

Mail Tax Notice To:
Robert Colby Keddington
198 East Bayview Circle
Saratoga Springs, Utah 84045

ENT 13764:2025 PG 1 of 3
ANDREA ALLEN
UTAH COUNTY RECORDER
2025 Feb 26 10:57 AM FEE 40.00 BY LM
RECORDED FOR Jeffs and Jeffs, P.C.
ELECTRONICALLY RECORDED

DEED IN LIEU OF FORECLOSURE

COMES NOW Zeb Christmas and recites as follows:

WHEREAS, Robert Colby Keddington is the beneficiary of a Trust Deed, dated July 11, 2024, and executed by Zeb Christmas, as Trustor, which Trust Deed was recorded on July __, 2024, as Entry No. _____, in the official Records in the Office of the Utah County Recorder, State of Utah, relative to the property located at 5391 South River Drive, Spanish Fork, Utah 84660, and more particularly described below; and

WHEREAS, the Trust Deed was security for that certain Secured Promissory Note in the principal amount of \$99,096.51; and

WHEREAS, Zeb Christmas hereby agrees that upon his breach or default of the terms of the Trust Deed or the Secured Promissory Note, and after any applicable cure period, Robert Colby Keddington shall be entitled to immediately record this Deed in Lieu of Foreclosure.

NOW THEREFORE, the undersigned Zeb Christmas, Grantor, hereby CONVEYS, TRANSFERS and QUIT CLAIMS to Robert Colby Keddington, Grantee, in full satisfaction of the debt and obligation owed to Robert Colby Keddington under the above-mentioned Trust Deed, and other good and valuable consideration, the following described tract of land in Utah County, State of Utah:

SEE EXHIBIT A ATTACHED HERETO

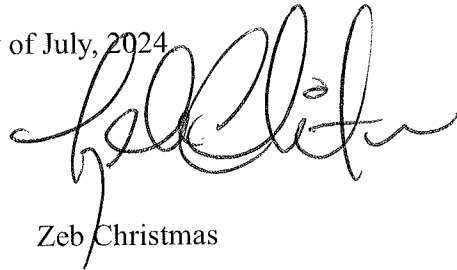
THIS DEED IN LIEU OF FORECLOSURE is an absolute conveyance, Grantor having sold said property to Grantee for fair and adequate consideration. Grantor declares that this conveyance is freely and fairly made.

Grantor acknowledges that if he fails to cure any breach of the Trust Deed or the Secured Promissory Note he will be in default of the obligations secured by the Trust Deeds and the Beneficiary is entitled to proceed with the exercise of various rights and remedies under the Trust Deeds, including but not limited to the right to foreclosure (judicial or nonjudicial) under the Trust Deeds. Grantor agrees and by this transfer and conveyance implements, such agreement, that this Deed, transfer and conveyance of the Property to the Grantee shall be and is in lieu of the necessity to proceed under the Trust Deeds in foreclosure to obtain access or rights to the Property.

Grantor intends and Grantee, by its acceptance and recording of this Deed, manifests the

express and written intent, that the title to the Property effectuated hereby shall not result in a merger of the estate of Beneficiary in the Property, as beneficiary under the Trust Deeds, with the estate granted to Grantee hereby. It is the intent and agreement of Grantor and Grantee that the Trust Deeds shall continue in force and effect hereafter and that the estate Beneficiary as beneficiary of the Trust Deeds shall continue to encumber title to the Property and shall simultaneously exist and subsist with the title granted hereunder. In this regard, in the event that Beneficiary shall ever proceed to exercise the rights of foreclosure (judicial or non-judicial), notwithstanding any provision hereof, Beneficiary is entitled to full recourse to the Property under the Trust Deeds and may, in connection with any such recourse, name Grantor in any foreclosure action or proceeding and Grantor shall cooperate fully in connection with any such foreclosure proceeding.

WITNESS the hand of said Grantor, this 11th day of July, 2024.



Zeb Christmas

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 11 day of July, 2024, personally appeared before me Zeb Christmas, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.


Notary Public

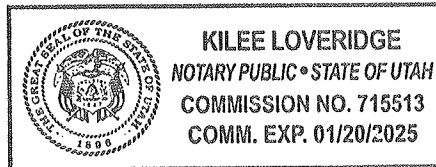


EXHIBIT A
TO
DEED IN LIEU OF FORECLOSURE

Legal Description

Commencing North 2177.56 feet and East 444.04 feet from the Southwest corner of Section 10, Township 8 South, Range 2 East, Salt Lake Base and Meridian and running thence East 776.83 feet; thence South 02°45'14" West 317.01 feet; thence South 14°34'59" East 168.13 feet; thence South 23°45'00" West 372.29 feet; thence South 88°30'00" West 197.97 feet; thence North 37°20'00" West 57.21 feet; thence South 103.36 feet; thence North 34°29'59" West 25.81 feet; thence along a 158 foot radius curve to the Left, whose chord bears: North 38°06'15" West 19.86 feet; thence South 88°30'00" West 434.88 feet; thence West 388.97 feet; thence North 00°00'02" West 678.87 feet; thence North 89°30'16" East 426.61 feet; thence North 00°50'30" East 175.13 feet to the point of beginning.

LESS AND EXCEPTING AND TOGETHER WITH any land conveyed or acquired in those certain boundary line agreements of record in the Utah County Recorder's Office.

Tax Parcel No. 24:035:0061

EXCEPTING THEREFROM:

That portion of parcel 24-035-0061 situated west of S River Drive, described as follows:

Beginning at a point on the West side of River Drive and the North line of Christmas Estates Subdivision, said point being located North 00 deg. 19' 05" East 1321.67 feet along the Section line and East 463.80 feet from the Southwest corner of Section 10, Township 8 South, Range 2 East, Salt Lake Base & Meridian; thence along the North line of Christmas Estates South 88 deg. 30' 00" West 67.31 feet; thence continuing along subdivision line West 658.59 feet to the Northwest corner of the Christmas Estates Subdivision; thence North 89 deg. 49' 00" West 353.55 feet; thence South 89 deg. 27' 24" West 41.90 feet; thence North 01 deg. 07' 06" East 672.60 feet along the line called for in that certain Boundary Line Agreement recorded August 14, 2015 as Entry No. 73903:2015 to the South line of Eagle View Estates Plat "A"; thence Along subdivision line North 89 deg. 30' 16" East 1060.79 feet; thence South 03 deg. 59' 18" East 682.27 feet to the point of beginning.

Affects Tax Serial Nos. 24-034-0036 and 24-035-0061 (portion)

ALSO KNOWN AS:

COM N 2177.52 FT & E 444.03 FT FR SW COR. SEC. 10, T8S, R2E, SLB&M.; E 776.83 FT; S 2 DEG 45' 14" W 317.01 FT; S 14 DEG 34' 59" E 168.13 FT; S 23 DEG 45' 0" W 372.29 FT; S 88 DEG 30' 0" W 197.97 FT; N 37 DEG 20' 0" W 57.21 FT; S 103.36 FT; N 34 DEG 29' 59" W 25.81 FT; ALONG A CURVE TO L (CHORD BEARS: N 38 DEG 6' 15" W 19.86 FT, RADIUS = 158 FT); S 88 DEG 30' 0" W 367.52 FT; N 3 DEG 59' 18" W 682.28 FT; N 89 DEG 30' 16" E 17.75 FT; N 0 DEG 50' 30" E 175.13 FT TO BEG.

CONSISTING OF APPROXIMATELY 14.470 ACRES.