

GHHI - 5.1 Trust Deed

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09/14/2018 04:18 PM \$0.00  
Book - 10712 Pg - 6900-6901  
ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
SALT LAKE COUNTY  
2001 S STATE ST #S2100  
SLC UT 84190  
BY: TEP, DEPUTY - WI 2 P.

When recorded return to:  
Salt Lake County  
Community Resources & Development  
2001 South State Street #S2100  
Salt Lake City, Utah 84190

### DEED OF TRUST

THIS DEED OF TRUST is made this **7th of September, 2018**, by **Frieda Schwab and Kevin Beattie**, whose address is **266 East Crestone Avenue, South Salt Lake 84115**, as TRUSTOR, to Monument Title Insurance Inc., whose address is 6975 South Union Park Center # 490 Cottonwood Height, Utah, as TRUSTEE, and SALT LAKE COUNTY, whose address is 2001 South State, S2100, Salt Lake City, Utah 84190, as BENEFICIARY.

TRUSTOR hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE the following described property situated in Salt Lake County, Utah:

**BEGINNING 112.7 FEET NORTH AND 150 FEET WEST FROM THE SOUTHWEST CORNER OF LOT 16, BLOCK 32, TEN ACRE PLAT "A", BIG FIELD SURVEY; AND RUNNING THENCE WEST 50 FEET; THENCE SOUTH 137.5 FEET; THENCE EAST 50 FEET; THENCE NORTH 137.5 FEET TO THE POINT OF BEGINNING.**

Parcel Number: **16-30-327-007**

Address: **266 East Crestone Avenue, South Salt Lake 84115**

TOGETHER WITH all right, title, and interest of TRUSTOR in and to all buildings, fixtures, and improvements now located or to be erected or placed on the above described real property, and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges, franchises, rights, appendages, and appurtenances belonging or pertaining to all such real property (collectively, the "Property").

#### FOR THE PURPOSE OF SECURING:

A. The payment of all indebtedness owing from TRUSTOR to BENEFICIARY evidenced by a Promissory Note of the same date as this Deed of Trust, for the principal sum of **\$17,205** made by TRUSTOR and payable to the order of BENEFICIARY (the "Note");

B. The performance of all obligations of TRUSTOR under the Note and under this Deed of Trust;

C. The payment of all sums, including outstanding principal and interest, expended or advanced by BENEFICIARY under this Deed of Trust, the purpose of which is to secure the payment of the Note;

D. The performance of each covenant and agreement of TRUSTOR contained in this Deed of Trust and in any modification or amendment of this Trust Deed.

**COVENANTS AND AGREEMENTS**

1. TRUSTOR covenants and agrees to make prompt payments of principal and interest as set forth in the Note, to pay promptly all other sums due, and to perform each and every agreement and condition contained in the Note and this Deed of Trust;

2. If TRUSTOR defaults in the payment of any principal and interest owed, or in the performance of any obligation, covenant, or agreement under the Note or this Deed of Trust, the BENEFICIARY may declare, at its option and without notice or demand, the entire principal balance and accrued interest immediately due and payable.

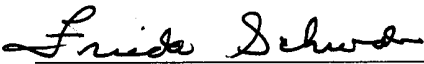
3. TRUSTOR agrees to pay all taxes, special assessments, water and sewer rents or assessments, and all other charges imposed by law upon or against the Property; to keep the Property in good condition and repair, and not to commit waste; to maintain fire and hazard insurance on the Property in amounts adequate to protect the value of the Property; to allow BENEFICIARY and its authorized representatives to enter and inspect the Property with reasonable notice and at reasonable times; to pay all costs and expenses of collection in the event of default, including environmental assessment costs, and reasonable attorney's fees; and reasonable fees for any services performed by the TRUSTEE, including reconveyance.

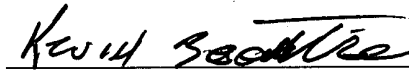
4. If the TRUSTOR sells or transfers all or any part of the Property, excluding the creation of a lien or encumbrance subordinate to this Deed of Trust or the creation of a purchase money security interest for household appliances, without BENEFICIARY's written consent, BENEFICIARY may declare the entire principal balance and accrued interest immediately due and payable.

5. Failure by BENEFICIARY to insist upon the strict performance of any provision or to exercise any right or remedy under the Note or this Deed of Trust shall not constitute a waiver. No covenant, agreement, term, or condition in the Note or this Deed of Trust, may be waived, altered, or modified except in writing by BENEFICIARY.

IN WITNESS WHEREOF, this Trust Deed has been executed by TRUSTOR as of the day and year first above written.

TRUSTOR

  
\_\_\_\_\_  
Frieda Schwab

  
\_\_\_\_\_  
Kevin Beattie

STATE OF UTAH )  
 )  
 ) SS.  
COUNTY OF SALT LAKE )



On the **7th day of September, 2018**, personally appeared before me **Frieda Schwab and Kevin Beattie**, the signer(s) of the foregoing Deed of Trust, who duly acknowledged to me that he/she/they executed the same.

  
\_\_\_\_\_  
Notary Public  
Residing in Salt Lake County