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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
12/12/2017 03:23 PM  
FEE \$24.00 Pgs: 8  
DEF RTT REC'D FOR WYNONA MAYER

**Prepared By:** |  
**WYNONA MAYER** |  
**111 Nature Walk Parkway #105** |  
**Saint Augustine, FL 32092** |

**After Recording Return To:** |  
**WYNONA MAYER** |  
**111 Nature Walk Parkway #105** |  
**Saint Augustine, FL 32092** |

*06-108-0006*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST**

**THIS DEED OF TRUST (the "Trust") dated January 01, 2018, is made by and between:**

**JOSHUA WRIGHT** of 559 South 1300 West, Woods Cross, Utah 84087  
(the "Borrower")

**-AND-**

**WYNONA MAYER** of 111 Nature Walk Parkway #105, Saint Augustine, Florida 32092  
(the "Lender")

**-AND-**

**WYNONA MAYER** of 111 Nature Walk Parkway #105, Saint Augustine, Florida 32092  
(the "Trustee")

**WITNESSETH:**

**THAT FOR AND IN CONSIDERATION OF** the sum lent to the Borrower by the Lender, in the amount of **ONE HUNDRED AND TWO THOUSAND, TWO HUNDRED AND FORTY DOLLARS (\$102,240.00)** (the "Principal Amount") as evidenced by the Promissory Note (the "Note") dated January 01, 2018, the receipt of which the Borrower does hereby acknowledge itself indebted, the Borrower **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS** to TRUSTEE IN TRUST, WITH POWER OF SALE, the following described real property (the "Property"), located at 559 South 1300 West in the County of DAVIS, State of Utah, with the following legal description:

**All of Lot 6, AMD West Woods Mobile Home PUD, Cont. 0.15 acres.**

In addition, the following shall be included:

**Mobile Home on this property: VIN/HIN ID37771266A**

**TOGETHER WITH** all the improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the Property. All replacements and additions will also be covered by this Trust.

**SELLER COVENANTS** that SELLER is the legal owner of the real estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered.

**To Protect the Security of this Deed of Trust, the parties do hereby agree as follows:**

**TERMS RELATING TO PAYMENT**

**1. PROMISE TO PAY.** The Borrower, for value received, promises to pay to the Lender the Principal Amount and the Escrow Amount according to the terms outlined in this Deed of Trust and Promissory Note in the amount of One Hundred and Two Thousand Dollars, Two Hundred and Forty and no/100 Dollars, and the Real Estate Contract Purchase Agreement signed by both the Borrower and Lender. (Seller)

**2. PAYMENTS.** The Borrower agrees to pay the Lender the Principal Amount due without interest. The Loan is to be repaid as follows:

- a. The Total Principal Amount without interest will be repaid on the first of each month in monthly installments of **\$568.00**.

- b. The Total Escrow amount will be paid on the first of each month in the amount of **\$232.00**
- c. The total monthly payment due on the first of each month is **\$800.00**
- d. The balance, of the Principal Amount owed under this Trust will be due and payable on December 01, 2032 (the "Maturity Date").

**3. PAYMENT LOCATION.** The Borrower will make payments to Rachel Richins, P.O. Box 540837, North Salt Lake, Utah 84054, or at such other place as may be designated by Lender at a later date.

**4. FUNDS FOR ESCROW ITEMS.** The Borrower will pay to Lender, **TWO HUNDRED THIRTY-TWO AND no/100 (\$232.00)** on the 1st of each month which shall be held in Escrow for the payment of : (a) Property taxes, (b) HOA Fees, (c) Homeowner's Insurance and any other items which can take priority over this Trust as a lien or encumbrance on the Property; These items are called "Escrow Items."

The Lender will collect and hold the Escrow Funds in accordance with the Real Estate Settlement Procedures Act (the "RESPA"). Lender will estimate the amount of Funds due in accordance with Applicable Law. If there is a surplus of Funds held in escrow, as defined under RESPA, the Lender must provide to Borrower the excess funds in accordance with RESPA. If there is a shortage or deficiency of Funds held in escrow, as defined under RESPA, Lender must notify Borrower in writing and Borrower must pay to Lender the amount necessary to make up the shortage or deficiency.

**5. OBLIGATION TO PAY.** The Lender agrees to pay all moneys collected and held in Escrow for the Taxes, HOA Fees, and Homeowner's Insurance in a timely manner on behalf of the Trustee.

**6. RELEASE AND RECONVEYANCE.** Upon payment of all sums secured by this Trust, the Lender will issue a Quit Claim Deed (without warranty) to the Trustee and will surrender and reconvey this Deed of Trust and the Promissory Note evidencing total repayment of debt secured by this Deed of Trust to Trustee. Trustee may then file said Quite Claim Deed and will pay any recordation costs.

**7. DUE ON SALE CLAUSE.** The Trustee will not sell, transfer, assign, or otherwise dispose of all or part of the Property or any interest in the Property. To do so will constitute a breach of this contract and the total amount due will be immediately due to the Lender. The Promissory Note and Deed of Trust are not assumable or transferrable.

**8. PROPERTY INSURANCE.** The Borrower must keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term

"extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which the Lender requires insurance. The insurance carrier providing the insurance will be chosen by the Borrower. However, the Lender will have the right to disapprove the Borrower's choice, which right may not be unreasonable.

If the Borrower fails to maintain any of the coverage's described above, then Lender may obtain insurance coverage, at Lender's discretion and Borrower's expense. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of the insurance that the Borrower could have obtained. However, any amounts paid by Lender will become additional debt of the Borrower and secured by this Trust. The amounts paid by the Lender will bear interest at the Interest Rate of 10% from the date of payment and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies must include a standard mortgage and/or trust clause and will name Lender as mortgagee stating that any loss is payable to the Lender. Borrower further agrees to generally assign rights to insurance proceeds to the Lender up to the amount of the outstanding loan balance. If, at the request of the Lender, Borrower will provide Lender (a) a copy of the insurance policy; (b) all receipts of paid premiums and renewal notices.

In the event of loss, the Borrower must give prompt notice to the insurance carrier and to the Lender. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds must be applied to restoration or repair of the Property, if the restoration or repair is economically feasible. If the restoration or repair is not economically feasible, the insurance proceeds will be applied to the remainder of this Trust, whether or not the balance of the Trust is then due, with the excess, if any, paid to the Borrower.

**9. OCCUPANCY, MAINTENANCE, AND REPAIR.** The Borrower will occupy, establish, and use the Property as Borrower's principal residence after the execution of this Deed of Trust. The Borrower will not allow the Property to become vacant without the written consent of the Lender. The Borrower will not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. The Borrower will maintain the Property in order to prevent the Property from deteriorating or decreasing value due to its condition. Unless repair or restoration is not economically feasible, Borrower will promptly make all necessary repairs, replacements, and improvements to avoid any further deterioration or damage. The Lender may, whenever necessary, make reasonable entries upon and inspections of the Property. If the Borrower neglects to maintain the Property in good condition or allows the Property to deteriorate resulting in decreased property value, the Lender will have the right to make such repairs and improvements as it considers necessary to maintain the Property. The Borrower will not sub-let or rent the property at any time. The Borrower will not have multiple families living in the property. Any violation of the above constitutes a breach of contract and the Lender has the right to call the Loan Due immediately.

**10. HAZARDOUS SUBSTANCES.** The Borrower will not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on the Property. Hazardous substances include pollutants, wastes, and those substances defined as toxic or hazardous substances by

environmental law, as well as 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. Furthermore, the Borrower will not, nor allow anyone else to do, anything affecting the Property involving any hazardous substances that would materially affect the value of the Property. The Borrower will promptly take all necessary remedial actions under federal, state, and local laws regarding hazardous substances.

### **DEFAULT AND REMEDIES**

**11. DEFAULT.** The Borrower will be considered in default under the terms of this Trust if any of the following conditions are met:

- a. The Borrower fails to pay the sum of the Principal Amount or any other amounts due under this Trust or the Real Estate Contract Purchase Agreement.
- b. The Borrower fails to perform or comply with any of the terms and conditions or any obligations or responsibilities due under this Trust or the Real Estate Contract Purchase Agreement or Promissory Note.
- c. The Borrower has given or made, at any time during the loan process, any materially false, misleading, or inaccurate information or statements to the Lender or any other party under this Trust in connection with the loan.
- d. If any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Trust.
- e. If a lien or any other encumbrance is registered against the Property.
- f. The Borrower abandons or fails to occupy the Property.
- g. The Property or any material part of the Property is expropriated.
- h. The Borrower "rents" or "sublets" the property or has multiple families living in the property.

**12. ACCELERATION.** If at any time the Borrower should be in default under this Trust, the Lender must give notice to the Borrower. The notice must specify: (a) the default; (b) the action required to cure the default (if allowable); (c) a date on which the default must be cured, and (d) If the default is not curable and/or if the default is not cured on or before the date specified in the notice, the Lender at its option may require immediate payment in full of all sums, including the Principal Amount secured by this Trust. If the default is cured, the Trust will be reinstated. If the default is not cured, the Lender may file the Quit Claim Deed without any judicial proceedings; that was executed by the Borrower at the time of purchase as stated in the Real Estate Contract Purchase Agreement.

The Lender will at all times retain the right to require immediate payment in full in the event of default. Any forbearance on the part of the Lender upon default, which includes but is not limited to acceptance of late payment, acceptance of payment from third parties, or acceptance of payments less than the amount due, will not constitute a waiver to enforce acceleration on default.

**13. PROTECTION OF LENDER'S INTEREST.** If at any time the Borrower fails to perform the covenants and agreements under this Trust, or if there is a legal proceeding that significantly affects the Lender's interest in the Property, or if the Borrower has abandoned the Property, then the Lender may do and pay for whatever is reasonable or appropriate to protect the Lender's interest in the Property and/or rights under this Trust, which includes, but is not limited to:

- a. Paying any sums secured by a lien which has priority over this Trust;
- b. Appearing in court;
- c. Paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Trust; and
- d. Paying for reasonable costs to repair and maintain the Property.
- e. Filing the Quit Claim Deed without Judicial proceedings.

The Lender will at all times retain the right to take action under this Section. However, the Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that the Lender will not incur any liability for not taking any or all actions to perform such tasks. Furthermore, any amounts paid by the Lender will become additional debt of the Borrower secured by this Trust.

**14. POWER OF SALE.** If at any time the Borrower is in default under this Trust, the Lender will have the right and authority to File the Quit Claim Deed that was executed by the Borrower at the time of purchase as stated in the Real Estate Contract Purchase Agreement. Lender may foreclose and force the sale of the Property without any judicial proceeding. Any delay in the exercising of this right will not constitute a waiver to exercise this right at a later date should the Borrower remain in default or subsequently default again in the future.

**15. REMEDIES.** The Lender will also have the right to invoke all remedies permitted under Applicable Law, whether or not such remedies are expressly granted in this Trust.

### MISCELLANEOUS TERMS

**16. GOVERNING LAW.** This Trust will be construed in accordance with the laws of the state

of Utah ("Applicable Law"). Applicable Law will include all controlling applicable federal, state and local statutes. All rights and obligations under this Trust are subject to any requirements and limitations of Applicable Law.

**17. SEVERABILITY.** If any portion of this Trust will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Trust is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.


**18. STATUTORY PROVISIONS.** The provisions contained in this Trust are additional and supplemental, to the extent permitted by law, to the provisions set out in the Applicable Law as they relate to trusts.

**19. NOTICE.** All notice given by either party in connection with this Trust must be in writing. Notice will be considered sufficient when mailed by first class or certified mail to the address of the recipient. The recipient's address will be the property address as stated under this Trust unless another address has been designated. If there is a change of address by any party, that party must promptly notify all parties under this Trust of the change of address. Any notice will be considered effective on the same day that it was sent, unless the day falls on a national holiday, Saturday, or Sunday, in which case, the next business day will be considered as the day of receipt.

**20. DUE ON SALE.** All remaining amounts of the Principal shall be due upon the Sale of the REAL ESTATE. The Promissory Note is not assumable by anyone at any time.

**IN WITNESS WHEREOF** this Trust has been executed by the Borrower in the manner prescribed by law as of January 01, 2018 as stated above.

**Borrower:**

By:  \_\_\_\_\_ Date: 12-12-17  
**JOSHUA WRIGHT**

[Notary Acknowledgment to Follow]

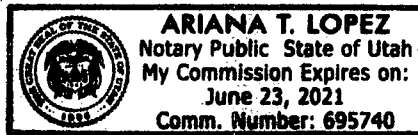
**Borrower Acknowledgement**

State of Utah )

~~County of Davis~~ Salt Lake County )

On December 12, 2017 before me, Ariana T. Lopez,  
personally appeared JOSHUA WRIGHT, who proved to me on the basis of satisfactory  
evidence to be the person whose name is subscribed to the within instrument and  
acknowledged to me that he/she executed the same in his/her authorized capacity, and  
that by his/her signature on the instrument the person, or the entity upon behalf of which  
the person acted, executed the instrument.

WITNESS my hand and official seal.



A. T. Lopez

(Notary Seal)

Notary Public  
June 23, 2021  
My commission expires