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Gary Christensen Washington County Recorder
07/15/2025 04:45:08 PM Fee \$ 40.00
By ARGUS LAW GROUP PC



When Recorded Mail to:
Argus Law Group, PC
2107 W. Sunset Blvd, 2nd Floor
St. George, UT 84770

Parcel No: GLH-17-A-NW

TRUST DEED

This Trust Deed is made by and between Patrick D. Osmond (referred to as the "Trustor"), as Trustor, Allison Osmond, ("Beneficiary"), as Beneficiary, and Daniel J. Tobler of Slemboski & Tobler, 32 East 100 South, Suite 203, St. George, UT 84770, as Trustee.

WITNESSETH: that Trustor conveys and warrants to Beneficiary, with power of sale, the following described real property (' Property') situated in Washington County, State of Utah.

GARDNER-LAKEVIEW HEIGHTS (-) Lot: 17 THRU:- Lot: 19 ALL OF LOTS 17, 18, AND 19 OF THE GARDNER-LAKEVIEW HEIGHTS SUBDIVISION, OFFICIAL RECORDS, WASHINGTON COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID GARDNER-LAKEVIEW HEIGHTS SUBDIVISION, POINT LIES SOUTH 00°01'30" WEST ALONG THE SECTION LINE 653.88 FEET AND SOUTH 62°30'38" EAST 228.53 FEET, FROM THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP 40 SOUTH, RANGE 17 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 62°30'38" EAST ALONG THE NORTH LINE OF SAID SUBDIVISION 471.06 FEET TO THE NORTHWEST CORNER OF LOT 20 SAID SUBDIVISION; THENCE SOUTH 27°29'22" WEST ALONG THE WEST LINE OF SAID LOT 143.16 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BOWLER ROAD; THENCE ALONG SAID LINE THE FOLLOWING THREE (3) COURSES: 1) NORTH 61°58'45" WEST 78.44 FEET, 2) NORTHWESTERLY ALONG A 35.36 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 39°28'58" WEST A DISTANCE OF 27.06 FEET), CENTER POINT LIES NORTH 28°01'04" EAST THROUGH A CENTRAL ANGLE OF 44°59'55", A DISTANCE OF 27.77 FEET, AND 3) WESTERLY ALONG A 50.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 84°29'37" WEST A DISTANCE OF 92.39 FEET), CENTER POINT LIES SOUTH 73°00'59" WEST THROUGH A CENTRAL ANGLE OF 135°01'12", A DISTANCE OF 117.83 FEET TO THE NORTHEAST CORNER OF LOT 16 SAID SUBDIVISION; THENCE NORTH 62°00'00" WEST ALONG THE NORTH LINE OF SAID LOT 168.53 FEET TO THE WEST LINE OF SAID SUBDIVISION; THENCE NORTH 07°02'56" WEST ALONG SAID LINE 200.22 FEET, TO THE POINT OF BEGINNING. CONTAINING 62,663 SQUARE FEET OF 1.44 ACRES.

Parcel No: GLH-17-A-NW

Common Address: 126 East Bowler Road, Gunlock, UT 84733.

Together with all buildings, fixtures and improvements thereon, now or hereafter used or enjoyed with said property, or any part thereof;

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by a Trust Deed Note of even date herewith; namely, the sum certain is twenty-five thousand dollars (\$25,000.00) made by Trustor payable to the order of Beneficiary in the manner as therein set forth and (2) the performance of each agreement of Trustor herein contained.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

1. To keep said Property in good condition and repair; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property may be reasonably necessary.
2. Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a material default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.
3. To procure and maintain insurance on the improvements now existing or hereafter erected or placed on said property.
4. To pay all taxes and assessments affecting said property, including all assessments upon on utilities used in connection with said property; to pay, when due, all encumbrances charges and liens, on said property.

IT IS MUTUALLY AGREED THAT:


5. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire or earthquake, or in any other manner, Trustor shall restore, repair or otherwise preserve the value of the property with the compensation from any such occurrence.
6. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.
7. Upon material default by Trustor in the payment of the indebtedness secured hereby, the sum due which is secured hereby shall become due and payable. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall record such notice for record in the county wherein said property is situated.

Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

8. After the lapse of such time as is then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee may sell said Property on the date and at the time and place designated in said notice of sale to the highest bidder, with the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale. Trustee shall execute and deliver to the purchaser its deed conveying said property so sold, but without any covenant or warranty, express or implied. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale sand of the sale, including the payment of the Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale on Trustee's Deed; (3) all other sums then secured hereby; and (4) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.
9. Upon the occurrence of material default hereunder, Beneficiary shall have the option to declare the sum secured hereby immediately due and payable, and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceeding all reasonable costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.
10. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the county recorder a substitution of trustee. From the time the substitution is filed for record, the successor trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.
11. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisee, administrators, executors, successors and assigns.
12. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
13. Trustee accepts this trust when this Trust Deed duly executed and acknowledged, is made a public record as provided by law. Except as mandated by Utah law, Trustee in not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless

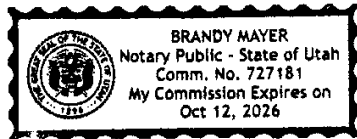
14. This Trust Deed shall be construed according to the laws of the State of Utah.
15. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Trustor at Trustor's last known residence, to Trustor's attorney Shawn T. Farris of Argus Law Group, PC, 2107 W. Sunset Blvd, 2nd Floor, St. George, UT 84770, and to the address of the Property hereinbefore set forth.

SIGNATURE OF TRUSTOR:


Patrick D. Osmond

STATE OF UTAH)
)
) : ss.
COUNTY OF WASHINGTON)

On the 19 day of December 2024, Patrick D. Osmond personally appeared before me, a notary public, who duly acknowledged to me that he voluntarily and knowingly executed this Trust Deed and for the purpose stated therein.



B. Manner
Notary Public