

PREPARED BY AND WHEN
RECORDED RETURN TO:

LEM Financial
Attn: Lance Munson
PO Box 964
Kaysville, UT 84037

14334073 B: 11543 P: 9131 Total Pages: 3
01/09/2025 04:12 PM By: tpham Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: LEM FINANCIAL
ATTN: LANCE MUNSON PO BOX 964 KAYSVILLE, UT 84037



Tax ID / Parcel No. 26-36-130-001

UTAH DEED OF TRUST

THIS INSTRUMENT is executed as of the 31st day of **DECEMBER, 2024**, by **DAMIEN PLOUZEK**, as individuals ("Trustors"), whose address is **12657 SOUTH TOSCANAWAY, HERRIMAN, UT 84096**, in favor of Joseph M.R. Covey, Esq., ("Trustee"), whose address is 101 South 200 East, Ste. 700, Salt Lake City, Utah 84111, and LEM Financial ("Beneficiary"), whose address is PO Box 964, Kaysville, UT 84037.

TRUSTOR CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, certain real property (the "Property") situated in **SALT LAKE County**, state of Utah, described as follows:

LEGAL DESCRIPTION: The Land referred to herein below is situated in the County of Salt Lake, State of Utah, and is described as follows:

Lot 447, TUSCANY ESTATES PUD 4 PHASE A, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

PROPERTY ADDRESS: 12657 SOUTH TOSCANAWAY, HERRIMAN, UT 84096

Tax ID / Parcel No. 23-36-130-001

TOGETHER WITH all buildings, fixtures and improvements on the Property and all water rights, rights-of-way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances on or after the date of this instrument used or enjoyed with all or any part of the Property;

FOR THE PURPOSE OF SECURING for the benefit of Beneficiary the following obligations: (i) the timely payment and performance of the obligations of Trustor under this instrument, under the promissory note of even date with this instrument in the amount of **\$25,000.00** (the "Note"), executed by Trustor, as maker, in favor of Beneficiary, as payee, payable as set forth in the Note, and under any other instruments given to further evidence or secure such obligations, as this instrument, the Note or such other instruments may be extended, renewed, modified, amended or replaced from time to time; (ii) the payment of any loans or advances made after the date of this instrument for any purpose by Beneficiary to Trustor; and (iii) the payment of any sums expended or advanced by Trustee or Beneficiary to protect the security of this instrument. Any breach or failure to perform under the Note shall be a breach under this Deed of Trust.

TRUSTOR AGREES to pay all taxes and assessments on the Property, to pay all charges and assessments on water or water stock used on or with the Property, not to commit waste, to maintain adequate fire insurance on any improvements on the Property, to pay all costs and expenses of collection (including reasonable trustee's and attorneys' fees in the event of default in payment of the indebtedness secured by this instrument) and to pay reasonable trustee's fees for any of the services performed by Trustee under this instrument, including a reconveyance of the Property.

NOTWITHSTANDING ANYTHING contained in this instrument to the contrary, the indebtedness to which this instrument relates is nonrecourse, meaning that (i) Trustor shall not have any personal liability for payment or performance under this instrument, and (ii) on a default or breach under this instrument, Trustee and Beneficiary shall have recourse only to the collateral securing said indebtedness, and shall not be entitled to a deficiency judgment against Trustor.

BENEFICIARY REQUESTS that a copy of any notice of default and of any notice of sale related to the Property be mailed to Beneficiary at the address set forth in the first paragraph of this instrument.

TRUSTOR:

By: *Damien Plouzek*
Name: **DAMIEN PLOUZEK**

State of Utah)
County of Salt Lake) ss.

The foregoing instrument was acknowledged before me this 31st day of December, 2024, by DAMIEN PLOUZEK.

(Seal)

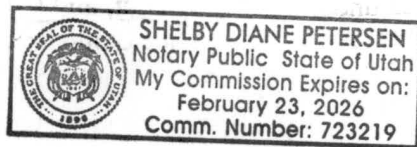
Shelby Diane Petersen
Notary Public

My Commission Expires:

02/23/2026

Residing at:

West Jordan



POOR COPY-
CO. RECORDER