

When recorded, mail to
WILLIAMS PROPERTIES
4626 Brookwood Circle
Salt Lake City, Utah
84117

Recorded NOV - 7 1978 at 4:50 p.m.
Request of William's Properties
KATIE L. DIXON, Recorder
Salt Lake County, Utah
\$ 400 By Evelyn Thompson Deputy
REF. Evelyn Thompson

3193775 Deed Of Trust Non-Assumption Agreement

ROBERT N. WILLIAMS AND DOLORES R. Loan No. _____
WHEREAS, WILLIAMS, dba WILLIAMS PROPERTIES (hereinafter designated the Company) is lending the sum of \$ 15,000.00*** (Fifteen Thousand and no/100 Dollars) to the undersigned and to evidence their obligation to repay said sums unto the COMPANY, the undersigned are executing and delivering unto the COMPANY their promissory note bearing date of November 6 1978, in said principal amount and in order to secure the payment of the indebtedness evidenced by said promissory note, the undersigned are executing and delivering unto the COMPANY a deed of trust upon certain real property situate in Salt Lake County, Utah, described as follows:

Beginning at the Northwest corner of Lot 15, SPRING CREEK SUBDIVISION, said point of beginning being North 1042.91 feet and East 3576.30 feet from the South quarter corner of Section 3, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 19°50'34" West 173.06 feet; thence South 78°38' West 39.48 feet; thence North 15°59'30" West 103.19 feet; thence North 38°15' East 114.65 feet; thence North 59°50' East 29.68 feet; to a point of a curve to the left on the West line of Live Oak Circle, the center of said curve being North 69°00' East 65.0 feet; thence Southeasterly along the arc of said curve and West line, 45.45 feet to the point of beginning.

and

WHEREAS, the COMPANY is lending said sum of money unto the undersigned not only upon the security of said deed of trust, but also upon other consideration as hereinafter set forth.

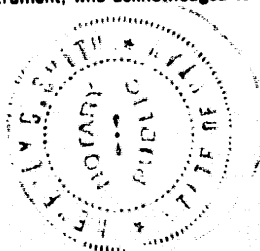
NOW, THEREFORE, in consideration of the premises and as an essential and integral part of the transaction evidenced by said promissory note and deed of trust, the undersigned, jointly and severally, agree that in the event any or all of the undersigned convey and/or enter into any contract for the conveyance of said real property, or any interest therein to any third person or persons or to any firm or corporation, the COMPANY shall thereupon have the right without notice or demand and in its exclusive, absolute and final judgment, to (1) declare the entire remaining unpaid balance owing under said promissory note immediately due and payable and exercise any and all legal remedies available to the COMPANY under said promissory note and mortgage in the event of default; or (2) may require thenceforth for the life of the deed of trust note the payment of an amount of interest equal to the then prevailing mortgage loan interest rate offered by the COMPANY, as a substituted rate of interest for that stated in said note. The right hereby conferred upon the COMPANY is in addition to all other rights given and granted unto it by the terms of said promissory note and deed of trust.

DATED at Salt Lake City, Ut this 6th day of November 1978

Jerome L. Felton
Marsha D. Felton

STATE OF UTAH }
COUNTY OF Salt Lake } ss.

On this 6th day of November 1978, before me, a Notary Public in and for said State, personally appeared Jerome L. Felton and Marsha D. Felton the signers of the above instrument, who acknowledged to me that they executed the same.



Notary Public for Utah [Signature]
Residing at Salt Lake, Utah
Commission Expires 6-26-82

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