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Rhonda Francis Summit County Recorder

08/04/2023 11:30:56 AM Fee \$40.00

By STEWART TITLE OF UTAH

Electronically Recorded

**WHEN RECORDED RETURN TO:**

Bernhard J Gaarsoe  
15753 Nested Cv  
Draper, UT 84020

Parcel I.D. # SU-I-70

**TRUST DEED**

THIS TRUST DEED is made this 1st day of August, 2023, between Creation Holdings LLC, whose address is 6604 W 200 N, Layton, UT 84041, as Trustor, Stewart Title of Utah, Inc., as Trustee, and Bernhard J Gaarsoe, whose address is 15753 Nested CV Draper Utah 84020, as Beneficiary.

Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following-described property situated in Summit County, State of Utah:

LOT 70, SUMMIT PARK, PLAT "F", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

Tax ID No. SU-I-70 (shown for informational purposes only)

Property address: 360 Upper Evergreen Drive, Park City, UT 84098

Together with all buildings, fixtures, and improvements thereon and all water rights, rights-of-way, easements, rents, issues, profits, income, tenements, hereditament, 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 Seventy Five Thousand (\$75,000.00), 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 mortgage payments in a timely manner, all accruing 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.

Trustor agrees that he will not transfer, convey, or pledge any interest in the real property referenced herein while any debt is owed by Trustor to Beneficiary and that in the event any such transfer, conveyance, or pledge is made, all sums secured by this Trust Deed shall be immediately due and payable to Beneficiary.

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.

Creation Holdings LLC



By:

Jason Lewis, managing member

State of Utah  
County of Summit

On this 1st day of August, 2023, personally appeared before me, the undersigned Notary Public, Jason Lewis, the managing member of Creation Holdings LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



Notary Public  
My commission expires:  
10/21/2024

Pavaso, Inc.



**KORI A CANNON**  
Notary Public  
State of Utah  
My Commission Expires:  
October 21, 2024  
Commission #: 714643

Notarized remotely via audio/video communication