

File No. 17107  
When recorded, mail to:  
ENLIGHTEN LLC  
\*Orem, Utah 84058\*



ENT 52756:2017 PG 1 of 2  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2017 May 31 4:17 pm FEE 12.00 BY MA  
RECORDED FOR ENLIGHTEN LLC

### TRUST DEED

THIS TRUST DEED is made this 26 day of May, 2017 between DAVID TYLER, as Trustor, whose address is, MOUNTAINLAND TITLE INSURANCE AGENCY, LLC as Trustee, and ENLIGHTEN, LLC, as Beneficiary.

Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following property situated at the address of 316 North 1100 East, Orem, Utah 84097, and more particularly described as:

Lot 6, Plat A, FAMILY VILLAGE SUBDIVISION, according to the official plat thereof as recorded in the Utah County Recorder's office.

Tax Serial No. 39:004:0006

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 \$16,922.44 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 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.

Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

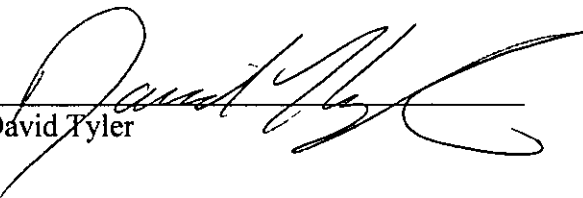
Upon any event of default, Beneficiary, as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Trust Estate, shall have

the right to apply to any court having jurisdiction to appoint a receiver of the Trust Estate, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver shall act without undertaking or bond, and shall have all the usual powers and duties of receivers in similar cases and all powers and duties of Beneficiary, and shall continue as such and exercise all such powers until the date of confirmation of sale of the trust estate unless such receivership is sooner terminated.

If all or any part of the property or an interest therein is sold or transferred by trustor without lender's prior written consent, lender may at lender's option declare all the sums secured by this deed of trust to be immediately due and payable.

If this note is collected by an attorney after default in the payment of principal or interest, either with or without suit, the undersigned, jointly and severally, agree to pay all costs and expenses of collection including a reasonable attorney's fee, including any such fees and costs incurred by Holder in any bankruptcy proceeding.

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.

  
\_\_\_\_\_  
David Tyler

STATE OF UTAH )  
                          ) ss.  
County of Utah )

On the 26<sup>th</sup> day of May 2017, personally appeared before me David Tyler, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

  
\_\_\_\_\_  
Notary Public  
I reside in Salt Lake County

