

WEST VALLEY CITY GRANTS  
4522 WEST 3500 SOUTH  
WEST VALLEY CITY, UTAH 84120

14104882 B: 11418 P: 7931 Total Pages: 11  
05/12/2023 02:00 PM By: tpham Fees: \$0.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: WEST VALLEY CITY GRANTS  
4522 WEST 3500 SOUTHWEST VALLEY CITY, UT 84120



SIDWELL #:

## TRUST DEED

THIS TRUST DEED is made this 5th day of May, 20 23  
between Rosalynn Betham & N/A, Owner(s), whose address is,  
4127 South Sunny Park Lane WEST VALLEY CITY, UT 84119

**ERIC BUNDERSON, WEST VALLEY CITY ATTORNEY**, as Trustee,\* and

**WEST VALLEY CITY**, as Beneficiary.

Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH  
POWER

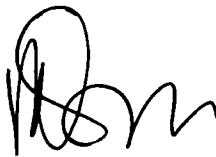
OF SALE, the following described property situated in SALT LAKE County, Utah:  
LOT 44, SUNNYBROOK PARK PLAT #1, P U D. 4932-1052 5092-1070 5352-0546 7039-2255  
7039-2256 8134-2817 8662-1456 8973-4161 08973-4183

SIDWELL: 21-04-101-018-0000

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 \$ 30,934.00, 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 thereof.

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 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 the 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.



.....  
Rosalynn Betham

-----N/A-----  
.....


STATE OF UTAH

ss.

COUNTY OF SALT LAKE

On this 5th day of May, 2023, Rosalynn Betham & ---N/A---  
personally appeared before me, the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.



  
.....  
Notary Public

\*NOTE: Trustee must be a member of the Utah State Bar; a bank, building and loan association or savings and loan association authorized to do such business in Utah; a corporation authorized to do a trust business in Utah; or a title insurance or abstract company authorized to do such business in Utah.

**TRUTH IN LENDING DISCLOSURE STATEMENT**

Creditor: **WEST VALLEY CITY**

Date: this 5th day of May, 2023

Borrower: Rosalyn Betham ~~Touppou~~

Property Address: 4127 South Sunnypark Lane West Valley City, UT 84119

| ANNUAL % RATE                                    | FINANCE CHARGE                                     | AMOUNT FINANCED  | TERM                              |
|--|--|--|-----------------------------------|
| <i>The cost of your credit as a yearly rate.</i> | <i>The dollar amount the credit will cost you.</i> | <i>The amount of credit provided to you or on your behalf.</i> | <i>Total length of loan term.</i> |
| <b>- 0 % -</b>                                   | <b>- 0 -</b>                                       | <b>\$ <u>30,934.00</u></b>                                     | <b><u>120</u> (Months)</b>        |

**NO MONTHLY PAYMENTS ARE REQUIRED.**

This loan is due and payable at once in ANY of the following events:

1. Sale or transfer of any interest in the property within 10 years from closing, except as is otherwise allowed pursuant to the deed of trust which secures the promissory note;
2. Owner(s) fail to utilize the real property as their only residence, which, by deed of trust is securing the promissory note;
3. Owner seeks to remove equity from the property such as a home equity loan;
4. Owner has been found to have engaged in fraud, deceit, or misrepresentation in obtaining the loan; or
5. 90 years from the date of the Promissory Note, whichever shall first occur
6. In the case of foreclosure (and only in the case of foreclosure), the amount of repayment is limited to net proceeds available at closing, up to the principal sum due.

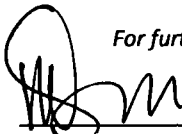
**Insurance:** You must obtain property insurance from anyone who is acceptable to the creditor.

**Security:** You are giving a security interest in real property being purchased at the address listed above.

**Prepayment:** If you pay early, you will NOT have to pay a penalty.

**Assumption:** If you are purchasing your home with the proceeds of this obligation, someone buying your home in the future cannot assume the remainder of the mortgage.

*For further information, contact the West Valley City Grants Division at (801) 963-3369.*

  
Borrower

N/A  
Co-Borrower



**WEST VALLEY CITY HOME REHABILITATION LOAN PROGRAM  
RESIDENT HOMEOWNER CONTRACT AND PROMISSORY NOTE**

This Contract with attached Promissory Note ("Contract"), is made this 5 day of May, 2023, by and between West Valley City, acting by and through its Grants Division ("Division") and HOMEOWNER(S) (referred to in the singular as "Owner"):

WHEREAS, the Division has received funds from Housing and Urban Development ("HUD"), HUD's Community Development Block Grant program ("CDBG"), and HUD's HOME Investment Partnerships program for the purpose of repairing and improving privately owned, owner-occupied single-family residences, hereinafter referred to as "the Program."

WHEREAS, the objective of the Program is to sustain the supply of safe, affordable housing units for lower income families by supplying federal funds to assist in the rehabilitation of existing owner-occupied housing, and

WHEREAS, Owner desires to voluntarily participate in the Program in accordance with the requirements of the Program and all applicable laws and regulations.

NOW, THEREFORE, the parties hereby agree, covenant, and promise as follows:

THE PROPERTY to be rehabilitated ("the Property") constitutes the following described real property, together with all improvements and fixtures thereon, and is commonly known as:

4127 South Sunnypark Lane West Valley City, Utah 84119

(Address)

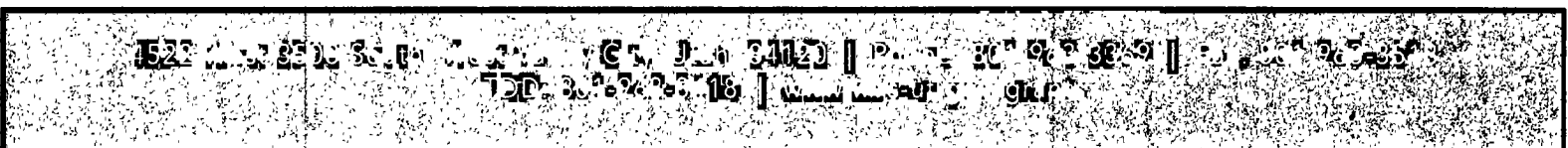
LOT 44, SUNNYBROOK PARK PLAT #1, P U D. 4932-1052 5092-1070 5352-0546 7039-2255 7039-2256

8134-2817 8662-1456 8973-4161 08973-4183

(Legal Description)

21-04-101-018-0000

(Parcel #)





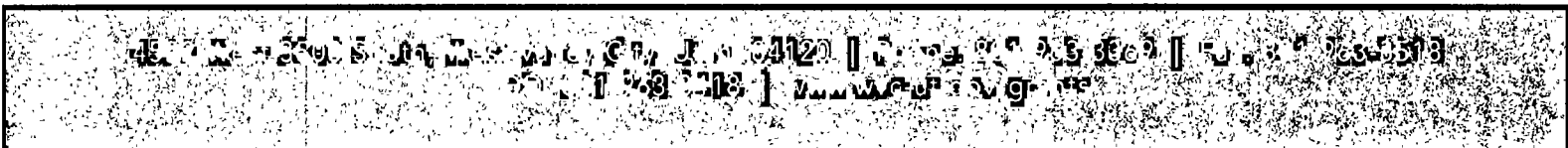
**OWNER HEREBY AGREES:**

1. Owner agrees to provide any necessary functions as needed to allow contractor(s) to carry out all rehabilitation work ("Work") specified in the attached in the document titled "Scope of Work" or "Description of Work," incorporated and made a part hereof by reference, for the sum of \$ 28,122.00. All Work referenced herein and/or in the documents incorporated herein by reference, shall be substantially completed no later than 60 days after estimated project completion date (as per the "Small Services, Rehabilitation, or Construction Contract").
2. Owner shall not prohibit compliance of any applicable municipal, state, and federal rehabilitation codes and Requirements and building and construction codes and requirements in accomplishing the Work and agrees to comply with all requirements of the Lead Based Paint Poisoning Prevention Act, codified at 42 U.S.C. § 4821, et. seq., and its implementing regulations.
3. Owner shall not knowingly permit any Work on major structural elements, electrical, HVAC, or plumbing systems to be completed by entities other than the one named for the contracted project at any time before the project completion.
4. Owner shall maintain the Property as his/her primary residence throughout the term of this Contract. During the full term of this Contract, Owner shall not convert the units in the Property to condominium ownership or any form of cooperative ownership not eligible to receive rehabilitation funds under the Program. In the event of any such conversion, the full amount of the indebtedness then due, shall be immediately due and payable to the Division. During the full term of this Contract, Owner agrees to comply with all requirements of the Lead Based Paint Poisoning Prevention Act, codified at 42 U.S.C. § 4821, et. seq., and implementing regulations.
5. Owner shall pay all taxes, assessments, utilities, and other expenses of the Property when due and without delinquency and shall not permit any liens to be imposed on the Property by reason of any delinquency.
6. During the term of this Contract, Owner shall make monthly payments of principal and interest. The remaining balance is due on sale of the Property from Owner's ownership or death of Owner. Death of Owner shall be treated as a default on the Contract. If Owner shall sell the Property during the term of this Contract, the remaining balance of the Promissory Note shall be immediately due and payable at the time of sale. If Owner shall be found in default of any of the terms or conditions of this Contract, then the unpaid and remaining balance of the Promissory Note shall become immediately due and payable. It is further understood that the Property must not be used as a rental property but only as



the primary residence of Owner, to whom this loan is made. Terms may be amended through included Addendum(s).

7. Owner agrees that any time or times during the term of this Contract the Division, CDBG coordinators, the State of Utah, or HUD may conduct a performance or financial audit of Owner's records concerning the rehabilitated property and Owner's obligations under this Contract, provided that such audit is conducted at a reasonable time and in a reasonable manner. In the event any such audit discloses that Program funds have been improperly applied, diverted, or otherwise used in violation of applicable federal, state, or local laws or regulations, Owner shall, upon demand, immediately pay such improperly used amounts to the Division.
8. All persons will be treated fairly and equally without regard to race, color, national origin, religion, sex, sexual orientation, gender identity, familial status, or disability in compliance with the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973, associated implementing regulations, and West Valley City Code.
9. Owner warrants and certifies that Owner is not an employee, agent, consultant, officer, or elected or appointed official of the Division with West Valley City, nor does Owner presently exercise, or has ever exercised, any functions or responsibilities for the Division in connection with administration of the Program.
10. Owner promises to indemnify, save and hold harmless and defend the Division, West Valley City, and all of their employees and agents, acting officially or otherwise, from any and all liability, claims, demands, actions, debts and attorney fees arising out of, claimed on account of, or in any manner predicated upon loss or damage to the Property and injuries to, or death of all persons whatsoever, which may occur, or is sustained in connection with the performance of this Contract, or by conditions created thereby, or based upon any violation of any statute, ordinance, or regulation, and the defense of any such claims or actions.
11. Owner agrees to maintain the Property at all times in compliance with all applicable municipal, county, state, and federal laws, codes, and ordinances. Owner's failure to maintain the Property in compliance with all applicable municipal, county, state, and federal laws, codes, and ordinances constitutes a material breach of this Contract and will cause the full balance of the loan to be immediately due and payable.





**NOTICE**

Any written notice or payment of one party to the other shall be addressed to the parties as follows:

The Division: **WEST VALLEY CITY GRANTS DIVISION**  
**4522 WEST 3500 SOUTH**  
**WEST VALLEY CITY, UT 84120**

Owner: Rosalyn Betham ~~Trupoc~~  
4127 South Sunnypark Lane  
West Valley City, UT 84119

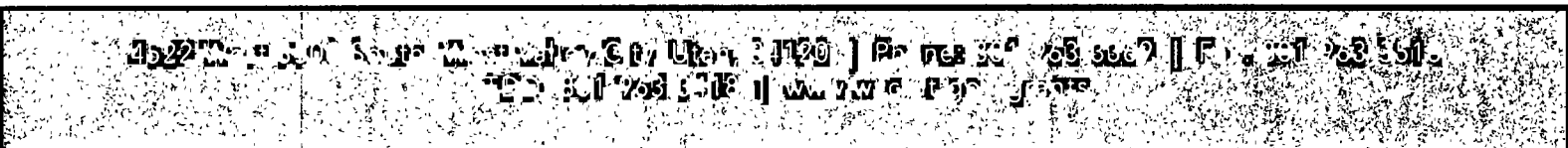
**SUBMISSION OF DOCUMENTATION - BY CONTRACTOR**

All contract documents pertaining to the Work, including the contractor's proposal form, shall be submitted to the Division with details of all costs and quantities for Work items. Proposals shall state the quantities, types, and colors of all materials to be supplied. All substitutions must have prior approval in writing by the Division. The contractor shall submit an invoice for completed work to the Division for payment. The Division shall have the right to inspect all work, materials, and equipment financed in whole or in part with Program funds. The Division will inform the contractor of any noncompliance with respect to the contract for work. The Division may issue orders or instructions to the contractor or subcontractor performing the Work.

**PAYMENT TO CONTRACTOR**

No payment shall be honored by the Division to the Contractor until:

1. A building inspector selected by the Division has verified, in writing, that the Work has been satisfactorily performed and that the cost is reasonable.
2. Final payment for Work performed as part of this Contract shall be made to the Contractor, and a Certificate of Final Completion shall be signed by the Owner and the Division, when all the following conditions have been met:
  - a. All Work identified in the Scope of Work has been completed;
  - b. The Division representative, and/or West Valley City's Building Inspector, have inspected all Work and found it to be satisfactory;
  - c. Owner has inspected all Work and found it to be satisfactory;
  - d. The Contractor has delivered to the Division final lien waivers from the contractor, stating they have been paid in full for all labor, services, and/or materials utilized to perform the Work;





- e. The Contractor has delivered to the Division a final lien waiver removing the Division and Owner from any liabilities or claims which may arise from any parties who may have an interest in the Work;
- f. The Contractor, if applicable, has delivered to the Division a final inspection certification from any governmental agency having jurisdiction over the Work; and
- g. The Contractor has delivered to the Division and Owner a complete list of all sub-contractors.

The date of final completion of the Work shall be that date certified in writing by the Division upon full completion of said Work. The determination of the Division of the date of final completion shall be binding upon Owner and shall be final and conclusive.

#### **ASSIGNMENT**

The loan evidenced by this Contract may not be assigned and/or assumed unless approved by the Division.

#### **DISPUTES**

All parties to this Contract agree to attempt to settle all disputes arising from the Work in as informal manner as possible. Any party having a dispute with another party should attempt to resolve their dispute. If no resolution can be found between the parties, then the Grants Administrator of the Grants Division shall be engaged to settle the dispute. The Grants Administrator's decision shall be final. If any party is not in agreement with the Grants Administrator's decision, the parties must take the dispute to arbitration. The arbitration process shall be as defined by the American Arbitration Association.

#### **DEFAULT AND ACCELERATION**

If, at any time during the full term of this Contract, Owner fails to perform any obligation, covenant, or term of this Contract, breaches any warranty made in this Contract, or otherwise violates or breaches any term, condition, or covenant of this Contract or the Deed of Trust given to secure the Promissory Note, the full balance of the Promissory Note shall be immediately due and payable, and the Division may, at its option, elect to foreclose upon the Property and demand sale of same by the public trustee and/or pursue a personal action against Owner. Any default on a superior lien upon the Property, or death of the Owner, shall be a default on the Promissory Note, rendering the remaining balance immediately due and payable. If Owner sells the Property during the term of the Contract, the remaining balance of the Promissory Note shall be immediately due and payable at the time of sale. If suit is instituted by the Division to recover on the Promissory Note, Owner shall pay all costs of such collection, including reasonable attorney fees and court costs. Upon Owner's default of any provisions of this Contract,





Owner shall pay interest on the unpaid balance due of twelve percent (12%) per annum until payment is made in full.

**WAIVER**

Forbearance or deferral by the Division with respect to any of the terms and conditions of this Contract in no way constitutes a waiver of any of the Division's rights or privileges granted hereunder.

**RELEASE OF CONTRACT**

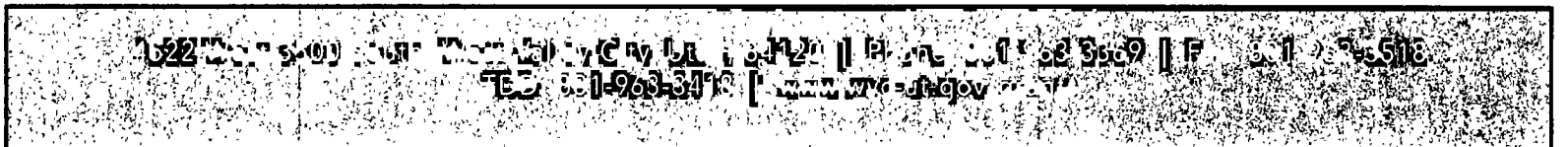
Upon satisfactory completion of all terms and conditions of this Contract by Owner, or upon payment of all balance due, Owner shall be entitled to a release and satisfaction of this Contract by the Division at Owner's own cost.

**INDEMNIFICATION**

Owner promises to indemnify, save, and hold harmless and defend the Division, West Valley City, and all of their employees and agents, acting officially or otherwise, from any and all liability, claims, demands, actions, debts and attorney fees arising out of, claimed on account of, or in any manner predicated upon loss or damage to the Property and injuries to, or death of all persons whatsoever, which may occur, or is sustained in connection with the performance of this Contract, or by conditions created thereby, or based upon any violation of any statute, ordinance, or regulation, and the defense of any such claims or actions.

**NON-DISCRIMINATION**

All persons will be treated fairly and equally without regard to race, color, national origin, religion, sex, sexual orientation, gender identity, familial status, or disability in compliance with the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973, and associated implementing regulations, and West Valley City Code. It is the Division's policy to ensure that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of the Program's construction contracts. As used in this Contract, the term "minority business enterprise" means a business, at least fifty percent (50%) of which is owned by minority group members or, in the case of publicly owned businesses, at least fifty-one percent (51%) of the stock of which is owned by minority group members. For the purpose of this definition, minority groups are Black/African American, American Indian, Alaskan Native, Asian, Hispanic, Native Hawaiian, and Pacific Islander. Owner agrees to use Owner's best efforts to carry out this policy to the fullest extent practicable and consistent with the efficient performance of





this Contract. Owner may rely on representations by the Division regarding a construction contractor's status as a minority business enterprise.

**ENTIRE CONTRACT**

This document, and its attachments, represent the entire Contract between the parties and supersedes any previous Contracts. Any other contract or communication, written or verbal agreement(s), not contained within this document shall not be valid on either party. This Contract shall be governed by the laws of the State of Utah.

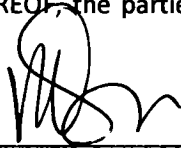
**SEVERABILITY**

If any part of this Contract is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

**ATTACHMENTS**

The documents appended to this Contract are considered a part hereto and include an executed Promissory Note.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day first written above.

OWNER: 

OWNER: N/A

**STATE OF UTAH**

ss.

**COUNTY OF SALT LAKE**

On this 5th day of May, 2023, Rosalyn Betham-Toupou personally appeared before me, the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.



  
Notary Public



## PROMISSORY NOTE

For the amount of \$ 30,934.00

Date: 05 / 05 / 2023

FOR VALUE RECEIVED, and subject to the terms and conditions of the Contract dated for Rosalyn Betham-Toupou promises to pay to the order of West Valley City, the sum of THIRTY THOUSAND NINE HUNDRED THIRTY FOUR DOLLARS AND NO CENTS (\$ 30,934.00) with interest as set forth in the Contract according to the following conditions:

1. The Promissory Note shall become due and payable as set forth in the Contract.
2. Subject to the terms and conditions of the Contract, in case of default in the payments, it shall be optional with the Division or the legal holder of the Promissory Note to declare the entire principal sum hereof due and payable; and proceedings may at once be instituted for the recovery of the same by law.
3. The makers and endorsers severally waive presentment, protest, and demand; and waiver notice of protest, demand and/or dishonor and nonpayment of the Promissory Note, and expressly agree that the Promissory Note, or any payment thereunder may be extended from time to time without in any way affecting the liability of the makers and endorsers thereof.
4. The Promissory Note shall be included in the Contract.

~~Rosalyn Betham-Toupou~~

West Valley City

05/05/2023

Date