

When Recorded, Mail To:
Jeanine Plummer
c/o Bill Heder
MHM Law Offices
4844 N. 300 W. Suite 300
Provo, UT 84604

ENT100862:2022 PG 1 of 3
Andrea Allen
Utah County Recorder
2022 Sep 16 10:24 AM FEE 40.00 BY IP
RECORDED FOR MacArthur, Heder & Metler
ELECTRONICALLY RECORDED

TRUST DEED

THIS TRUST DEED, made the 16th day of September 2022, between **Aaron and Lauren Johnston**, husband and wife and joint tenants (each a “Trustor”) whose address is 199 East Zinfandel Lane, Vineyard, Utah County, Utah, and **Jeanine Plummer**, “Trustee” of the **Ethel Jeanine Plummer Trust** U/A/D January 25, 2018 as “Beneficiary.”

WITNESSETH: That Trustors convey and warrant to Trustee in Trust, with power of sale, the following described property, situated in Vineyard, Utah, Utah County, State of Utah:

Lot 1038, THE ELMS PHASE 1, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

Tax Parcel No. 38:473:1038

Together with any and all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, profits, income, tenements, privileges and appurtenances thereunto belonging, now or hereafter, to be enjoyed with said property, or any part thereof.

FOR THE PURPOSE OF SECURING: (1) payment of the indebtedness evidenced by that Promissory Note (the “Note”) dated the 16th day of September, 2022, in the principal sum of \$142,262.00, made by Trustors, payable to Beneficiary at the times and in the matter stated in that instrument, with interest thereon as set forth in the same instrument, together with any extensions, renewals or modifications thereof; (2) the performance of the agreement of Trustors contained herein; which shall be binding upon Trustors, Trustors’ successors and assigns when evidenced by any or additional promissory notes or addenda referencing this Deed.

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

1. To keep said property in good condition and repair; to comply with all laws, covenants and restriction affecting said property; not to permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to take such actions as, from the character or proper use of said property may be necessary to protect the property; to protect and preserve Beneficiary’s lien priority.

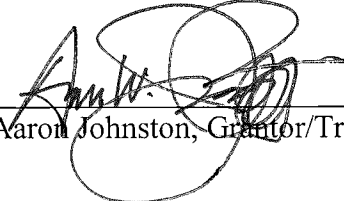
2. To provide and maintain insurance of such type and amounts as Beneficiary may require upon all improvements now existing or hereafter erected or placed upon said property.
3. To appear and defend any action or proceeding purporting to affect the security hereof, the property, or the rights or powers of Beneficiary or Trustee; or to pay all costs and expenses, including costs of evidentiary proceedings, attorney's fees and costs in a reasonable sum incurred by Beneficiary or Trustee.
4. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including assessments upon water company stock or shares, all rents, assessments and charges and liens with interest in the property or any part thereof.
5. In the event that Trustors fail to make any payment or to do any act as herein required, Beneficiary or Trustee may without obligation and without notice or demand upon Trustors and without releasing Trustors from any obligation herein, may appear, defend, pay or otherwise act in protection of the security, and Trustors shall be required by this Deed to repay all such costs, fees and expenses.

IT IS MUTUALLY AGREED:

1. Should the property or any part thereof be damaged by reason or any public action or condemnation proceeding, or damaged by natural disaster or by any cause, Beneficiary shall have right to all compensation up to the balance owed under the Note.
2. Upon the occurrence of any act of default hereunder, or under the terms of the promissory note secured by this instrument, Beneficiary shall have the option to declare all debts secured hereby immediately due and payable and foreclose this Trustee Deed in the manner provided for by law, and Beneficiary shall be entitled to recover in such proceedings any costs and expenses incident thereto, including reasonable attorney fees and costs.
3. Beneficiary may appoint a successor or substitute trustee at any time by filing for record in the office of the county recorder appropriate documents for substitution of trustee. Notice of each such substitution shall be noticed as required by law.
4. This Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, assigns, administrators and executors. All obligations of Trustors hereunder are joint and several, applicable fully to each signer, and the term "Beneficiary" shall mean the owner and holder of the note secured by this instrument.
5. This Deed shall be construed according to the laws of the State of Utah.

- 6. Notice of any default hereof shall be mailed to Trustors at the address as noted herein, unless changed and noticed to Beneficiary in writing, receipt of which shall also be in writing before notice is deemed sufficient.

SIGNED by Grantors/Trustors this 16th day of September, 2022.



 Aaron Johnston, Grantor/Trustor

STATE OF UTAH :
 :SS
 COUNTY OF UTAH :

The foregoing instrument was subscribed and sworn to and acknowledged before me this 16th day of September, 2022, by Aaron Johnston, he being personally known to me or identified by photo ID.





 NOTARY PUBLIC

Dated this 16th day of September, 2022.



 Lauren Johnston, Grantor/Trustor

STATE OF UTAH :
 :SS
 COUNTY OF UTAH :

The foregoing instrument was subscribed and sworn to and acknowledged before me this 16th day of September, 2022, by Lauren Johnston, she being personally known to me or identified by photo ID.





 NOTARY PUBLIC