

America First Federal Credit Union
1344 W 4675 S
Riverdale UT 84405

Property Tax ID 02 083-0005
FIRST AMERICAN TITLE 55628048LA
UT 3844271 5
\$53 000 00

E 3214598 B 7417 P 1418-1429
RICHARD T HAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/27/2019 04 06 PM
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TRUST DEED

(Secures Open End Credit Under a Revolving Credit Line)

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 6 8 13 and 15 Certain rules regarding the usage of words used in this document are also provided in Section 11

(A) **Security Instrument** means this document which is dated 12/24/2019

(B) **Borrower** is

Matthew Egnew and Sarah W Egnew

Borrower is the trustor under this Security Instrument

(C) **Lender** is America First Federal Credit Union

Lender is a CREDIT UNION

organized and existing under the laws of UNITED STATES OF AMERICA

Lender's address is 1344 W 4675 S Riverdale UT 84405

Lender is the beneficiary under this Security Instrument

(D) **Trustee** is America First Federal Credit Union

(E) **Agreement** means the

Credit Line Account Variable Interest Rate Home Equity Secured Open End Credit Agreement and Truth In Lending Disclosure

signed by Borrower and dated 12/24/2019

The Agreement states that

Borrower may from time to time obtain advances not to exceed at any time an amount equal to the Maximum Credit Limit (as defined therein) of

Fifty Three Thousand

Dollars (U S \$ 53 000 00) the Maximum Principal Amount plus interest Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than N/A

(F) **Property** means the property that is described below under the heading Transfer of Rights in the Property

(G) **Loan** means the debt owed under the Agreement plus interest any late charges due under the Agreement and all sums due under this Security Instrument plus interest



(H) Riders means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | _____ |

(I) Applicable Law means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) Community Association Dues, Fees, and Assessments means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) Electronic Funds Transfer means any transfer of funds other than a transaction originated by check, draft or similar paper instrument which is initiated through an electronic terminal, telephonic instrument, computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers and automated clearinghouse transfers.

(L) Miscellaneous Proceeds means any compensation, settlement, award of damages or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for (i) damage to or destruction of the Property, (ii) condemnation or other taking of all or any part of the Property, (iii) conveyance in lieu of condemnation, or (iv) misrepresentations of or omissions as to the value and/or condition of the Property.

(M) Periodic Payment means the regularly scheduled amount due for (i) principal and interest under the Agreement plus (ii) any amounts under Section 3 of this Security Instrument.

(N) Successor in Interest of Borrower means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Agreement and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the Loan and all renewals, extensions and modifications of the Agreement and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Agreement. For this purpose, Borrower irrevocably grants, conveys and warrants to Trustee in trust, with power of sale, the following described property located in the COUNTY _____ of DAVIS _____

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LOT 5 CRESTWOOD SUBDIVISION PLAT A ACCORDING TO THE OFFICIAL PLAT THEREOF
ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE

which currently has the address of 467 EAST 1200 NORTH

BOUNTIFUL [City] Utah 84010 [Zip Code] [Street] (Property Address)

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 shall also be covered by this Security Instrument All of the foregoing is referred to in this Security Instrument as the Property

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant convey and warrant the Property and that the Property is unencumbered except for encumbrances of record Borrower further warrants and will defend generally the title to the Property against all claims and demands subject to any encumbrances of record

Borrower and Lender covenant and agree as follows

1 Payment of Principal Interest Late Charges or other Fees and Charges Borrower shall pay when due the principal of and interest on the debt owed under the Agreement and late charges or other fees and charges due under the Agreement Payments due under the Agreement and this Security Instrument shall be made in U S currency However if any check or other instrument received by Lender as payment under the Agreement or this Security Instrument is returned to Lender unpaid Lender may require that any or all subsequent payments due under the Agreement and this Security Instrument be made in one or more of the following forms as selected by Lender (a) cash (b) money order (c) certified check bank check treasurer's check or cashier's check provided any such check is drawn upon an institution whose deposits are insured by a federal agency instrumentality or entity or (d) Electronic Funds Transfer

Payments are deemed received by Lender when received at the location designated in the Agreement or at such other location as may be designated by Lender in accordance with the notice provisions in Section 10 Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current If Borrower has breached any covenant or agreement in this Security Instrument and Lender has accelerated the obligations of Borrower hereunder pursuant to Section 16 then Lender may accept any payment or partial payment insufficient to bring the Loan current without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future but Lender is not obligated to apply such payments at the time such payments are accepted If each Periodic Payment is applied as of its scheduled due date then Lender need not pay interest on unapplied funds Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current If Borrower does not do so within a reasonable period of time Lender shall either apply such funds or return them to Borrower If not applied earlier such funds will be applied to the outstanding principal balance under the Agreement immediately prior to foreclosure No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Agreement and this Security Instrument or performing the covenants and agreements secured by this Security Instrument

2 Charges Liens Borrower shall pay all taxes assessments charges fines and impositions attributable to the Property which can attain priority over this Security Instrument leasehold payments or ground rents on the Property if any and Community Association Dues Fees and Assessments if any

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender but only so long as Borrower is performing such agreement (b) contests the lien in good faith by or defends against enforcement of the lien in legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending but only until such proceedings are concluded or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument Lender

may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 2.

3 Property Insurance. Borrower shall 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 Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Borrower shall be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender but might or might not protect Borrower's equity in the Property or the contents of the Property against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 3 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the rate chargeable for advances under the Agreement from the date of disbursement and shall be payable with such interest upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies. All policies shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage not otherwise required by Lender for damage to or destruction of the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters or other third parties retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 16 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Agreement or this Security Instrument and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair

or restore the Property or to pay amounts unpaid under the Agreement or this Security Instrument whether or not then due

4 Preservation Maintenance and Protection of the Property, Inspections Borrower shall not destroy damage or impair the Property allow the Property to deteriorate or commit waste on the Property Whether or not Borrower is residing in the Property Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition Unless it is determined pursuant to Section 3 that repair or restoration is not economically feasible Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage If insurance or condemnation proceeds are paid in connection with damage to or the taking of the Property Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed If the insurance or condemnation proceeds are not sufficient to repair or restore the Property Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration

Lender or its agent may make reasonable entries upon and inspections of the Property If it has reasonable cause Lender may inspect the interior of the improvements on the Property Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause

5 Protection of Lender's Interest in the Property and Rights Under this Security Instrument

If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy probate for condemnation or forfeiture for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations) or (c) Borrower has abandoned the Property then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument including protecting and/or assessing the value of the Property and securing and/or repairing the Property Lender's actions can include but are not limited to (a) paying any sums secured by a lien which has priority over this Security Instrument (b) appearing in court and (c) paying reasonable attorneys fees to protect its interest in the Property and/or rights under this Security Instrument including its secured position in a bankruptcy proceeding Securing the Property includes but is not limited to entering the Property to make repairs change locks replace or board up doors and windows drain water from pipes eliminate building or other code violations or dangerous conditions and have utilities turned on or off Although Lender may take action under this Section 5 Lender does not have to do so and is not under any duty or obligation to do so It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 5 Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument These amounts shall bear interest at the Agreement rate from the date of disbursement and shall be payable with such interest upon notice from Lender to Borrower requesting payment If this Security Instrument is on a leasehold Borrower shall comply with all the provisions of the lease If Borrower acquires fee title to the Property the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing

6 Assignment of Miscellaneous Proceeds, Forfeiture All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender If the Property is damaged such Miscellaneous Proceeds shall be applied to restoration or repair of the Property if the restoration or repair is economically feasible and Lender's security is not lessened During such repair and restoration period Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction provided that such inspection shall be undertaken promptly Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds If the restoration or repair is not economically feasible or Lender's security would be lessened the Miscellaneous Proceeds

shall be applied to the sums secured by this Security Instrument whether or not then due with the excess if any paid to Borrower

In the event of a total taking destruction or loss in value of the Property the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not then due with the excess if any paid to Borrower

In the event of a partial taking destruction or loss in value of the Property in which the fair market value of the Property immediately before the partial taking destruction or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking destruction or loss in value unless Borrower and Lender otherwise agree in writing the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction (a) the total amount of the sums secured immediately before the partial taking destruction or loss in value divided by (b) the fair market value of the Property immediately before the partial taking destruction or loss in value Any balance shall be paid to Borrower

In the event of a partial taking destruction or loss in value of the Property in which the fair market value of the Property immediately before the partial taking destruction or loss in value is less than the amount of the sums secured immediately before the partial taking destruction or loss in value unless Borrower and Lender otherwise agree in writing the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages Borrower fails to respond to Lender within 30 days after the date the notice is given Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument whether or not then due Opposing Party means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds

Borrower shall be in default 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 Security Instrument Borrower can cure such a default and if acceleration has occurred reinstate as provided in Section 14 by causing the action or proceeding to be dismissed with a ruling that in Lender's judgment precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender

7 Borrower Not Released Forbearance By Lender Not a Waiver Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower Any forbearance by Lender in exercising any right or remedy including without limitation Lender's acceptance of payments from third persons entities or Successors in Interest of Borrower or in amounts less than the amount then due shall not be a waiver of or preclude the exercise of any right or remedy

8 Joint and Several Liability Co-signers, Successors and Assigns Bound The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower subject to the provisions of paragraph 13 Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several However any Borrower who co signs this Security Instrument but is not personally liable under the Agreement (a co signer) (a) is co-signing this Security Instrument only to mortgage grant and convey the co signer's interest in the Property under the terms of this Security Instrument (b) is not personally obligated to pay the sums secured by this Security Instrument and (c) agrees that Lender and any other Borrower can agree to extend modify

forbear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without the co signer's consent

9 Loan Charges Lender may charge Borrower fees for services performed in connection with Borrower's default for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument including but not limited to attorneys fees property inspection and valuation fees In regard to any other fees the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law

If the Loan is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge

10 Notices All notices given by Borrower or Lender in connection with this Security Instrument must be in writing Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender Borrower shall promptly notify Lender of Borrower's change of address If Lender specifies a procedure for reporting Borrower's change of address then Borrower shall only report a change of address through that specified procedure There may be only one designated notice address under this Security Instrument at any one time Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender If any notice required by this Security Instrument is also required under Applicable Law the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument

11 Governing Law, Severability Rules of Construction This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent but such silence shall not be construed as a prohibition against agreement by contract In the event that any provision or clause of this Security Instrument or the Agreement conflicts with Applicable Law such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision

As used in this Security Instrument (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender (b) words in the singular shall mean and include the plural and vice versa and (c) the word may gives sole discretion without any obligation to take any action

12 Borrower's Copy Borrower shall be given one copy of this Security Instrument

13 Transfer of the Property or a Beneficial Interest in Borrower As used in this Section 13 Interest in the Property means any legal or beneficial interest in the Property including but not limited to those beneficial interests transferred in a bond for deed contract for deed installment sales contract or escrow agreement the intent of which is the transfer of title by Borrower at a future date to a purchaser

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent Lender may require immediate payment in full of all sums secured by this Security

Instrument However this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law

If Lender exercises this option Lender shall give Borrower notice of acceleration The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 10 within which Borrower must pay all sums secured by this Security Instrument If Borrower fails to pay these sums prior to the expiration of this period Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower

14 Borrower's Right to Reinstate After Acceleration If Borrower meets certain conditions Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate or (c) entry of a judgment enforcing this Security Instrument Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Agreement as if no acceleration had occurred (b) cures any default of any other covenants or agreements (c) pays all expenses incurred in enforcing this Security Instrument including but not limited to reasonable attorneys fees property inspection and valuation fees and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms as selected by Lender (a) cash (b) money order (c) certified check bank check treasurer's check or cashier's check provided any such check is drawn upon an institution whose deposits are insured by a federal agency instrumentality or entity or (d) Electronic Funds Transfer Upon reinstatement by Borrower this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred However this right to reinstate shall not apply in the case of acceleration under Section 13

15 Hazardous Substances As used in this Section 15 (a) Hazardous Substances are those substances defined as toxic or hazardous substances pollutants or wastes by Environmental Law and 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 (b) Environmental Law means federal laws and laws of the jurisdiction where the Property is located that relate to health safety or environmental protection (c) Environmental Cleanup includes any response action remedial action or removal action as defined in Environmental Law and (d) an Environmental Condition means a condition that can cause contribute to or otherwise trigger an Environmental Cleanup

Borrower shall not cause or permit the presence use disposal storage or release of any Hazardous Substances or threaten to release any Hazardous Substances on or in the Property Borrower shall not do nor allow anyone else to do anything affecting the Property (a) that is in violation of any Environmental Law (b) which creates an Environmental Condition or (c) which due to the presence use or release of a Hazardous Substance creates a condition that adversely affects the value of the Property The preceding two sentences shall not apply to the presence use or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including but not limited to hazardous substances in consumer products)

Borrower shall promptly give Lender written notice of (a) any investigation claim demand lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge (b) any Environmental Condition including but not limited to any spilling leaking discharge release or threat of release of any Hazardous Substance and (c) any condition caused by the presence use or release of a Hazardous Substance which adversely affects the value of the Property If Borrower learns or is notified by any governmental or regulatory authority or any private party that any removal or other remediation of any Hazardous Substance affecting the Property is necessary Borrower shall promptly

take all necessary remedial actions in accordance with Environmental Law Nothing herein shall create any obligation on Lender for an Environmental Cleanup

16 Acceleration Remedies Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in the Agreement under which acceleration is permitted (but not prior to acceleration under Section 13 unless Applicable Law provides otherwise) The notice shall specify (a) the default (b) the action required to cure the default, (c) a date, not less than 30 days from the date the notice is given to Borrower by which the default must be cured and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale If the default is not cured on or before the date specified in the notice Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 16 including but not limited to reasonable attorneys fees and costs of title evidence

If the power of sale is invoked Trustee shall execute a written notice of the occurrence of an event of default and of the election to cause the Property to be sold and shall record such notice in each county in which any part of the Property is located Lender or Trustee shall mail copies of such notice in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law In the event Borrower does not cure the default within the period then prescribed by Applicable Law Trustee shall give public notice of the sale to the persons and in the manner prescribed by Applicable Law After the time required by Applicable Law, Trustee without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines (but subject to any statutory right of Borrower to direct the order in which the Property if consisting of several known lots or parcels shall be sold) Trustee may in accordance with Applicable Law, postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale Lender or its designee may purchase the Property at any sale

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty expressed or implied The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein Trustee shall apply the proceeds of the sale in the following order (a) to all expenses of the sale including, but not limited to, reasonable Trustee's and attorney's fees (b) to all sums secured by this Security Instrument and (c) any excess to the person or persons legally entitled to it or to the county clerk of the county in which the sale took place

17 Reconveyance Upon payment of all sums secured by this Security Instrument and termination of Borrower's ability to obtain further advances under the Agreement Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and the Agreement evidencing debt secured by this Security Instrument to Trustee Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it Such person or persons shall pay any recordation costs Lender may charge such person or persons a fee for reconveying the Property but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law

18 Substitute Trustee Lender at its option may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder Without conveyance of the Property the successor trustee shall succeed to all the title power and duties conferred upon Trustee herein and by Applicable Law

19 Request for Notices Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is 467 EAST 1200 NORTH BOUNTIFUL UT 84010

BY SIGNING BELOW Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it

Witnesses

_____ *Matthew Egnew* _____ (Seal)
MATTHEW EGNEW Borrower

_____ *Sarah W. Egnew* _____ (Seal)
SARAH W EGNEW Borrower

_____ _____ (Seal)
Borrower

_____ _____ (Seal)
Borrower

_____ [Space Below This Line For Acknowledgment] _____

STATE OF UTAH

COUNTY OF DAVIS

The foregoing instrument was acknowledged before me this 24th of December 2019 (date) by
MATTHEW EGNEW

(Seal)



[Signature]
Notary Public

My Commission Expires 9/13/23

Print Name Nathan Urry

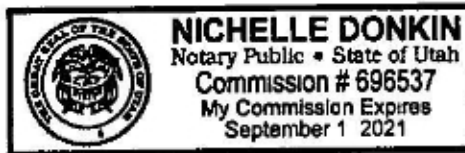
Residing at Bountiful

STATE OF UTAH

COUNTY OF DAVIS

The foregoing instrument was acknowledged before me this 12/24/2019 (date) by
SARAH W EGNEW

(Seal)



[Signature]
Notary Public

My Commission Expires 9/1/2021

Print Name Nichelle Donkin

Residing at Salt Lake

STATE OF UTAH

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date) by

(Seal)

Notary Public

My Commission Expires _____

Print Name _____

Residing at _____

STATE OF UTAH

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date) by

(Seal)

Notary Public

My Commission Expires _____

Print Name _____

Residing at _____