

Recorded at request of Mountain Bell Fee Paid \$ 4.00 M.S.T. & T. CO. FORM 7321 (9-70)U
 Date APR 23 1981 at 7:00 AM CAROL DEAN PAGE Recorder Davis County
 By Grace Van Sueden Deputy Book 264 Page 1007 R/W

590788

RIGHT-OF-WAY EASEMENT

S 1/2 - 22
NE - 27 } 2N-1W

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of

TEN AND NO/100 dollars (\$ 10.00) in hand paid by the

Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and conveys unto The Mountain States Telephone and Telegraph Company, a Colorado corporation, 931 14th Street, Denver, Colorado, 80202, Grantee, its successors, assigns, lessees, licensees and agents, a Right-of-Way Easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, as said Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to-wit:

A six foot easement being three feet on each side of the following described centerline:

Commencing at a point that is one foot West and 425 feet, more or less, south of the Section corner common to Sections 22, 23, 26 and 27, Township 2 North, Range 1 West, Salt Lake Base and Meridian; thence running North 447 feet, thence West 1273 feet; thence North 8 feet; thence South 8 feet; thence West 2687 feet, more or less, thence North 8 feet; thence South 8 feet; thence West 1390 feet, more or less, thence North 15 feet to end,

Plotted
C. A. Morgan
Compared
Pt 06-030-0003

Abstracted Indexed Entered
 situate in County of DAVIS, State of UTAH

TOGETHER with the right of ingress and egress over and across the lands of the Grantor to and from the above-described property, the right to clear and keep cleared all trees and other obstructions as may be necessary ~~and the right to permit other utility companies to use the right-of-way jointly with Grantee for their utility purposes.~~

The Grantor reserves the right to occupy, use, and cultivate said property for all purposes not inconsistent with the rights herein granted.

Platted C. A. Morgan Compared
 Signed and delivered this 26TH day of MARCH A.D. 1981

At SALT LAKE CITY, UTAH H. B. Stafford
President

STATE OF UTAH }
 County of Salt Lake } ss.

On the 26TH day of MARCH, A.D. 1981, personally appeared before me H. B. STAFFORD - PRESIDENT OF JORDAN

FUR. & RECLAMATION Co.
 the (signer) (signers) of the above instrument, who duly acknowledged to me that (he) (she) (they) executed the same.

WITNESS my hand and official seal this 26TH day of MARCH 1981

My commission expires 11-11-84

Jack W. Johnson
 Notary Public

so said & i
 20 by 30960, Nov 213-C
 AX 54125

ASSIGNMENT OF VENDEE'S INTEREST IN LAND CONTRACT **1008** 590789

ASSIGNOR(S)/GRANTOR(S):

ACCOUNT NUMBER
95300883 file 2253

ASSIGNEE: AVCO FINANCIAL SERVICES

LAST NAME WORRELL	FIRST STEVEN	INITIAL A	SPOUSE'S NAME LEE
MAILING ADDRESS 109 Deacon Ave.	STREET	CITY Layton,	STATE Utah
		ZIP 84041	

OF UTAH, INC.

310 South State Street

Clearfield, UTAH

THIS ASSIGNMENT, made this 16 day of April, 19 81, between Steven A & Lee Worrell

ASSIGNOR whose address is stated above, and AVCO FINANCIAL SERVICES OF UTAH, INC. as ASSIGNEE. WITNESSETH: That Assignor ASSIGNS, TRANSFERS and CONVEYS all of Assignor's interest in a land contract to purchase certain premises, dated _____, 19 _____

and executed by and between Assignor and FRED E. WORRELL AND MARY W. WORRELL

together with any interest which Assignor may subsequently acquire or obtain in said premises, situated in Layton, Davis County, State of Utah, as described below:

All of Lot 10, AMENDED PLAN OF Block 3, SKYLINE SUBDIVISION, a subdivision of part of Section 21, Township 4 North, Range 1 West, Salt Lake Meridian, in the City of Layton, County of Davis, State of Utah, according to the official plat thereof.

Situate in Davis County, State of Utah.

Property known as : 109 Deacon Ave., Layton, Utah 84041

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Entered

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Compared

Together with all buildings and improvements now or hereafter erected thereon, the appurtenances and hereditaments thereunto belonging, the rents, issues, profits thereof, and all fixtures thereto including all heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this Assignment, shall be deemed real property, subject to the lien hereof all of which is referred to hereinafter as the "premises".

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereto belonging to assignor and his heirs, executors, administrators, successors and assigns, for the uses and purposes following, and none other.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Assignor contained herein; (2) Payment of the principal sum with interest as provided in accordance with the terms and provisions of a Promissory Note/Loan Agreement (hereafter referred to as "Promissory Note") dated 4-16-81, and having the date of its final payment due on 4-25-86, or as extended, deferred or rescheduled by renewal or refinancing, herewith executed by Assignor and payable to the order of Assignee, to which Promissory Note reference is hereby made; (3) Payment of

any additional advances in a principal sum not exceeding, and this Assignment shall not secure more than the aggregate sum of \$ 6965.21, as may be hereafter loaned by Assignee to Assignor, or any of them, with interest thereon at the highest rate allowed by law. This paragraph shall not constitute a commitment to make additional loans in any amount; (4) Any other indebtedness or obligation of the Assignor, or any of them, to Assignee, and any present or future demands of any kind or nature which the Assignee or its successors may have against the Assignor, or any of them, whether created directly or acquired by assignment, whether absolute or contingent, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; (5) The payment of any money that may be advanced by the Assignee to Assignor or to third parties, with interest thereon at the highest rate allowed by law, where the amounts are advanced to protect the security or in accordance with the covenants of this Assignment.

All payments made by Assignor on the obligation secured by this Assignment shall be applied in the following order:

FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Assignor.

SECOND: To the payment of interest due on said loan.

THIRD: To the payment of principal.

TO PROTECT THE SECURITY HEREOF, ASSIGNOR COVENANTS AND AGREES: (1) to keep said premises insured against fire and such other casualties as the Assignee may specify, up to the full value of all improvements for the protection of Assignee in such manner, in such amounts, and in such companies as Assignee may from time to time approve, and to keep the policies therefor, properly endorsed, on deposit with Assignee, and that loss proceeds (less expenses of collection) shall, at Assignee's option, be applied on said indebtedness, whether due or not, or to the restoration of said improvements. (2) To pay all taxes and special assessments of any kind that have been or may be levied upon said premises, or any part thereof, or upon the debt secured hereby, or upon the interest of Assignee in said premises or in said debt, and procure and deliver to Assignee ten (10) days before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments. (3) In the event of default by Assignor under Paragraphs 1 or 2 above, Assignee, at its option (whether electing to declare the whole indebtedness secured hereby due and collectible or not), may (a) affect the insurance above provided for and pay the reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof; and (c) such disbursements shall be deemed a part of the indebtedness secured by this Assignment and shall be immediately due and payable by Assignor to Assignee; (4) To keep the buildings and other improvements now existing or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to laws, ordinances or regulations of proper public authority, and to permit Assignee to enter at all reasonable times for the purpose of inspecting the premises, to complete within one hundred eighty days or restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor provided, however, Assignor shall obtain Assignee's prior written consent to any improvement on said premises; (5) That he will promptly pay the indebtedness secured hereby, in full compliance with the terms of said Promissory Note and this Assignment, and that the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed, and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person for the payment of said indebtedness or the lien of this instrument upon the remainder of said premises for the full amount of said indebtedness then remaining unpaid, and no change in the ownership of said premises shall release, reduce or otherwise affect any such personal liability or the lien hereby created; (6) That Assignee is hereby authorized and empowered at its sole discretion to make good all of the obligations of the Assignor under the land contract covered herein and thereupon to require the Vendor thereunder to convey said premises as provided in the land contract to the Assignee.

IT IS MUTUALLY AGREED THAT: (1) If the said Assignor(s) shall fail or neglect to pay installments on said Promissory Note as the same may hereafter become due, or upon default in the performance of any agreement hereunder or in the land contract or upon sale or other disposition of the land contract or the premises by Assignor, or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the land contract, then all sums owing by the Assignor to the Assignee under this Assignment or under the Promissory Note secured hereby shall immediately become due and payable at the option of the Assignee on the application of the Assignee or its assigns, or any other person who may be entitled to the monies due thereon. In the event of such default, Assignee may foreclose this Assignment in the manner provided by law for real estate mortgages to satisfy the obligations hereof, including (1) the cost and expenses of the sale, including the payment of Attorney's fees; (2) cost of any evidence of title procured in connection with such sale; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at the highest rate allowed by law; (4) all other sums then secured hereby; and (5) the remainder, if any, to person or persons legally entitled thereto.

Recorded at request of
 APR 23 1981
 9:05 AM CAROL DEAN PAGE Recorder
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- (2) Assignor agrees that upon conveyance during the effectiveness of this Assignment to Assignor, his heirs, successors, or assigns, of a deed to the property covered by the land contract referred to above, this Assignment will secure said property and Assignor, his heirs, successors, or assigns, will upon request execute an encumbrance upon said property in favor of Assignee upon terms consistent with the terms of this Assignment as security for the then unpaid balance hereunder.
- (3) Upon payment in full by said Assignor of his indebtedness hereunder, Assignee shall cancel and release this Assignment.
- (4) Should said property or any part thereof be taken by reason of any public improvement or condemnation proceeding Assignee shall be entitled to all compensation, awards, and other payments or relief therefor.
- (5) Notwithstanding anything in this Assignment or the Promissory Note secured hereby to the contrary, neither this Assignment nor said Promissory Note shall be deemed to impose on the Assignor(s) any obligation of payment, except to the extent that the same may be legally enforceable; and any provision to the contrary shall be of no force or effect.
- (6) All Assignors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Assignment shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Assignment to the singular shall be construed as plural where appropriate.
- (7) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.
- (8) If any Debtor is a married woman, she represents and warrants that this instrument has been executed on her behalf, and that she has not executed the same as surety for another.
- (9) Any wording in this Assignment providing for the recovery by the Assignee of attorney's fees and costs not withstanding, the Assignee shall be entitled to recover collection expenses of any kind, including but not limited to attorney's fees, as allowed by law.

IN WITNESS WHEREOF, Assignor has to these presents set hand and seal this _____ day of _____ 19_____
 Signed, sealed and delivered in the presence of:

 Assignor-Borrower (SEAL)

 Assignor-Borrower (SEAL)

 Witness

 Witness

STATE OF UTAH
 County of San Juan

On this 16 day of April, 1981, Personally appeared before me, the undersigned notary public, the above named Stewart W. Howell and Linda Howell the signer(s) of the within instrument, who duly acknowledged to me that he/she (they) executed the same.

Before me: (SEAL) Delores Pace My Commission expires 4/16/84
 Notary Public for Utah

**ASSIGNMENT OF
 VENDEE'S INTEREST
 IN LAND CONTRACT**

STATE OF UTAH
 County of _____

I certify that the within instrument was received for record on the _____ day of _____ 19_____
 o'clock _____ M., and recorded in book _____ on page _____ Record of Mortgage of said County.

Witness my hand and seal of County affixed.

By _____ Deputy