknowledged, the parties hereto do
ereby agree as follows:	
1. The Buyer does hereby a	gree to assume and pay all indebtedness evidenced by the Trust Deed
lote secured by the Trust Deed of	lescribed herein and to perform all of the covenants and conditions of
aid Trust Deed Note and Deed of	Trust at the time and in the manner provided therein. Said assumption is
be made for the benefit of the	Beneficiary of said Trust Deed.
2. Buyer does hereby agree	to, at all times, indemnify and hold harmless the Seller from and against
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injuding but not limited to the fee	tion, demands, liabilities, losses or expenses of whatever kind of nature
icluding but not limited to the fee	s incurred for legal counsel and court costs, whether incurred under re-
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TATE OF UTAH  OUNTY OF  On the	s incurred for legal counsel and court costs, whether incurred under reth the Seller shall or may at any time sustain or incur by reason or in con- UYER for any of the provisions contained in said Trust Deed Note and ubject property.  Bansfer all rights and obligations in the subject property to the Buyer by onveyance.  Dearties do hereby set their hands the day and year first above written.  SELLERS  SELLERS  ss.  of September 19 98 , personally appeared before , signers of the foregoing instrument, who executed the same.
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## EXHIBIT A

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PARCEL 1: (PT 05-043-0049)
Beginning at a point South 89 degrees 48'08" WEST 979.53 feet along the Quarter Section Line and 33 feet North and North 00 degrees 44'16" East (North 00 degrees 54'46" East by record) 435.60 feet from the Center of Section 3, Township 11 North, Range 3 West, SLB&M; thence South 89 degrees 48'08" West (South 89 degrees 55'42" West by record) 330.00 feet; thence North 00 degrees 44'16" East 660.00 feet parallel to and 10 feet East of the West boundary of the Southeast Quarter of the Northwest Quarter of said Section 3; thence North 89 degrees 48'08" East 330.00 feet; thence South 00 degrees 44'16" West 660.00 feet to the point of beginning.

PARCEL 2: (PT 05-043-0049)
A right-of-way for ingress and egress and utilities described as follows: Beginning on the North right-of-way line of 600 North Street at a point 913.53 feet South 89 degrees 48'08" West along the Quarter Section line and 33.00 feet North from the Center of Section 3, Township 11 North, Range 3 West, SLB&M and running thence South 89 degrees 48'08" West 66.00 feet; thence North 00 degrees 44'16" East (North 00 degrees 54'46" East by record) 501.6 feet; thence North 89 degrees 48'08" East 66.00 feet; thence South 00 degrees 44'16" West 501.6 feet to the point of beginning.

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