

WHEN RECORDED, MAIL TO:
Triple L Enterprises, LLC
695 North 400 East
Lehi, UT 84043

Ent 471021 Bk 1273 Pg 345-348
Date: 19-NOV-2019 1:34:30PM
Fee: \$40.00 Check Filed By: TC
PEGGY FOY SULSER, Recorder
WASATCH COUNTY CORPORATION
For: CHAVEZ VICTORIA

Space Above This Line For Recorder's Use

TRUST DEED

With Assignment of Rents

THIS TRUST DEED, made this 19th day of November, 2019
Between VICTORIA CHAVEZ, as TRUSTOR,
Whose property address is 299 EAST 100 SOUTH, HEBER CITY UTAH, with
Triple L Enterprises, LLC., as TRUSTEE, and as BENEFICIARY.

TRUSTOR hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF
SALE, the following described property situated in Wasatch County, State of UTAH:

PROPERTY ADDRESS: 299 E 100 S Heber City, Utah 84032

Parcel Number: 00-0004-8616

Serial Number: OHE-0498-0-076-045

LEGAL DESCRIPTION:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, IN BLOCK 76, OF THE HEBER CITY
SURVEY OF BUILDING LOTS; AND RUNNING THENCE NORTH 88°58' WEST 55.32 FEET;
THENCE NORTH 0°48' EAST 100 FEET; THENCE SOUTH 88°58' EAST 55.32 FEET; THENCE
SOUTH 0°48' WEST 100 FEET; TO THE PLACE OF BEGINNING.

Which has the address of: 299 E 100 S Heber City, Utah 84032 ("Property Address");

Together with all buildings, fixtures and improvement thereon and all water rights, rights of way,
easements, rent, issues, profits, income tenements, hereditaments, privileges and appurtenances thereunto
now and hereafter used or enjoyed with said property, or any part thereof.

FOR THE PURPOSE OF SECURING payment of indebtedness evidenced by a promissory note of
even date herewith, in the principal sum of \$32,500.00 payable to the order of Beneficiary at the times, in
the manner and with interest as therein set forth, and payment of any additional sums expended or advanced
by Beneficiary as detailed in the note and to protect the security hereof.

TO PROTECT THE SECURITY OF THIS TRUST DEED TRUSTOR AGREES:

1. Trustor agrees to pay all taxes and assessment on the described property, to pay all charges and assessments on water or water stock used on or with said property, not to commit waste. Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor, under this numbered paragraph, is authorized to accept as true and conclusive all facts and statement therein, and to act thereon hereunder.
2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and insurance proceeds, or any part thereof, maybe applied by Beneficiary, at its option to reduction of the indebtedness herby secured or to the restoration or repair of the property damaged.
3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.
4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the right or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.
5. Should Trustor fail to make any payment or to do any act as herein provided, the Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may; Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposed; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights of powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including cost of evidence of title, employ counsel, and pay their reasonable fees.
6. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of twenty percent (28%) per annum until paid, and the repayment thereof shall be secured hereby.

IT IS MUTALLY AGREED THAT:

1. At any time from time to time upon written request of the Beneficiary, payment of its fees and presentation of this Trust Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting the Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.
2. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.
3. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages, on real property and Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.
4. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part hereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.
5. This Trust deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledge, of the note secured hereby. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and /or neuter, and the singular includes the plural.

Indemnity. Borrower hereby agrees to indemnify and hold Lender harmless from all loss, damage and expense, including court costs and attorneys' fees, arising from claims, demands, actions and suits, whether at law or in equity, asserted or brought against Lender based on, growing out of, or in any way connected with (i) Borrower's failure to complete any proposed construction on the Property, (ii) Borrower's failure to pay for the labor and materials used or required for the completion of said construction, and (iii) alleged defects in any building, structure, or other improvement erected or constructed on the Property due to, without limitation, faulty materials, faulty workmanship or defective design.

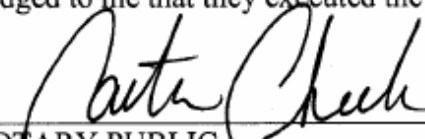
Dated this 19th day of November, 2019.



VICTORIA CHAVEZ

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this 19th day of November, 2019, personally appeared before me, Victoria Chavez, the signer of this Promissory Note, who duly acknowledged to me that they executed the same.



NOTARY PUBLIC

