

When Recorded, Mail to:

3298936  
BK 7606 PG 2532

Davis Community Housing Authority  
352 South 200 West, Suite 1  
Farmington, Utah 84025

E 3298936 B 7606 P 2532-2533  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
9/30/2020 1:00:00 PM  
FEE \$40.00 Pgs: 2  
DEP eCASH REC'D FOR TYLER HAWKES, ATTY

*Space Above This Line for Recorder's Use*

**DAVIS COMMUNITY HOUSING AUTHORITY**  
**TRUST DEED**

THIS TRUST DEED is made this 28th day of September, 2020, between Ethan Fox and Kirsti Fox, as Trustees,

whose address is:

2859 N. 500 West  
*Street and Number*

Sunset, UT 84015  
*City, State and Zip*

Rudd & Hawkes Title Insurance Agency as Trustee\*,

and Davis Community Housing Authority as Beneficiary.

*\*Note: Trustee must be a member of the Utah State Bar, a bank, building and loan association or savings and loan association authorized to do such business in Utah; a corporation authorized to do such business in Utah; or a title insurance or abstract company authorized to do such business in Utah.*

ALL OF LOT 57, SUNSET PLACE TOWNHOUSES P.U.D. AN AMENDMENT TO CELESTE PLACE TOWNHOUSES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, STATE OF UTAH

PROPERTY ADDRESS: 2859 N. 500 West  
Sunset, UT 84015

Parcel No: 13-309-0057

together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditament, privileges and appurtenances thereunto now or hereafter used or enjoyed with said property, or any part thereof;

FOR THE PURPOSE of securing payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of \$7,500.00 payable to the order of Beneficiary at the times, in the manner, and with the interest as therein set forth, and payment of any sums expended or advanced by Beneficiary to protect the security hereof.

Trustors agree to pay all taxes and assessments on the above property, to pay all charges and assessments on water or water stock used on or with said property, not to commit waste, to maintain adequate fire on improvements on said property, to pay all costs and expenses of collection (including Trustee's and attorney's fees in event of default of payment of the indebtedness secured hereby and to pay reasonable Trustee's fees for any services performed by trustee

hereunder, including a reconveyance hereof. Not to sell, convey, dispose, rent, lease, or make any inter vivos transfer of the premises or any part thereof, or to vest the title thereto in any other person or persons in any manner whatsoever, or to encumber said property or any part thereof or any interest therein. In the event that the Trustors become insolvent, bankrupt, either voluntarily or involuntarily, or make a general assignment for the benefit of creditors, or if any proceeding for enforcement of a judgment or writ or order of attachment against the property of the Trustors, or petition of relief or readjustment of indebtedness filed by Trustors, such action shall constitute a default under the terms of this instrument and the Note it secures. In the event the Trustors default or undertake any such act or agrees to undertake any act prohibited by this paragraph without written consent of the Beneficiary first obtained, such undertaking or agreement to undertake shall constitute a default under the terms of this instrument and the Note it secures, and the Beneficiary may cause the same to be foreclosed, and the premises sold, according to law and the provisions thereof.

**Subordination:** Beneficiary and Trustors acknowledge and agree that this Trust Deed is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Deed of Trust and to all advances heretofore made or which may hereafter be made pursuant to the First Deed of Trust including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Deed of Trust, curing defaults by the Trustors under the First Deed of Trust or for any other purpose expressly permitted by the First Deed of Trust or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. The terms and provisions of the First Deed of Trust are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the First Deed of Trust, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Trustors' ability to sell the Property shall have no effect on subsequent owners or purchasers of the Property. Any person, including their successors or assigns (other than the Trustors or a related entity of the Trustors receiving title of the Property through a foreclosure or deed in lieu of foreclosure of the First Deed of Trust shall receive title to the Property free and clear from such restrictions.

Further, if the Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Trust Deed shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Mortgagee has been given written notice of a default under the First Deed of Trust and (ii) the Mortgagee shall not have cured the default under the First Deed of Trust, or diligently pursued curing the default as determined by the Senior Lien Holder, within the 60-day period provided in such notice sent to the Beneficiary.

The undersigned Trustors request that a copy of any notice of default and of any notice of sale hereunder be mailed to them at the address hereinbefore set forth.

*Ethan L Fox*

\_\_\_\_\_  
Ethan Fox, Trustor

*Kirsti Fox*

\_\_\_\_\_  
Kirsti Fox, Trustor

STATE OF UTAH        }  
                              : SS  
COUNTY OF DAVIS    }

On the 28<sup>th</sup> day of September, 2020, personally appeared before me Ethan Fox and Kirsti Fox, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

*Tyler Hawk*  
\_\_\_\_\_  
Notary Public

