

Warranty Deed Page 1 of 4

Gary Christensen Washington County Recorder
08/07/2025 08:04:17 AM Fee \$40.00 By HALLIDAY,
WATKINS & MANN, P.C.

AFTER RECORDING RETURN TO:
HALLIDAY, WATKINS & MANN, P.C.
376 East 400 South, Suite 300
Salt Lake City, UT 84111

File #UT26355
Parcel # SG-SUR-15-959

WARRANTY DEED

Dawn M. Dalton, Successor Trustee of the Robert S. Drabeck and Joan A. Drabeck Revocable Trust, dated September 14, 1998, of Clark County, State of Nevada, Grantor, hereby CONVEYS AND WARRANTS to **Secretary of Housing and Urban Development, its successors and assigns**, whose tax mailing address is c/o Compu-Link, 14002 East 21st Street, Tulsa, OK 74134, and mailing address is 451 7th Street SW, Washington D.C. 20410, as Grantee, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described property located at 4749 Bonita Bay Drive, Saint George, UT 84790, in Washington, State of Utah:

All of Lot Nine Hundred Fifty Nine (959), Sun River St. George, Phase 15, St. George City, Washington County, Utah, according to the official plat thereof.

Subject to a first Deed of Trust indebtedness in favor of MetLife Home Loans, a Division of MetLife Bank, N.A., evidenced by a Note of July 2, 2009, secured by a Deed of Trust of even date, which was recorded July 6, 2009, in the office of the County Recorder of Washington County, State of Utah, as Document No. 20090025908; said Deed of Trust subsequently assigned to Champion Mortgage Company dated January 14, 2013, recorded February 19, 2013, in the office of the County Recorder of Washington County, State of Utah, as Doc ID No. 20130006031; said Deed of Trust subsequently assigned to The Secretary of Housing and Urban Development, its successors and assigns, dated March 24, 2017, recorded April 10, 2017, in the office of the County Recorder of Washington County, State of Utah, as Doc ID No. 20170014634. Also subject to a second Deed of Trust indebtedness in favor of The Secretary of Housing and Urban Development, evidenced by a Note of July 2, 2009, secured by a Deed of Trust of even date, which was recorded July 6, 2009, in the office of the County Recorder of Washington County, State of Utah, as Document No. 20090025909. This deed is executed and delivered to the Grantee in lieu of foreclosure and upon the agreement and understanding that the Grantor will be released from personal liability for said indebtedness including all accrued interest, late charges, penalties, legal fees and costs upon recording of this deed, pursuant to the terms of the Estoppel Affidavit attached hereto as Exhibit "A". Notwithstanding this conveyance, it is the express intention of both Grantor and Grantee that there shall be no merger of the interest conveyed to Grantee with the beneficial interest held by Grantee under its Deeds of Trust, for any reason, including, but not limited to, the fact that the same entity or affiliated entities may own, or hold, directly or indirectly, all such interests or any combination thereof, it being the express intention of both Grantor and Grantee that no merger be effected hereby and that the lien contained in the Deeds of Trust

WITNESS the hands of said Grantor, this 2 day of July, 2025.

Dawn M. Walton, Successor Trustee of the Robert S. Drabek
and Joan A. Drabek Revocable Trust, dated September 14, 1998
(please sign exactly as typed above)

State of: ILLINOIS)
County of: COOK) :ss.

Official Seal
AHMED RASOOL
Notary Public, State of Illinois
Commission No. 918153
My Commission Expires October 6, 2028

Notary Public

Exhibit "A"

ESTOPPEL AFFIDAVIT

State of: ILLINOIS)

SS

County of: COOK)

This affidavit, made this 2 day of July, 2025, by Dawn M. Dalton, Successor Trustee of the Robert S. Drabeck and Joan A. Drabeck Revocable Trust, dated September 14, 1998, herein referred to as Grantor:

WITNESSETH:

That the Grantor is the owner of the premises described below and a promissory note was executed by Robert S. Drabeck and Joan A. Drabeck, Individually and as Trustees of The Robert S. Drabeck and Joan A. Drabeck Revocable Trust, dated September 14, 1998, on July 2, 2009, in the principal sum of \$479,850.00, and secured by a Deed of Trust of even date, which was recorded on July 6, 2009 in the office of the County Recorder of Washington, State of Utah, as Document No. 20090025908; and a second promissory note executed by Robert S. Drabeck and Joan A. Drabeck, Individually and as Trustees of The Robert S. Drabeck and Joan A. Drabeck Revocable Trust, dated September 14, 1998, on July 2, 2009, in the principal sum of \$479,850.00, and secured by a Deed of Trust of even date, which was recorded on July 6, 2009 in the office of the County Recorder of Washington, State of Utah, as Document No. 20090025909, covering the real estate located at 4749 Bonita Bay Drive, Saint George, UT 84790, and more particularly described as follows:

All of Lot Nine Hundred Fifty Nine (959), Sun River St. George, Phase 15, St. George City, Washington County, Utah, according to the official plat thereof.

The Grantor has defaulted in the payments due on the note and are unable to meet the obligations of the Note(s) and Deed(s) of Trust according to the terms thereof.

That the Grantor is the party who made, executed, and delivered that certain Warranty Deed in lieu of foreclosure to **Secretary of Housing and Urban Development, its successors and assigns** dated July 2, 2025, conveying the above described property. The Grantor hereby acknowledges, agrees, and certifies that the deed is an absolute conveyance of the Grantor's right, title, and interest in and to said real estate, together with all buildings thereon and appurtenances thereunto belonging and appertaining, and with release of all dower and homestead rights in and to said real estate, and also conveys, transfers, and assigns the Grantor's rights of possession, rentals, and equity of redemption in and to said premises. The value of the real estate is not in excess of the amount of said indebtedness outstanding.

The deed was given voluntarily by the Grantor to the Grantee in good faith on the part of the Grantor and the Grantee without any fraud, misrepresentation, duress, or undue influence whatsoever, and was not given as a preference against any other creditors of the Grantor. The deed of conveyance shall not restrict the

right of the Grantee to institute foreclosure proceedings if the condition of the title or other matters make the same necessary or desirable all at the option and decision of the Grantee, but said deed shall be and is hereby intended and understood to be an absolute conveyance and an unconditional sale, with full extinguishment of the Grantor's equity of redemption, and with the full release of all of the Grantor's right, title and interest of every character in and to said property. The Warranty Deed is executed and delivered to the Grantee in lieu of foreclosure and upon the agreement and understanding that the Grantor will be released from personal liability for said indebtedness upon the recording of the Deed.

The Grantor agrees that the Warranty Deed was and is an absolute conveyance of the title to said real property to the Grantee therein named, is not intended as a mortgage, trust conveyance or security of any kind, and possession of said premises has been surrendered, or will be surrendered and delivered upon the execution of this Affidavit and the Warranty Deed. The property must be vacant, tenant free, and broom swept. Any personal property left in the home at the time the deed in lieu is complete will become the property of the Grantee and may be disposed of how the Grantee sees fit. If the property is not in satisfactory condition, the deed in lieu is void and will not be recorded.

This affidavit has been made for the protection and benefit of the aforesaid Grantee in said deed, its successors and assigns, and all other parties hereinafter dealing with, or who may acquire an interest in the property described therein and shall bind the respective heirs, executors, administrators, and assigns of the undersigned.

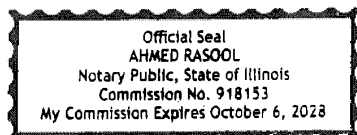
WITNESS the hands of said Grantor, this 2 day of July, 2025.

Dawn M. Dalton, Successor Trustee of the Robert S. Drabeck and Joan A. Drabeck Revocable Trust, dated September 14, 1998

Dawn M. Dalton, Successor Trustee of the Robert S. Drabeck
and Joan A. Drabeck Revocable Trust, dated September 14, 1998
(please sign exactly as typed above)

State of: ILLINOIS)
)
) :ss.
County of: COOK)

On the 2 day of JULY, 2025, personally appeared before me, Dawn M. Dalton, Successor Trustee of the Robert S. Drabeck and Joan A. Drabeck Revocable Trust, dated September 14, 1998, the signer of the above instrument, who duly acknowledged to me that they executed the same.



[Signature]
Notary Public