

WHEN RECORDED MAIL TO:
Michael B. Weiler and Susan B. Weiler, husband
and wife, as joint tenants
5 Swallow Wood Lane
Sandy, UT 84092

13027207
7/11/2019 11:32:00 AM \$40.00
Book - 10802 Pg - 851-853
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 3 P.

File No.: 115114-WHP

TRUST DEED

THIS TRUST DEED, dated July 11, 2019, between **Paul Nell**, as Trustor, whose address is 7442 S. Guardsmans Pass, Brighton, UT 84121 Cottonwood Title Insurance Agency, Inc. a Utah Corporation as Trustee, and **Michael B. Weiler and Susan B. Weiler, husband and wife, as joint tenants** of 5 Swallow Wood Lane, Sandy, UT 84092, as BENEFICIARY;

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

See Exhibit A attached hereto and made a part hereof

TAX ID NO.: 24-35-200-010 (for reference purposes only)

TOGETHER with all buildings, fixtures, and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, franchises, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof;

FOR THE PURPOSE OF SECURING (1) Payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of **\$170,000.00 (One Hundred Seventy Thousand and No/100)**, made by Trustor, 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.



Paul Nell

STATE OF UTAH
COUNTY OF SALT LAKE

On the 111th day of July, 2019, personally appeared before me Paul Nell, the signer of the within instrument, who duly acknowledged to me that he executed the same.



Wende Harris
Notary Public

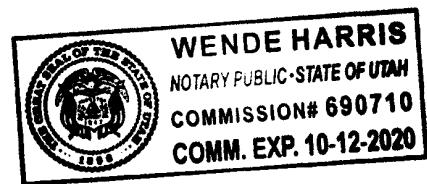


EXHIBIT A

A parcel of land lying and situate in the west half of Section 35, Township 2 South, Range 3 East, Salt Lake Base and Meridian comprising ± 7.86 acres of the ± 8.04 acres described as Parcel 3 in that certain Special Warranty Deed recorded December 21, 2010 as Entry 11101393 in Book 9890 at Pages 9464 - 9467 of the Salt Lake County Records being depicted on that certain Record of Survey prepared by Boundary Consultants, certified by David E. Hawkes P.L.S., filed with the Salt Lake County Surveyor as file number S2009-09-0411. Basis of Bearing for subject parcel being South $89^{\circ}19'54''$ East 1314.34 feet (measured) along the west line of said Northeast quarter of the Northwest quarter of said Section 35. Subject parcel being more particularly described as follows:

Commencing at the Northwest corner of the Northeast quarter of the Northwest quarter of said Section 35; thence South $89^{\circ}19'54''$ East 1314.34 feet (measured) [South $89^{\circ}57'37''$ West 1314.48 feet record] coincident with the West line of said Northeast quarter of the Northwest quarter of said Section 35 to the Northeast corner thereof; thence South $00^{\circ}07'32''$ West 1403.88 feet coincident with the East line of the Northwest quarter of said Section 35 to a number 5 rebar and cap stamped PLS 356548 monumentalizing the intersection of the North line (line 4-1) of the Elmer Lode Mining Claim; thence South $89^{\circ}44'20''$ East 166.72 feet coincident with said 4-1 line to the TRUE POINT OF BEGINNING; thence South $89^{\circ}44'20''$ East 1202.63 feet more or less, coincident with said North line to a point on line 5-6 of the Granit No. 7 Lode Mining Claim; thence South $12^{\circ}54'20''$ East 179.81 feet more or less, coincident with said 5-6 line to a point on the North line (line 1-2) of the Mayflower Lode Mining Claim; thence South $81^{\circ}47'40''$ West 810.71 feet more or less, coincident with said 1-2 line to a point on the South line of the North half of said Elmer Lode; thence North $89^{\circ}57'20''$ West 607.73 feet more or less, coincident with said south line to said Center quarter section line and a point on the East line of said Parcel 1; thence coincident with said Center quarter section line South $00^{\circ}07'32''$ West 116.99 feet to the Southeast corner of said Parcel 1 and a number 5 rebar and cap stamped PLS 356548; thence West 67.71 feet coincident with the west line of said Parcel 1 to a point on the East right of way line of Grand Avenue and a number 5 rebar and cap stamped PLS 356548; thence coincident with said right of way line and the West lines of said Parcels 1 and 5 North $02^{\circ}34'51''$ East (Northerly Deed) 173.18 feet to the Northwest corner of said Parcel 5 and a number 5 rebar and cap stamped PLS 356548; thence coincident with the North line of said Parcel 5 East 60.29 feet to a copper rivet set in a granite boulder monumentalizing the Northeast corner thereof; thence North $00^{\circ}07'32''$ East 39.06 feet to the Southwest corner of that particular parcel of land transferred by that certain Special Warranty Deed recorded November 27, 1997 as Entry 6787536 in Book 7804 at Page 1047 of said records and a number 5 rebar and cap stamped PLS 356548; thence the following two (2) courses coincident with the perimeter of said parcel, (1) South $87^{\circ}25'09''$ East 157.95 feet to a number 5 rebar and cap stamped PLS 356548; (2) North $02^{\circ}34'51''$ East 208.24 feet through a number 5 rebar and cap stamped PLS 356548 and coincident with an Agreement Line to the point of beginning.