

E 3511779 B 8157 P 636-637
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/20/2022 02:12 PM
FEE \$40.00 Pgs: 2
DEP RT REC'D FOR NATHAN K AFFLECK

RETURNED

DEC 20 2022

WHEN RECORDED RETURN TO:
Nathan K. Affleck
784 South 3225 West
Syracuse, UT 84075

Parcel I.D. # 12-452-0016

TRUST DEED

THIS TRUST DEED is made this 19 day of December, 2022, between Ronald D. Osborn, Trustee of The Ronald D. Osborn Trust dated August 9, 2017, whose address is 916 South 1760 West, Syracuse, UT 84075, as Trustor, Stewart Title of Utah, Inc., as Trustee, and Nathan K. Affleck, whose address is 784 South 3225 West, Syracuse, UT 84075, as Beneficiary.

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

All of Lot 16, Heritage Crossing Subdivision, Phase 1, according to the official plat thereof recorded in the Office of the Davis County Recorder, State of Utah.

The following is shown for information purposes only: Tax ID / Parcel No. 12-452-0016

Property address: 916 South 1760 West, Syracuse, UT 84075

Together with all buildings, fixtures, and improvements thereon and all water rights, rights-of-way, easements, rents, issues, profits, income, tenements, hereditament, 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 principal sum of Ten Thousand Dollars (\$10,000.00), payable 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 mortgage payments in a timely manner, all accruing 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.

Trustor agrees that he will not transfer, convey, or pledge any interest in the real property referenced herein while any debt is owed by Trustor to Beneficiary and that in the event any such transfer, conveyance, or pledge is made, all sums secured by this Trust Deed shall be immediately due and payable to Beneficiary.

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

Ronald D. Osborn

Ronald D. Osborn, Trustee of The Ronald D.
Osborn Trust dated August 9, 2017

State of Utah
County of Davis

On this 19 day of December, 2022, personally appeared before me, the undersigned Notary Public, Ronald D. Osborn, Trustee of The Ronald D. Osborn Trust dated August 9, 2017, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

[Handwritten Signature]

Notary Public
My commission expires:

