Mail Tax Notices To: Micah C. Robinson 3842 Prestwick Drive Syracuse, Utah 84075 File No: 0709-2078

## 2467775 BK 4818 PG 1663

WARRANTY DEED

E 2467775 B 4818 P 1663-1665
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
07/15/2009 04:40 PM
FEE \$15.00 P9s: 3
DEP RT REC'D FOR GRIFFITHS & TURNE
R - KAYSVILLE

Kent L. Vallace and Micalla R. Vallace,

of Davis County, State of Utah, hereby Conveys and Warrants to

Micah Christopher Robinson, a married man

**GRANTEE** 

for the sum of Ten and no/00 ------ DOLLARS and other good and valuable consideration the following described tract of land in Davis County, State of Utah:

See Attached exhibit "A"

(For Reference Purposes Tax ID No.: (02-102-0001 and 02-102-0002)

The parties understand and agree that the Subject Property is subject to 3 trust deeds in first, second and third position, first securing a certain note between Kent L. Vallace and Micalla R. Vallace as trustor, Barnes Banking Company, as trustee, and Barnes Banking Company as beneficiary, dated 18 March, 2002, recorded 20 March, 2002, as entry no. 1738995, including any assignment thereof (the "First Mortgage"),

and is further subject to a trust deed in second position, securing a certain note between Kent L. Vallace and Micalla R. Vallace as trustor, Barnes Banking Company, as trustee, and Barnes Banking Company, as beneficiary, dated August 8 February, 2006, recorded 9 February, 2006, as entry no. 2144295, including any assignment thereof (the "Second Mortgage"),

and is further subject to a trust deed in third position, securing a certain note between Kent L. Vallace and Micalla R. Vallace as trustor, Barnes Banking Company as trustee, and Barnes Banking Company as beneficiary, dated 22 December, 2008, recorded 5 January, 2009, as entry no.2413829, including any assignment thereof (the "Third Mortgage");

BUT that Seller (Kent L. Vallace and Micalla R. Vallace) shall be responsible to warranty the property against said trust deeds and to assure performance thereunder as contemplated by this Agreement.

Subject to all covenants, conditions and restrictions, easements, and right of ways of record, and further subject to the terms of a certain Purchase and Sale Agreement between grantor and grantee, to be abrogated by a quit claim deed from grantor to grantee to be recorded hereafter.

(continued)

# BK 4818 PG 1664

WITMSS the hand of said Grantor, this 23 day of July, 2009.	
Kent L. Vallace	Micalla R. Vallace  Micalla R. Vallace
STATE OF UTAH ) :ss. COUNTY OF DA/S )	Buyer's initials M
On the \( \sum_{\text{day}} \) day of July, 2009, personally appeared before me, Kent L. Vallace and Micalla R. Vallace, the signers of the within instrument, who duly acknowledged to me that they executed the	
WILLIAM FRYE NOTARY PUBLIC - STATE OF UTAH 283 NORTH 300 WEST, SUITE 504 KAYSVILLE UT 84037 My Comm. Exp. 09/19/2010	Notary Public
My Commission Expires: 9/19/2010	Residing in:

### Exhibit A

#### PARCEL 1:

BEGINNING AT THE NORTHWEST CORNER OF LOT 3, BLOCK 35, PLAT A, CENTERVILLE TOWNSITE; AND RUNNING SOUTH 2.1875 CHAINS TO THE SOUTH LINE OF LOT 3; THENCE EAST 100 FEET; THENCE NORTH 2.1875 CHAINS TO THE NORTH LINE OF SAID LOT; THENCE WEST 100 FEET TO THE POINT OF BEGINNING.

#### PARCEL 2:

BEGINNING 100 FEET EAST OF THE NORTHWEST CORNER OF LOT 3, BLOCK 35, PLAT A, CENTERVILLE TOWN SITE SURVEY; AND RUNNING THENCE SOUTH 2.1875 CHAINS TO THE SOUTH LINE OF LOT 3; THENCE EAST 128.3 FEET TO THE EAST LINE OF LOT 3, THENCE NORTH 2.1875 CHAINS; THENCE WEST 128.3 FEET TO THE POINT OF BEGINNING.