WHEN RECORDED MAIL TO: **ROBERT J. FARR 1720 NORTH 210 EAST OREM, UTAH 84057** 

## TRUST DEED

ENT 40795:2017 PG 1 of 1 Jeffery Smith Utah County Recorder 2017 Apr 28 11:01 AM FEE 10.00 BY MG RECORDED FOR US Title Insurance Agency **ELECTRONICALLY RECORDED** 

## UT79068SD

THIS TRUST DEED is made this 27th of April, 2017, between GARDEN DRIVE PROPERTIES, LLC as Trustor, whose address is 2705 NORTH GARDEN DRIVE, LEHI, UTAH 84043

US TITLE INSURANCE AGENCY as Trustee, and

ROBERT J. FARR AND PHYLLIS C. FARR JOINT TENANTS RIGHTS OF SURVIVORSHIP "JTROS". as beneficiary.

Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property situated in UTAH, UT. 66-068-0044

Lot 44 as identified in the official Plat "A", Sunset Hollow at Thanksgiving Point, a Planned Unit Development within a Residential Resort Community, Lehi, Utah County, Utah, recorded in the Office of the Utah County Recorder as Entry No. 13800:2005. Subject to the Declaration of Protective Easements, Covenants, Conditions and Restrictions recorded in the Office of the Utah County Recorder as Entry No. 13801:2005 (as said Declaration may have heretofore been amended or supplemented).

Together with a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Protective Easements, Covenants, Conditions and Restrictions (as said Declaration may have heretofore been amended or supplemented).

Together with all buildings, 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 principal sum of \$260,654.30, payable to the order of the Beneficiary at the times, in the manner and with interest as therein set forth, and payment of any sums expended or advanced by the 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 fees in 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 reconvevance hereof.

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.

GARDEN DRIVE PROPERTIES, LLC

EN F. BARRS, MANAGER

STATE OF Glith Carolina COUNTY OF Changston

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On the 27th day of April, 2017, personally appeared before me CHRISTEN F. BARRS, MANAGER OF GARDEN DRIVE PROPERTIES, LLC, the signer of the foregoing instrument, who duly acknowledged to me that SHE execute the

same.

My Commission Expires:

Residing at: 215 East BaySt., Swite 500 Charleston, SC 29401