

Trust Deed Page 1 of 2
Gary Christensen Washington County Recorder
12/20/2024 04:15:42 PM Fee \$40.00 By
COTTONWOOD TITLE INSURANCE AGENCY,
INC.

When Recorded Mail To:
Cherry Creek Lending:
1224 S. River Rd. A-106
St. George, UT. 847890
164247-MAF

TRUST DEED

THIS TRUST DEED is made this 20th day of November, 2024 between Kyle Tolman and Tauna Tolman, whose address is 1758 S. 1900 W. in West Haven, UT. 84401 and Cottonwood Title, as Trustees, whose address is 1333 S. Auto Mall Drive, Ste. 100, in St. George, UT. 84790. And Cherry Creek Lending DBA of Fountain Head Consulting LLC as beneficiary, whose address is 1224 S. River R. A-106, St. George, UT. 84790.

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

1556 N. Highland Pkwy. Washington, UT. 84780

Parcel ID Number: W-SOL-2A-70-CC

Legal Description:

Lot 70, SOLIS AT CORAL CANYON PHASE 2A, according to the official plat thereof as recorded in the office of the Washington County Recorder.

Together with all building, 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 promissory note of even date herewith in the amount of \$303,000.00 to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and payment of any sums expended or advanced by Beneficiary to protect the security hereof.

Trustor agrees 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 and Attorney's fees in the 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.

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



Kyle Tolman

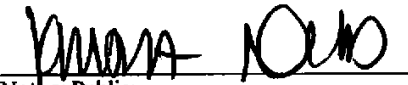

Signed with Stavvy

Tauna Tolman

STATE OF UTAH)
COUNTY OF DAVIS)

On the 20th day of December, 2024 appeared before me Kyle Tolman, the
signer of the foregoing instrument, who duly acknowledged to me that he executed the same.





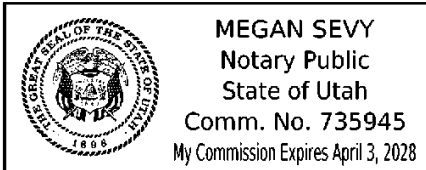
Notary Public:
My commission expires: 03-09-2026

STATE OF UTAH)
COUNTY OF)

On the 20th day of December, 2024 appeared before me Tauna Tolman, the
signer of the foregoing instrument, who duly acknowledged to me that he executed the same.


Signed with Stavvy

Notary Public: Utah
My commission expires: 4/ 3/2028



Notarized remotely via audio/video communication using Stavvy