

ENTRY NO. 00210430

04/14/2025 11:53:47 AM B: 0635 P: 0342

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ISIS SMITH, KANE COUNTY RECORDER

FEE \$ 40.00 BY MELVIN HAMILTON



When recorded return to:

Melvin H Hamilton and Lynette G Hamilton

170 N. Crescent Butte Trl
Kanab UT 84741

DEED OF TRUST
(With Assignment of Rents)

THIS DEED OF TRUST, made on April 11, 2025 between

Eddie L. Strong,
whose address is 30 N. 200 W. STE B Kanab, UT 84741
as TRUSTOR(S),

and

Eagle Gate Title Insurance Agency
Whose address is 468 E. 300 S. Kanab, UT 84741
as TRUSTEE,

and

Melvin H Hamilton and Lynette G Hamilton
Whose address is 170 N. Crescent Butte Trl Kanab UT 84741
as BENEFICIARY,

WITNESSETH: Trustor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in Kane County, Utah:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Tax Parcel Number(s): K-20-5

This deed is for the purpose of securing performance of each agreement of Trustor(s) herein contained, and payment of the sum of **NINE THOUSAND EIGHT HUNDRED FORTY FIVE DOLLARS AND NINE CENTS** Dollars (\$9,845.09) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Trustor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Trustor(s), or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

2. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.
3. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.
4. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Trustor(s). The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Trustor(s) in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
5. To 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 title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
6. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
7. Should Trustor(s) fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

- A. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
- B. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
- C. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Trustor(s) and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
- D. Upon default by Trustor(s) in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the non-judicial foreclosure statutes of the State of Utah, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.

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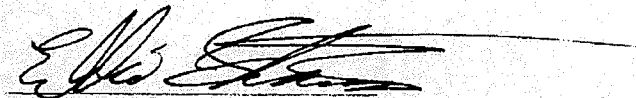
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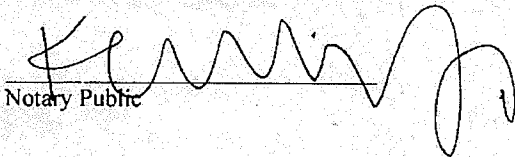
- E. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Trustor(s) had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.
- F. The power of sale conferred by this Deed of Trust and afforded under the non-judicial foreclosure statutes of the State of Utah is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
- G. In the event of the death, incapacity, disability, or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Trustor(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
- H. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.
- I. In the event of Default under the terms of repayment of the indebtedness, Beneficiary may, at its sole discretion, elect to have any and all rental income assigned directly to it for payment on the note secured by this Deed of Trust, and shall give notice to Trustor of the same. Execution of this document shall serve as the assignment of such rents in times of default, and authorization by the undersigned for Beneficiary to contact tenants residing at property secured by this instrument. When requested by Beneficiary in writing, Trustor shall provide information for any tenants paying rent for use of the property within ten calendar days. If no information is provided by Trustor, Beneficiary is authorized after ten days to contact tenants directly to give notification of such Assignment of Rents. Any election by Beneficiary to receive rental income or receive an assignment of rental income is not, in and of itself, a cure of any default by Trustor for late or missing payment(s). Further, it does not represent a singular or exclusive remedy for Beneficiary under such a default.

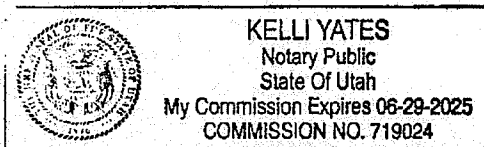

Eddie L. Strong

STATE OF UTAH
COUNTY OF KANE

On this 11 day of April, 2025, before me Kelli Yates, a notary public, personally appeared Eddie L. Strong, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged he/she/they executed the same.

Witness my hand and official seal


Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

Property Address: 30 North 200 West, Kanab, UT 84741

Tax Parcel Number(s): K-20-5

Property Description:

BEGINNING at a point 110.0 feet North of the Southwest Corner of Lot 2, Block 20, Plat "A", of the Official Survey of Kanab Townsite, and running thence East 176.0 feet; thence North 84.0; thence West 176.0 feet; thence South 84.0 feet to the point of beginning

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