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10/22/2007 10:21 AM \$12.00  
Book - 9528 Pg - 3185-3186  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
LAWRIE GREENE  
4655 SYCAMORE DRIVE  
HOLLADAY UT 84117  
BY: EPM, DEPUTY - WI 2 P.

When recorded Mail To:  
Legends Title LLC.  
193 E. Fort Union Boulevard Suite 200  
Midvale, Utah 84107

Space above this line for Recorder's use

Tax ID No. 16-15-401-003

### Trust Deed

**THIS TRUST DEED** is made this 1<sup>st</sup> day of January, 2007, between TED COOPER, as TRUSTOR, whose address is 2001 South 2300 East, SALT LAKE CITY, UT 84108, Legends Title L.L.C, as TRUSTEE, AND R.L. HUNSAKER AND MARILYN M. HUNSAKER, AS BENEFICIARY whose address is 1874 CASINO WAY, SALT LAKE CITY, UTAH 84121.

Trustor hereby **CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE**, the following described property situated in Salt Lake County, Utah:

**LOT 10, BELVIEW SLOPES PLAT "A", ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.**

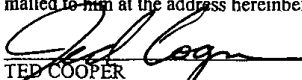
TAX ID# 16-15-401-003

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 \$300,000.00 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 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.


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.

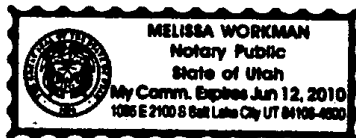
  
TED COOPER

State of Utah                    }  
  } ss.  
County of Salt Lake         }

On the 11<sup>th</sup> day of October, 2007, personally appeared before me, TED COOPER, the signer(s) of the above Trust Deed, who being personally known to me, or of whose identity was proven to me, who duly acknowledged to me that he/she executed the same (and if a corporation, the executing officer(s) being duly sworn acknowledged that they were the officer(s) or agent(s) of the corporation as above specified and that the instrument was executed on behalf of such corporation by authority of its By-Laws or resolution duly adopted).

Witness my hand and official seal.

  
Notary Public



## Trust Deed Note

**FOR VALUE RECEIVED**, the undersigned, jointly, and severally, promise to pay to the order of **R.L. HUNSAKER AND MARILYN M. HUNSAKER**, the sum of **Three Hundred Thousand dollars and Zero cents (\$300,000.00)** together with interest from the date hereof at the rate of **SEVEN (7.0%)** per annum on the unpaid principal, said principal and interest payable as follows:

- 1) 360 Payments in the amount of \$1995.91, made payable on the 1<sup>st</sup> of each month beginning January 1, 2007 and ending on December 1, 2036.
- 2) The makers of this note shall have the right to prepay any portion or the entire indebtedness, without premium or fee.

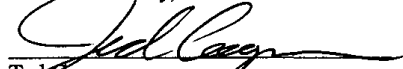
A late payment penalty of \$50.00 of any payment due shall be assessed against the Maker if said payment has not been received within 15 days of the due date. Each payment shall be credited first to any late payments due, then to accrued interest due and the remainder to principal.

If default occurs in the payments of said installments of principal and interest or any part thereof, or in the performance of any agreement contained in the Trust Deed securing this note, the holder hereof, at its option and without notice or demand, may declare the entire principal balance and accrued interest due and payable.

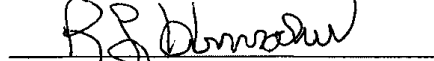
If this note is collected by an attorney after default in the payment of principal or interest, either with or without suit, the undersigned, jointly and severally, agree to pay all costs and expenses of collection including a reasonable attorney's fee.

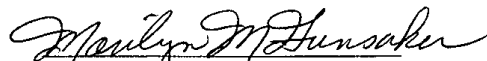
The makers, sureties, guarantors and endorsers hereof severally waive presentment for payment, demand and notice of dishonor and nonpayment of this note, and consent to any and all extensions of time, renewals, waivers or modifications that may be granted by the holder hereof with respect to the payment or other provisions of this note, and to the release of any security, or any part hereof, with or without substitution.

This note is secured by a Trust Deed of even date herewith encumbering real property located in ~~Salt Lake~~ County, State of Utah.

  
Ted Cooper

APPROVED BY:

  
R.L. Hunsaker

  
Marilyn M. Hunsaker