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**EXISTING DEED OF TRUST SHALL REMAIN IN FORCE.
THIS ONE IS FOR INFORMATIONAL PURPOSES ONLY**

AFTER RECORDING PLEASE RETURN TO:

Pattie S. Christensen, Esq
12903 S 300 E
Draper, Utah 84020

12432743
12/13/2016 11:13 AM \$18.00
Book - 10510 Pa - 3535-3539
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
PATTIE S CHRISTENSEN
12903 S 300 E
DRAPER, UT 84020
BY: MSA, DEPUTY - MI 5 P.

MAIL TAX NOTICES TO TRUSTOR

DEED OF TRUST

Property Identification: 27-08-152-007-0000

THIS DEED OF TRUST (hereinafter referred to as this "Deed of Trust") is executed to be effective the ___ day of September, 2016, by and between Jeffry Alan Downward and Patricia K. Downward, whose address is 3952 Graymalkin Circle, South Jordan, Utah 84009 (hereinafter referred to as "Trustor"), Pattie S. Christensen, Esq, a member of the Utah State Bar whose address is 12903 S 300 E, Draper, Utah 84020 (hereinafter referred to as "Trustee"), and Private Funding Tree, LLC, a Utah limited liability company, whose address is 940 S 2000 W, Springville, Utah 84663 (hereinafter referred to as "Beneficiary").

1. **Grant in Trust.** Trustor hereby grants, transfers, assigns, conveys and warrants to Trustee IN TRUST, WITH THE POWER OF SALE, all rights, title and interest which Trustor now has or may later acquire in that certain real property located in Salt Lake County, Utah, described on Exhibit "A" attached hereto and incorporated herein by this reference, together with all buildings, fixtures and improvements now or hereafter located thereon and all rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, used or enjoyed with such real property or any part thereof (collectively, the "Property").

2. **Secured Obligations.** Trustor makes the grant, conveyance, transfer and assignment set forth in Section 1 above for the purpose of securing: (a) the payment and performance of all obligations of Trustor or party related to trustor under that certain Secured Promissory Note dated September __, 2016 in the initial principal amount of \$36,000.00 and signed by Trustor in favor of Beneficiary (the "Note"); and (b) the payment and performance of each agreement of Trustor contained herein.

3. **Condition of Property.** Trustor agrees to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act with respect to the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

4. Taxes and Assessments. Trustor agrees to pay at least 10 days before delinquency all taxes and assessments affecting the Property; to pay, when due, all encumbrances, charges, and liens, with interest, on the Property or any part thereof, whether or not the same appear to be prior or superior hereto; and Trustor shall pay all costs, fees, and expenses of this Deed of Trust.

5. Remedies. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay counsel's reasonable fees.

6. Trustee's Powers. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Deed of Trust (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) join in any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof; or (b) reconvey, without warranty, all or any part of the Property. The grantee in any reconveyance may be described as "the person or persons entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

7. Events of Default. The occurrence of any one or more of the following events (including the passage of time, if any, specified therefor) shall constitute a default by Trustor under this Deed of Trust:

(a) If Trustor shall fail, refuse or neglect to pay or perform any obligation or agreement secured hereby, including without limitation any obligation under the Note, as and when the same shall become due and/or payable;

(b) If Trustor shall fail, refuse or neglect to perform and discharge fully and timely any obligation or agreement required in this Deed of Trust;

(c) If any representation or warranty made by Trustor or others in, under or pursuant to this Deed of Trust, the Note or any document described herein shall be false or misleading in any material respect;

(d) If Trustor shall become insolvent or shall file a voluntary petition for relief under the United States Bankruptcy Code or have filed against Trustor an involuntary petition for relief under the United States Bankruptcy Code;

(e) If the holder of any lien or security interest affecting the Property institutes foreclosure or other proceedings for the enforcement of its remedies thereunder; or

(f) If the Trustor shall sell, convey or alienate the Property or any part thereof, whether voluntary or involuntary, without the prior written consent of the Beneficiary.

8. No Waiver. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right, and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

9. Notice of Default. Time is of the essence hereof. Upon the occurrence of any event of default, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written Notice of Default and of election to cause the Property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein the Property or some part or parcel thereof is situated.

10. Trustee's Sale. After the lapse of such time as may then be required by law, Trustee, without demand on Trustor, shall sell the Property on the date and at the time and place designated in a Notice of Sale, which Notice of Sale shall be prepared, posted, published, and mailed as then required by law, and any resulting trustee's sale shall be held and conducted in accordance with the laws of the State of Utah.

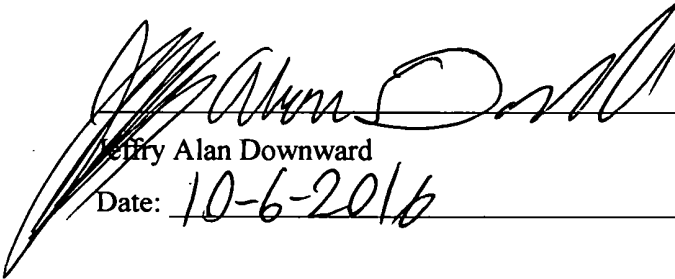
11. Successor Trustee. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which the Property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the Trustee named herein or any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

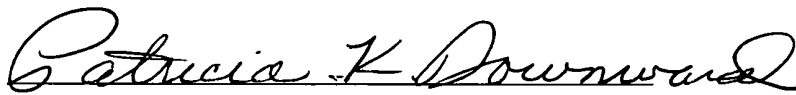
12. Successors and Assigns. This Deed of Trust shall apply to, inure to the benefit of, and bind all parties hereto, their successors and assigns. In this Deed of Trust, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

13. Acceptance of Trust. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of a pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

14. Governing Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, Trustor has caused this Deed of Trust to be executed as of the date first above written by a person duly authorized to execute the same.


Jeffrey Alan Downward
Date: 10-6-2016

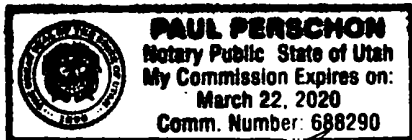

Patricia K. Downward
Date: 10-6-2016

STATE OF UTAH)

:ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 5th day of September, 2016, by Jeffrey Alan Downward.



NOTARY PUBLIC

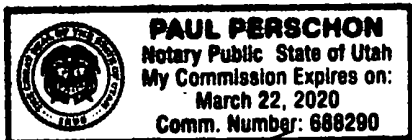


STATE OF UTAH)

:ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 6th day of September, 2016, by Patricia K. Downward.



NOTARY PUBLIC



Exhibit A
Property Description

Property Identification Number: 27-08-152-007-0000

Legal Address: 3952 W GRAYMALKIN CIR

**Legal Description: LOT 613, GLENMOOR COUNTRY ESTATES #3, PLAT F, according
to the official plat map thereof on file with the Salt Lake County Recorders Office**