



ENT 155179:2020 PG 1 of 3
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Oct 06 9:30 am FEE 40.00 BY MA
RECORDED FOR ENSIGN PINES LC

After Recording Return to:

Ensign Pines, L.C.
1714 Fort Douglas Cir
Salt Lake City, UT 84103

DEED OF TRUST

This Deed of Trust, dated August 25, 2020, is executed by **Samuel S. Brinton** and **Amy C. Brinton**, husband and wife (collectively, "**Trustor**"), whose address is 389 S 170 W, American Fork, UT 84003, in favor of **Jonathan G. Brinton, Esq. ("Trustee")**, whose address is 1293 S 2860 E, St. George, UT 84790-6143, for the benefit of **Ensign Pines, L.C.**, a Utah limited liability company ("**Beneficiary**"), whose address is 1714 Fort Douglas Cir, Salt Lake City, UT 84103.

1. **Property.** In consideration of the loan hereinafter described, Trustor hereby mortgages, grants, and conveys to the Trustee the real property located at 389 S 170 W, American Fork, UT 84003 ("**Property**") and legally described as follows:

LOT 16B, PLAT "A", LOEFLE PARK TWIN HOMES, A RESIDENTIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE.

[For Reference Only: Tax Parcel No. 45-602-0032]

The Property includes all buildings and other improvements now or in the future on the Property and all rights and interests which derive from Trustor's ownership, use, or possession of the Property and all appurtenances thereto.

2. **Loan.** This Deed of Trust secures a loan to Trustor in the principal amount of \$360,000.00, which loan is evidenced by that certain Secured Promissory Note dated as of date hereof ("**Note**"), plus interest and costs, late charges and all other charges related to the loan.

3. **Taxes.** Trustor will pay all real estate taxes, assessments, and water and sewer charges relating to the Property when they become due. Beneficiary will not claim any credit on, or make deduction from, the loan under the Note because Trustor pays these taxes and charges. Trustor will provide Beneficiary with proof of payment upon request.

4. **Maintenance.** Trustor will maintain the home on the Property in good condition and repair.

5. **Insurance.** Trustor will keep the home on the Property insured at all times against loss by fire, flood and any other hazards specified by Beneficiary. Trustor may choose the insurance company, but Trustor's choice is subject to Beneficiary's reasonable approval. The insurance policy must be for at least the amount specified by Beneficiary. The insurance policy must also provide that Beneficiary be given at least ten days' prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, Trustor will deliver a copy of the policy, certificate, or other evidence of insurance to Beneficiary. In the event of loss or damage to the Property, Trustor will immediately notify Beneficiary in writing and file a proof of loss with the insurer.

6. **Condemnation.** Trustor assigns to Beneficiary the proceeds of any awards or claims of damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, all of which will be paid to Beneficiary.

7. **Security Interest.** Trustor will join with Beneficiary in signing and filing documents and, at Trustor's expense, in doing whatever Beneficiary believes is necessary to perfect and continue the perfection of Beneficiary's lien and security interest in the Property.

8. **Hazardous Substances.** Trustor will not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Trustor will not do, or allow anyone else to do,

anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences will not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

9. **Sale of Property.** Trustor will not sell, transfer, mortgage or otherwise dispose of Beneficiary interest in the Property, in whole or in part, or permit any other lien or claim against the Property without Beneficiary's prior written consent.

10. **Inspection.** Trustor will permit Beneficiary to inspect the Property at any reasonable time.

11. **No Loss of Rights.** The Note and this Deed of Trust may be negotiated or assigned by Beneficiary without releasing Trustor or the Property. Beneficiary may add or release any person or property obligated under the Note and this Deed of Trust without losing Beneficiary's rights in the Property.

12. **Default.** Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event of default under this Deed of Trust or the Note occurs and is not cured within the applicable cure period, Trustee may initiate a judicial foreclosure or a nonjudicial foreclosure under this Deed of Trust. If the money Beneficiary receives from the sale is not enough to pay off what Trustor owes Beneficiary, Trustor will still owe Beneficiary the difference, which Beneficiary may seek to collect from Trustor in accordance with applicable law. In addition, Beneficiary or Trustee may, in accordance with applicable law, enter on and take possession of the Property; collect the rental payments, including overdue rental payments, directly from tenants; manage the Property; and sign, cancel, and change leases. Trustor agrees that the interest rate set forth in the Note will continue before and after a default, entry of a judgment, and foreclosure. In addition, Beneficiary will be entitled to collect all reasonable fees and costs actually incurred by Beneficiary in proceeding with foreclosure, including, but not limited to, trustee's fees, reasonable attorneys' fees, and costs of documentary evidence, abstracts, and title reports.

13. **Assignment of Rents; Appointment of Receiver.** As additional security, Trustor assigns to Beneficiary the rents of the Property. Beneficiary or a receiver appointed by the courts will be entitled to enter upon, take possession of, and manage the Property and collect the rents of the Property, including those past due.

14. **Waivers.** To the extent permitted by applicable law, Trustor waives and releases any error or defects in proceedings to enforce this Deed of Trust and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

15. **Binding Effect.** Trustor will be fully responsible for all of the promises and agreements in this Deed of Trust. Until the Note has been paid in full, the provisions of this Deed of Trust will be binding on Trustor, Trustor's legal representatives, Trustor's heirs, and all future owners of the Property. This Deed of Trust is for Beneficiary's benefit and for the benefit of anyone to whom Beneficiary may assign it.

16. **Notice.** Except for any notice required under applicable law to be given in another manner, any notice to Trustor provided for in this Deed of Trust will be given by hand delivery or by mailing such notice by certified mail, postage prepaid, addressed to Trustor at the address listed in the first paragraph above, or at such other address as Trustor may designate by notice to Beneficiary as provided herein, and any notice to Beneficiary will be given by hand delivery or by mailing such notice by certified mail, postage prepaid, addressed to Beneficiary at the address listed in the first paragraph above, or to such other address as Beneficiary may designate by notice to Trustor as provided herein. Any notice provided for in this Deed of Trust will be deemed to have been given to Trustor or Beneficiary when given in the manner designated herein.

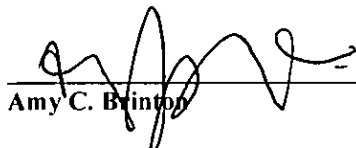
17. **Release.** Upon payment in full of all amounts owing to Beneficiary under the Note and this Deed of Trust, this Deed of Trust and Beneficiary's rights in the Property will terminate, Beneficiary will instruct Trustee to reconvey the Property, and Trustee will reconvey the Property pursuant to Utah Code § 57-1-33.1, without charge to Trustor, except that Trustor will pay the recording fees for the reconveyance.

18. **General.** Beneficiary or Trustee may waive or delay enforcing any of Beneficiary's rights under this Deed of Trust without losing them. Any waiver by Beneficiary of any provisions of this Deed of Trust will not be a waiver of that or any other provision on any other occasion.

19. **Trustee.** Trustee accepts the trusts herein created when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee, by its acceptance hereof, agrees to perform and fulfill the trusts herein created, and will be liable only for his negligence or misconduct. Upon receipt by Trustee of instructions from Beneficiary at any time or from time to time, Trustee will give any notice or direction or exercise any right, remedy or power hereunder or in respect of the Property as is specified in such instructions, and approve as satisfactory all matters required by the terms hereof to be satisfactory to Trustee or Beneficiary. Trustee may, but need not, take any of such actions in the absence of such instructions. Trustee may resign at any time upon giving of not less than 30 days' prior notice to Beneficiary, but will continue to act as trustee until his successor is chosen and qualified. In the event of death, removal, resignation, or refusal or inability to act of Trustee, Beneficiary will have the irrevocable power, with or without cause, without notice of any kind, and without applying to any court, to select and appoint a successor trustee by filing an instrument of appointment for record in the Utah County Recorder's Office, and upon such recordation the successor trustee will become vested with the same powers, rights, duties, and authority of Trustee with the same effect as if originally made Trustee hereunder. Such successor will not be required to give bond for the faithful performance of its duties unless required by Beneficiary.

Trustor has executed this Deed of Trust as of the date first mentioned above.


Samuel S. Brinton


Amy C. Brinton

State of Utah)
) ss.
County of Utah)

The foregoing instrument was acknowledged before me on September 24, 2020, by Samuel S. Brinton and Amy C. Brinton.


Notary Public

