

RETURNED

AUG 30 2005

2101046
BK 3860 PG 485

E 2101046 B 3860 P 485-487
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
08/30/2005 10:13 AM
FEE \$14.00 Pgs: 3
DEP RT REC'D FOR DOUG HAAGA

REAL ESTATE CONTRACT

sw 17-4n-1w
10-029-0098

6/29/2005

FOR VALUE RECEIVED, the undersigned, Doug Haaga, of Sandy promises to pay to the order of The Haaga Family Trust, Bruce Haaga Trustee, at 1155 n Main St or such other place as the holder may designate in writing to the undersigned, the principal sum of 1,267,000.00 and property taxes. For the property located 1155 n main Layton Utah 84041. A commercial strip mall. Land serial #10-0290098. Which together with interest thereon from date hereof until paid, And such payments will be paid as follows The 1st Mortgage of 927,000 with Zions bank with payments 7,381.29 per month will be paid. Also a 2nd mortgage of 339,000 with 1st Centennial Bank with payments 3,000.00 per month will be paid. And Property taxes 16,083.14 will be paid. ~~The entire principal amount shall be repaid on 12/31/2005.~~ *DK* *DA*

Payments shall be applied first to accrued interest and the balance to principal.

All or any part of the aforesaid principal sum may be prepaid at any time and from time to time without penalty. ~~Notwithstanding the foregoing, no such prepayment may be made prior to 12/31/2005.~~ *DK* *DA*

In the event of any default by the undersigned in the payment of principal or interest when due or in the event of the suspension of actual business, insolvency, assignment for the benefit of creditors, adjudication of bankruptcy, or appointment of a receiver, of or against the undersigned, the unpaid balance of the principal sum of this Real estate contract shall at the option of the holder become immediately due and payable.

Property Description

BEG AT APT N 908.62 FT & E 922.57 FT FR THE SW COR SEC 17-T4 N -R1W, SLM; SD PT BEING THE INTERSEC 0....77 AC**

The maker and all other persons who may become liable for the payment hereof severally waive demand, presentment, protest, notice of dishonor or nonpayment, notice of protest, and any and all lack of diligence or delays in collection which may occur, and expressly consent and agree to each and any extension or postponement of time of payment hereof from time to time at or after maturity or other indulgence, and waive all notice thereof.

In case suit or action is instituted to collect this note and Real Estate contract, or any portion hereof, the maker promises to pay such additional sum, as the court may adjudge reasonable, attorneys' fees in said proceedings.

This note is made and executed under, and is in all respects governed by, the laws of the State of Utah. *Haagas Property Management*

Buyer *Doug Haaga* Date 8/30/05 *cl*
Seller *Bruce Haaga* Date 6/30/05

-RECORDER'S MEMO-
LEGIBILITY OF TYPING OR PRINTING
UNSATISFACTORY IN THE DOCUMENT
WHEN RECEIVED

This certificate is attached to a 1 page document entitled/dealing with Real Estate Contract and dated 8/30, 2005.
Aug 30, 2005

Acknowledgment Certificate

State of Utah)

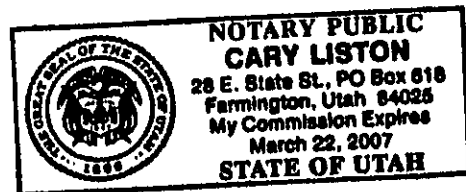
County of Davis)

On this _____ day of _____, _____, be fore me,
_____, a notary public, personally appeared
Doug Haag, Haag's Property Management
_____ who is personally known to me

whose identity I proved on the basis of ut driver's license
_____ whose identity I proved on the oath/affirmation of _____
a credible witness

to be the person(s) whose name(s) is(are) subscribed to this instrument, and
acknowledged that he/she/they executed the same.

Cary Liston
Notary Public



Parcel Vesting Information

08/12/1999 to Present

BK 3860 PG 487

Serial Number: 10-029-0098

Location

Location: 4 N 1 W 17 SW

Vested Owners

HAAGA, BRUCE EDWARD

HAAGA, DELYN TR

HAAGA FAMILY TRUST DATED 11-16-84

Tax District

39 LAYTON ABC

Legal Description

BEG AT A PT N 908.62 FT & E 922.57 FT FR THE SW COR SEC 17-T4N-R1W, SLM, SD PT BEING THE INTERSEC OF THE S LN OF HWY 91 & THE W LN OF 1120 NORTH STR & RUN TH S 38°27'50" W 145.00 FT ALG THE W LN OF 1120 NORTH STREET; TH N 51°32'10" W 230.00 FT, TH N 38°27'50" E 145.56 FT TO A PT ON THE S LN OF HWY 91; TH S 51°23'50" E 230.00 FT ALG SD S LN TO THE POB CONT. 0.77 ACRES