

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME *Brent Anderson*
ADDRESS *3434 Blue Sage Rd*
CITY *Morgan, Utah*
STATE & ZIP *84050*

Ent 149012 Bk 354 Pg 1413
Date: 09-OCT-2019 12:21:23PM
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BRENDA NELSON, Recorder
MORGAN COUNTY
For: ANDERSON BRENT V

DEED OF TRUST WITH ASSIGNMENT OF RENTS

This **Deed of Trust**, made this October 8, 2019, between: Legacy Hills, LLC herein called **Trustor**, whose address is 3434 Blue Sage Road Morgan, UT 84050, and Stewart Title herein called **Trustee**, and Brent V. Anderson and Hollie K Anderson, Trustees of the Brent V and Hollie K. Anderson Trust dated September 15, 2010, herein called **Beneficiary**.

Witnesseth: That Trustor **CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property:**

Tax ID Number: 01-004-0242 and 00-0001-6269

A tract of land situated in Section 17, Township 4 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey, Morgan County, Utah, being more particularly described as follows: Commencing at the Northwest corner of said Section 17 as monumented by a B. L. M. Brass Cap (1952 resurvey); thence South 00°20'22" West 573.17 feet along the West line of the Northwest Quarter of said Section 17; thence North 90°00'00" East 2798.22 feet to a rebar and cap placed on the Westerly line of Morgan Valley Drive, the true point of beginning; thence South 67°58'46" East 117.37 feet along said Westerly line; thence 534.56 feet along said Westerly line, a curve to the right having a radius of 609.00 feet and a chord bearing South 42°50'00" East 517.57 feet to a rebar and cap; thence South 17°41'23" West 114.38 feet along said Westerly line to a rebar and cap; thence 296.04 feet along said Westerly line, a curve to the right having a radius of 2464.45 feet and a chord bearing South 14°14'54" East 295.86 feet to a rebar and cap; thence South 10°48'26" East 163.83 feet along said Westerly line to a rebar and cap; thence South 62°00'50" West 120.00 feet leaving Morgan Valley Drive to a rebar and cap; thence South 42°24'39" West 172.00 feet to a rebar and cap; thence South 37°05'27" West 474.60 feet to a rebar and cap; thence South 12°09'30" West 378.50 feet to a rebar and cap; thence South 14°53'45" West 145.80 feet to a rebar and cap; thence South 51°12'58" West 57.00 feet along an ancient fence line to a rebar and cap; thence North 85°01'05" West 1123.07 feet along an ancient fence line to a rebar and cap; thence South 67°10'22" West 293.05 feet along an ancient fence line to a rebar and cap placed on the one-sixteenth line; thence North 11°46'27" East 45.45 feet to a rebar and cap placed at the Southeast corner of David Wright Subdivision; thence North 00°20'16" West 875.76 feet along the Easterly line of David Wright Subdivision to the center of Dalton Creek; the following eight courses follow along the Southeasterly line of David Wright Subdivision, being also the center line of Dalton Creek; thence North 80°20'01" East 225.43 feet; thence North 46°42'08" East 168.66 feet; thence North 62°30'41" East 138.49 feet; thence North 45°29'36" East 324.59 feet; thence North 23°13'51" East 195.36 feet; thence North 80°28'06" East 70.83 feet; thence North 54°22'45" East 151.04 feet; thence North 04°01'13" West 88.46 feet; thence South 47°00'00" East 111.82 feet to a rebar and cap placed in a fence line; thence North 42°30'37" East 608.37 feet along said fence line and extension thereof to the point of beginning. (the basis of bearing is the West line of the Northwest Quarter of Section 17 called: North 00°20'22" West).

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions herein to collect and apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness, including payments required therein, evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$1,325,000 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees:

(1) To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violations of law to cultivate, irrigate, fertilize, fumigate, prune and do all

other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general

(2) To provide maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his rights either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property, consent to the making of any map or plot thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary state that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "The person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby give to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees. Upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder. Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public

auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby whether or not named as Beneficiary herein in this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Legacy Hills, LLC
3434 Blue Sage Road
Morgan, UT 84050

Brent V. Anderson

Signature of Trustor

Brent V. Anderson

A Duly Authorized Officer and Manager of:

Legacy Hills, LLC

STATE OF UTAH)

:ss

COUNTY OF Morgan)

On this 7 day of October 2019 appeared before me BRENT V. ANDERSON, who being by me duly sworn, stated that he is a duly authorized officer and manager of LEGACY HILLS, LLC, and acknowledged to me that he signed the attached trust deed of the same date.

