

12090600  
7/13/2015 2:31:00 PM \$29.00  
Book - 10342 Pg - 8245-8254  
Gary W. Ott  
Recorder, Salt Lake County, UT  
MONUMENT TITLE INS. CO.  
BY: eCASH, DEPUTY - EF 10 P.

After recording, return to:

Community Development Fund of Utah  
501 East 1700 South,  
Salt Lake City, Utah 84105-2915

15/124 JD5

----- [Space Above This Line for Recording Data] -----

### TRUST DEED

#### with Power of Sale and Assignment of Rents

This Trust Deed (herein so called) is executed to be effective as of the 10 day of July, 2015 (the "Effective Date"), by Julie A. Frenette, a single woman, (whether one or more, "Borrower"), whose address is **408 East 1700 South, Salt Lake City, UT 84115** for the benefit of Community Development Fund of Utah, Inc., a Utah nonprofit corporation (together with its successors and assigns, "Lender"), whose address is 501 East 1700 South, Salt Lake City, Utah 84105-2915.

### WITNESSETH

A. Borrower is the owner of that certain real property located at **408 East 1700 South, Salt Lake City, UT 84115** (the "Land"), which Land is more particularly described as follows, situated in Salt Lake County, Utah:

**Lot 28 and 29, Avondale Park Subdivision, according to the official plat thereof, filed in Book "B" of Plats, at Page 1333 of the Official Records of Salt Lake County Recorder.**

Tax ID # **16-18-261-002**

B. Borrower is indebted to Lender as evidenced by that certain Note of even date herewith in the original principal sum of **\$21,800.00** (the "Note"), and desires to secure the indebtedness of the Note with the lien of this Trust Deed.

**NOW, THEREFORE, BORROWER**, for good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby irrevocably grant, bargain, sell, transfer, convey and assign to TRUSTEE IN TRUST, WITH POWER OF SALE, the real property (the "Property"), described on Exhibit A; together with all the estate, right, title and interest of Borrower in and to the Land and any and all of Borrower's right, title and interest, if any, in and to the easements, hereditaments, reversions, remainders, rents, issues, profits, royalties, mineral, oil and gas rights and profits, and water and water rights pertaining thereunto; and together with all buildings, structures or other improvements existing or hereafter constructed upon the Land; and together with all fixtures now or hereafter owned or acquired by Borrower and incorporated in or annexed to the Land, including, but not limited to, gas and electric fixtures, radiators, heaters, engines and machinery, boilers, elevators, incinerators, pipes, faucets and other plumbing and heating fixtures, ventilating apparatus, air conditioning equipment, heating equipment, doors, rugs, carpets and other floor coverings, fencing and all additions thereto and replacements thereof (collectively and with the Land, the "Property"), all of which shall be deemed to be and remain a part of the Land and are hereby covered by the lien of this Trust Deed.

**TO HAVE AND TO HOLD** the same unto Lender forever for the purpose of securing, in such order of priority as Lender or lenders may determine: (a) payment of the indebtedness evidenced by the Note, including any and all extensions or renewals thereof, (b) all advances, with interest thereon, required or permitted by the terms hereof in order to protect the Property or the lien and security interest therein; and (c) the performance of all agreements, covenants and warranties of Borrower contained in this Trust Deed and the Note.

**BORROWER COVENANTS** that Borrower is well seized of the Property, that Borrower has good right and full power and lawful authority to convey and mortgage the Property, that the Property is free and clear of all liens and encumbrances whatsoever, except for those liens and encumbrances to which Lender has agreed, subject to patent reservations, restrictions and easements of record as of the date hereof, and that Borrower shall and shall warrant and forever defend the title to the Property and the quiet and peaceful possession of Lender to the Property against all and every person claiming the whole or any part thereof.

**BORROWER FURTHER COVENANTS** with Mortgagees as follows:

1. **Payment of Principal and Interest:** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note and any and all advances made by Mortgagees to protect the Property under this Trust Deed, together with interest thereon at the rate set forth in the Note.

2. **Taxes, Assessments and Charges:** Borrower shall pay when due all taxes of every kind and nature, including real and personal property taxes and income, withholding, profit and gross receipts taxes; all general and special assessments and levies; all permit, inspection and license fees; all water, sewer, gas, electric and other utility charges; and all other public charges imposed upon or assessed against Borrower or the Property, or any part thereof, or upon revenues, rents, issues, income and profits of the Property arising from the use, occupancy or possession of the Property.

3. **Insurance:** Borrower shall procure and maintain the following insurance coverage, with endorsements naming Lender as an additional insured or loss payee under a standard mortgagee clause: fire and extended coverage insurance on all improvements now or hereafter constructed in, on or under the Property in an amount reasonably acceptable to Lender, with endorsements for vandalism and malicious mischief and floods or flooding. Borrower shall pay all premiums on insurance coverage required hereby when due. All insurance policies required hereby must be written by insurance companies acceptable to Lender, shall not contain any exceptions to coverage not approved by Lender, and must contain a provision requiring at least thirty (30) days prior written notice of cancellation to Lender. Borrower shall, upon request from Lender, provide written evidence of the maintenance of the insurance required by this paragraph.

4. **Application of Insurance Proceeds:** In the event of any loss or damage to the Property which is covered by insurance required by this Trust Deed, and upon collection of the insurance proceeds, the proceeds of all insurance policies, after deduction of the cost and expenses of collection, shall be applied toward the repair and restoration of the Property to the same condition as existed prior to the damage or destruction; provided that should Lender reasonably determine that such insurance proceeds are not sufficient to fully restore and repair the Property as aforesaid, or, if Borrower is in default under the Note, this Trust Deed or any other loan document evidencing or securing the indebtedness evidenced by the Note, then in either of such events, Lender shall have the option to apply the entire insurance proceeds, or any portion thereof, to the indebtedness then secured by this Trust Deed and to pay the excess, if any, to Borrower.

5. **Condemnation Awards:** In the event the Property, or any portion thereof, is taken under the power of eminent domain or by condemnation, Borrower hereby irrevocably assigns to Lender all of Borrower's right and interest in the entire proceeds of any such taking or condemnation.

6. **Application of Condemnation Proceeds:** If there is a total taking or condemnation of the Property, Lender shall, after deduction of any collection costs, apply the condemnation proceeds to the indebtedness then secured by this Trust Deed and pay the excess, if any, to Borrower. If there is a partial taking or condemnation of the Property, Lender shall, after deduction of any collection costs, apply the condemnation proceeds to the repair and restoration of the Property and then toward the reduction of the indebtedness secured by this Trust Deed. Provided, however, that should Lender reasonably determine that such taking or condemnation has rendered the Property unfit for use as Borrower's primary residence; or should Lender reasonably determine that such condemnation proceeds are not sufficient to fully repair and restore the Property as aforesaid and Borrower fails or refuses to deposit with Lender, within thirty (30) days of receipt of written demand to do so, such additional funds as Lender shall determine are necessary to accomplish such repair and restoration; or, if Borrower is in default under the Note, this Trust Deed or any other loan document evidencing or securing the indebtedness evidenced by the Note, then in any such event, Lender shall have the option to apply the entire amount of such condemnation proceeds to the indebtedness then secured by this Trust Deed.

7. **Advances by Lender:** If Borrower should fail to perform, in whole or in part, any one or more of the covenants herein contained, Lender may do, but is not obligated to do, any and all things required by Borrower under any such covenant. If any such breach of covenant or default of Borrower can be cured by the payment of money, Lender may, but is not obligated to, advance such sums of money as Lender, in its sole discretion, shall determine to be necessary to cure such default, including, but not limited to, the payment of any tax, lien, assessment or charge asserted against the Property, the payment of any insurance premiums required hereby, the payment of any sums necessary to cure defaults of Borrower under any agreement with respect to the Property or any portion thereof, and the payment of any amounts deemed necessary by Lender to keep the Property in good order and repair or to prevent waste. Lender shall have sole discretion as to the necessity for making any such payment and shall be without obligation to inquire as to the validity of any tax, assessment, lien or charge asserted against the Property. Any such amounts so expended by Lender pursuant to this provision shall be termed "advances"; and the making of any such advance shall not operate as a waiver of any right to accelerate debt maturity because of such breach of covenant or default on the part of Borrower in connection with which such advance is made. Should Borrower fail, neglect or refuse, within fifteen (15) days after receipt of written demand, to reimburse Lender for any advance made on behalf of Borrower, the amount of any such advance shall be added to the indebtedness secured by this Trust Deed, with interest at the rate specified in the Note from the date of the advance until the amount of the advance is repaid.

8. **Maintenance and Repair of Property:** Borrower shall not commit, suffer or permit any impairment or deterioration of the Property or any building, structure or other improvement now or hereafter constructed thereon, and shall maintain the Property and all buildings, structures and other improvements in good order and repair for so long as any amounts remain unpaid under the Note, this Trust Deed or any other loan document evidencing or securing the indebtedness evidenced by the Note.

9. **Compliance with Laws and Restrictions:** Borrower shall not do, nor permit to be done, upon the Property any act in violation of any applicable federal, state or local law, statute, rule, regulation or code or in violation of any restrictive covenant binding upon Borrower or the Property. Borrower shall not do, nor permit to be done, upon the Property any act that may impair the value of the Property or Lender's lien and security interest under this Trust Deed. Borrower shall not create nor permit any nuisance to be maintained upon the Property.

10. **Hazardous Substances:** Borrower shall comply in all respects with all Environmental Laws (as defined below) applicable to the Property and shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances (as defined below) on or in the Property in violation of any applicable Environmental Law. Borrower shall furnish to Lender, within five (5) days after receipt, a copy of any communication from any governmental agency concerning any Environmental Law affecting the Property. **“Environmental Laws”** includes any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment. **“Hazardous Substances”** means materials or substances that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment. **“Hazardous Substances”** includes without limitation any and all hazardous or toxic substances, materials or waste as defined in any Environmental Law and also includes petroleum and petroleum by-products, any fraction thereof, and asbestos.

11. **Right to Inspect Property:** Lender and its agents shall have the right, on reasonable notice and at all reasonable times, to enter upon and inspect all portions of the Property.

**12. Additional Borrower Representations, Warranties and Covenants:**

(a) Borrower shall live in the Home (as defined below) on the Property as Borrower's principal residence until the entire amount outstanding under the Note and this Trust Deed is paid in full, with such occupation to begin not more than 60 days after the date of this Trust Deed;

(b) Borrower shall not use the Home in a trade or business, as investment property or as a recreational second home; and

(c) Borrower represents and warrants that all statements made and information provided by Borrower to Lender in connection with Borrower's loan application were true and correct when made or provided and are true and correct on the date hereof, except as otherwise disclosed by Borrower to Lender in writing on or prior to the date hereof.

13. **Due on Sale:** Upon (a) the sale or transfer of the Property or any portion thereof or improvement thereon or (b) the refinancing of any loan secured by a lien having priority over Lender's lien, the entire principal amount and accrued, unpaid interest due on the Note shall be immediately due and payable to Lender, unless Lender has approved, in its sole discretion and upon such terms as Lender may require, the assumption of the loan evidenced by the Note by the purchaser or transferee of the Property.

14. **Events of Default:** Upon the occurrence of any one of the following events (each an **“Event of Default”**), Lender may accelerate the maturity of all indebtedness then secured by this Trust Deed and declare the whole thereof immediately due and payable by Borrower, and such indebtedness may thereupon be collected by suit or other proceedings, including, but not limited to, the foreclosure of this Trust Deed:

(a) the failure by Borrower to pay any amount due or perform any covenant required to be performed under the Note, this Trust Deed or any other loan document evidencing or securing the indebtedness evidenced by the Note;

(b) the failure of Borrower to pay and reimburse Lender, upon demand, for any advances, with interest thereon, as specified herein;

(c) Borrower's use of any loan proceeds advanced under the Note for any purpose other than for the payment of costs related to Borrower's purchase or improvement of the Property;

(d) a breach by Borrower or any representation or warranty made by Borrower in the Note, this Trust Deed or any other loan document evidencing or securing the indebtedness evidenced by the Note or a misrepresentation by Borrower of any information provided to Lender in connection with Borrower's loan application, or Borrower's failure to disclose to Lender any information which Borrower should have known would be material to Lender's decision to extend credit to Borrower;

(e) the occurrence and continuation thereof beyond any applicable grace period of a default under any loan or other encumbrance having priority over the lien of this Trust Deed;

(f) the foreclosure by any other lender of a lien on the Property; or

(g) Borrower shall (i) become insolvent; (ii) admit in writing Borrower's inability to pay its debts as they mature; (iii) make a general assignment for the benefit of creditors; (iv) become the subject (either voluntarily or involuntarily) of an order for relief under the United States Bankruptcy Code or any applicable state law; (v) file a petition to effect a plan or other arrangement with creditors; (vi) file an answer to a creditor's petition in bankruptcy or reorganization admitting the allegations thereof or consenting to a liquidation, reorganization or other arrangement with creditors; (vii) apply to a court for the appointment of a receiver for any of Borrower's assets; (viii) have a receiver appointed for any of Borrower's assets (with or without the consent of Borrower) and fail to cause such receiver to be discharged within 60 days after appointment; or (ix) otherwise become the subject of any federal or state bankruptcy or insolvency proceedings.

**15. Remedies:** Upon the occurrence of an Event of Default and continuation thereof beyond any applicable grace or cure period, Lender may pursue any remedy available under the terms of this Trust Deed or at law or in equity. Lender may do and pay for whatever is reasonable or appropriate to protect the Lender's interest in the Property and/or rights under this Trust, which includes, but is not limited to:

- a. Paying any sums secured by a lien which has priority over this Trust;
- b. Appearing in court;

- c. Paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Trust; and
- d. Paying for reasonable costs to repair and maintain the Property.
- e. In case of abandonment by Borrower, retaking the Property and renting the Property to third parties.

The Lender will at all times retain the right to take action under this Section. However, the Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that the Lender will not incur any liability for not taking any or all actions to perform such tasks. Furthermore, any amounts paid by the Lender will become additional debt of the Borrower secured by this Trust.

**16. POWER OF SALE.** If at any time the Borrower is in default under this Trust, the Lender will have the right and authority to foreclose and force the sale of the Property without any judicial proceeding. Any delay in the exercising of this right will not constitute a waiver to exercise this right at a later date should the Borrower remain in default or subsequently default again in the future.

**17. Foreclosure and Redemption Period:** Any default or breach by Borrower of any covenant, agreement or warranty contained in the Note, this Trust Deed or any other loan documents evidencing or securing the loan evidenced by the Note, or the occurrence of an Event of Default and continuation thereof beyond any applicable grace or cure period, shall entitle Lender to foreclose this Trust Deed pursuant to the laws of the State of Utah. In the event of a foreclosure sale hereunder, Lender may become the purchaser of the Property, or any part thereof, and the proceeds arising from any such sale shall be applied first, to the payment of the costs and expenses of foreclosure, including reasonable attorneys' fees and expenses; second, to the payment of all taxes, assessments, liens, charges, advances, interest and other sums then owing under this Trust Deed; third, to the payment of all accrued and unpaid interest then due under the Note; and, fourth, to the payment of all principal then due under the Note.

**18. Lender in Possession; Appointment of Receiver:** In addition to any other remedies available to Lender under this Trust Deed or afforded by applicable law, Lender shall have the option, upon the occurrence of an Event of Default, to enter and take possession of the Property by judicially-appointed receiver. If foreclosure proceedings are initiated against the Property, Lender shall have the right to have a receiver appointed without regard to the solvency of the Borrower or the value of the Property. Any expenses incurred by Lender in connection with the exercise of Lender's rights described in this paragraph shall be paid from rents and profits, if any, derived from the Property, but should such rents and profits be insufficient to pay such expenses, any amounts advanced by Lender, with interest thereon at the rate specified in the Note from the respective date of each such advance until repaid, shall be added to the indebtedness then secured by this Trust Deed and become subject to the lien of this Trust Deed.

**19. No Waiver:** The failure, omission or forbearance of Lender in exercising any right or remedy under this Trust Deed or afforded by law, upon the occurrence of any default in or breach by Borrower of any covenant, agreement or warranty contained in the Note or this Trust Deed, shall not constitute an implied waiver of any such covenant, agreement or warranty and shall not preclude Lender from exercising any said right or remedy upon the occurrence of a subsequent default or breach by Borrower of the same or a similar covenant, agreement or warranty. Any written or express waiver by Lender of any such default or breach of Borrower shall be operative only to the extent and for the time stated therein.

**20. General Provisions:**

(a) **Co-Borrower.** Any Borrower who is not also a maker on the Note agrees that (i) such Borrower will benefit from the making of the loan evidenced by the Note and secured by this Trust Deed; (ii) such Borrower has co-signed this Trust Deed only to mortgage, grant and convey such Borrower's interest in the Property under the terms of this Trust Deed; (iii) such Borrower is not personally obligated to pay any sums secured by this Trust Deed; and (iv) Lender or any other Borrower or maker of the Note may agree to extend, modify, forbear or make other accommodations with regard to the terms of this Trust Deed without such Borrower's consent.

(b) **Release.** When the indebtedness evidenced by the Note or this Trust Deed is paid in full and if Borrower observes, performs and discharges all of the obligations of Borrower to Lender, then this Trust Deed shall become null and void and shall be released by Lender. It shall be the responsibility of Borrower to cause the release to be filed of record and to pay all costs incident thereto.

(c) **Modification.** No change, amendment, modification, cancellation or discharge of this Trust Deed shall be valid unless in writing, signed by Lender.

(d) **Attorney's Fees and Costs:** Borrower agrees to pay Lender's attorneys' fees, costs and expenses paid or incurred by Lender in enforcing Lender's rights under the Note or this Trust Deed and in any legal action, proceeding or other dispute of any kind in which Lender is made a party or appears as plaintiff or defendant, involving the Note, this Trust Deed, or the Property, including, but not limited to, the foreclosure or other enforcement of the Note or this Trust Deed, any condemnation action, any action to protect Lender's security or liens and any action in bankruptcy or probate.

(e) **Further Instruments:** Borrower shall properly execute and deliver, or cause to be properly executed and delivered, from time to time at the request of Lender all such further deeds, conveyances, mortgages, security agreements, financing statements, assignments of leases now existing or hereafter entered into and covering all or portions of the Property, transfers and such other assurances as the Lender may require for better assuring, mortgaging, pledging, assigning and confirming unto the Lender the Property, the title thereto or Lender's lien thereon.

(f) **Severability:** If any provision of this Trust Deed shall be determined to be inoperative under law, all remaining provisions of this Trust Deed shall remain in full force and effect.

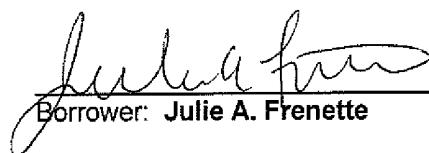
(g) **Notices:** All notices, demands or requests permitted or required to be given under the provisions of this Trust Deed shall be mailed by certified first class mail, overnight delivery service or personal delivery, addressed to each party at its address set forth in the first paragraph of this Trust Deed or to such other address as a party may provide by notice given to the other party hereto in accordance with the provisions of this paragraph. Notice given by first class mail shall be deemed given three (3) days after the same is deposited in the mail, postage prepaid, and notice given by overnight delivery service or personal delivery shall be deemed given upon delivery.

(h) **Time of Essence:** Time is of the essence with respect to the performance and payment by Borrower of all obligations under the Note and this Trust Deed.

(i) **Benefit:** The covenants, agreements and warranties contained in this Trust Deed shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors in interest and assigns of Borrower and Lender.

(j) **Governing Law.** This Trust Deed shall be governed by and construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, Borrower has executed this Trust Deed to be effective as of the Effective Date.



Borrower: Julie A. Frenette

STATE OF UTAH }  
; ss.  
COUNTY OF SALT LAKE }

On the 11 day of July, 2015, personally appeared before me  
Julie A. Frenette, the signer(s) of the  
foregoing Trust Deed, who duly acknowledged to me that he/she/they executed the same.



**FIRST PAYMENT LETTER**  
**Second Mortgage**

July 6, 2015

Julie A. Frenette

408 East 1700 South  
Salt Lake City, UT 84115

Loan # :0106

RE: 408 East 1700 South  
Salt Lake City, UT 84115

Your payment is due on the **1<sup>st</sup>** day of **September, 2015** and on the same day of each month thereafter.

**Payment Breakdown**

Principal and/or Interest	\$	130.70
Mortgage Insurance	\$	0.00
Taxes and Assessments	\$	0.00
Insurance	\$	0.00
Other	\$	0.00
<b>Total Payment</b>	<b>\$</b>	<b>130.70</b>

In the event that you do not receive a payment coupon from the servicer by the time your payment is due, please send a copy of this letter with your payment to:

Homewise, Inc.  
1301 Siler Rd, Bldg D  
Santa Fe, NM 87507

Thank you for allowing us to serve you with the financing of your home.

Community Development Fund of Utah