

When Recorded, Mail to: 3352495  
BK 7704 PG 2019

Davis Community Housing Authority  
P.O. Box 328  
352 South 200 West, Suite 1  
Farmington, Utah 84025

E 3352495 B 7704 P 2019-2020  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
02/25/2021 04:17 PM  
FEE \$0.00 Pgs: 2

Space Above This Line for Recorder's Use  
DEPT. REC'D FOR CLEARFIELD CITY  
CORPORATION

**CLEARFIELD CITY CORPORATION**  
**TRUST DEED**

THIS TRUST DEED is made this 25th day of February, 2021, between Andrew Donald Merriam and Rebecca Merriam, as Trustor, whose address is:

1245 S 1200 E.  
*Street and Number*

Clearfield, Utah 84015  
*City, State and Zip*

and Clearfield City Corporation as Beneficiary.

RETURNED  
FEB 25 2021

ALL OF LOT 160, VALHALLA ESTATES SUB NO. 3. ALSO, THE N 2.0 FT OF LOT 159 SD SUB.  
CONT. 0.22 ACRES

PROPERTY ADDRESS: 1245 S. 1200 E.  
Clearfield, UT 84015

Parcel No: 09-026-0160

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 \$ 8,000.00 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.

Trustor agrees 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 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 Trustor becomes insolvent, bankrupt, either voluntarily or involuntarily, or makes 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 Trustor, or petition of relief or readjustment of indebtedness filed by Trustor, such action shall constitute a default under the terms of this instrument and the

Note it secures. In the event the Trustor defaults 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.

  
\_\_\_\_\_  
Andrew Donald Merriam, Trustor

  
\_\_\_\_\_  
Rebecca Merriam, Trustor

STATE OF UTAH     }  
                              : SS  
COUNTY OF DAVIS }  
                              :

On the 25<sup>th</sup> day of February, 2021, personally appeared before me Andrew Donald and Rebecca Merriam, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



  
\_\_\_\_\_  
Notary Public