

COURTESY RECORDING

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E 129825 B 307 P 761
Date 08-Jul-2013 10:53AM
Fee: \$14.00 ACH
Filed By: CB
BRENDA NELSON, Recorder
MORGAN COUNTY
For: BONNEVILLE SUPERIOR TITLE COMP/
Recorded Electronically by Simplifile

After Recording Return to:
Progressive Credit
5617 South 1475 East
Ogden, Utah 84403

**TRUST DEED
(Corporate)**

THIS TRUST DEED is made this 25th day of June, 2012 between

NILSON AND COMPANY INC., DBA NILSON HOMES

as TRUSTOR

whose address is 5617 SOUTH 1475 EAST, OGDEN,UT. 84403

BONNEVILLE SUPERIOR TITLE COMPANY, INC.
And

as TRUSTEE,

PROGRESSIVE CREDIT,

as BENEFICIARY.

whose address is 2516 ORCHARD DRIVE, BOUNTIFUL,UT. 84010

Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property situated in Morgan County, Utah.

All of lots 1, 3, 4, 5 and 6 ASPEN MEADOWS SUBDIVISION PHASE 1, Mountain Green City, Morgan County, Utah, according to the official plat thereof.

Current Tax ID Numbers: 00-0077-5351, 00-0077-5353, 00-0077-5354,
00-0077-5355, 00-0077-5356.

Previous Tax ID Information:

- Unit 1 03-ASPM1-0001-A and 00-0080-4896
- Unit 1 03-ASPM3-0003-A and 00-0080-4898
- Unit 1 03-ASPM4-0004-A and 00-0080-4899
- Unit 1 03-ASPM5-0005-A and 00-0080-4900
- Unit 1 03-ASPM6-0006-A and 00-0080-4901

Units 1,3,4,5 and 6 Aspen Meadows PUD amended, amending units 1-6 and 18-28, and common area, according to the official plat thereof as needed in the office of the Morgan County Recorder, State of Utah.

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 \$862,050.00 payable to the order of the Beneficiary at the times, in the manner and with interest as therein set forth, and payment of any sums expended or advanced by the 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 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.

Attest:
Nilson and Company Inc., DBA Nilson Homes

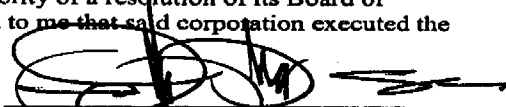

Bruce L. Nilson - President

STATE OF UTAH)

SS:

COUNTY OF WEBER)

On the 2nd day of July, 2013, personally appeared before me BRUCE L. NILSON, who being by me duly sworn, did say, for himself, that he is the President of NILSON AND COMPANY INC., DBA NILSON HOMES, a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said BRUCE L. NILSON, acknowledged to me that said corporation executed the same.


Notary Public

My commission Expires: 01-15-14
Residing at: Ogden

