



W3369506

WHEN RECORDED MAIL TO:

11573 Oakshire Lane

Sandy, Utah 84092

E# 3369506 PG 1 OF 3
B. Rahimzadegan, WEBER COUNTY RECORDER
16-May-25 1010 AM FEE \$40.00 DEP TH
REC FOR: METRO NATIONAL TITLE
ELECTRONICALLY RECORDED

09-072-0062
105824MNT ds kn DEED OF TRUST
SW

THIS DEED OF TRUST (this "Deed") is made this 15th day of May, 2025, by Diamond Real Estate, LLC, a Utah limited liability company ("Trustor"), by and through its Managing Member, Jordan Burningham, with a business address at 3261 Newcastle Circle, Syracuse, UT 84075, to Metro Title National, whose address is 1597 North Woodland Park Drive, Suite 100B, Layton, Utah 84041 ("Trustee"), for the benefit of Adam West ("Beneficiary" or "Lender").

WITNESSETH:

That Trustor, in consideration of the indebtedness herein recited and the trust herein created, hereby irrevocably grants, conveys, transfers, and assigns to Trustee, in trust, with power of sale, the following described real property in Weber County, State of Utah:

Property Address: 4935 S 3500 W, Roy, Utah 84067

Legal Description: Part of the Northeast quarter of Section 16, Township 5 North, Range 2 West, Salt Lake Base & Meridian, U.S. Survey, described as follows: beginning at a point on the West line of 3500 West street, said point being North along the Section line 1674.47 feet and West 33 feet from the East quarter corner of said section 16; thence North along said West line 83.00 feet; thence West 146.74 feet; thence South 21°07' West 88.98 feet; thence East 178.79 feet to the point of beginning.

Tax ID #: 09-072-0062

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, and water rights and stock pertaining to the property.

This Deed of Trust secures the following obligations:

1. Promissory Note. Payment of the indebtedness evidenced by a promissory note dated May 15, 2025, in the original principal amount of \$290,500.00, executed by Trustor and payable to the order of Beneficiary, due on December 15, 2025 (the "Note").

2. Interest Rate. The Note bears interest at the rate of 11% per annum, with a minimum of two payments of \$2,663.00 due monthly beginning June 15, 2025.

3. Balloon Payment. The entire remaining unpaid balance, together with all accrued interest, is due and payable on the Maturity Date.

4. Late Fee. A late fee of \$500.00 shall be due for any monthly payment not received within the month in which it is due.

5. Prepayment. The Note may be prepaid in whole or in part at any time without penalty. Prepayments shall be applied first to accrued interest and then to principal.

6. Default. Upon default, Beneficiary may declare all sums secured by this Deed immediately due and payable and invoke the power of sale. Default interest shall accrue at 24% per annum.

7. Insurance. Trustor shall maintain hazard insurance on the property covering the full replacement cost of improvements, naming Beneficiary as mortgagee or loss payee.

8. Fees and Costs. Trustor agrees to pay all reasonable attorney fees and collection costs incurred by Beneficiary in enforcing the Note or this Deed.

Power of Sale. Upon default, Trustee may sell the property at public auction to the highest bidder for cash, following notice and procedures required by Utah law.

Substitution of Trustee. Beneficiary may remove Trustee and appoint a successor trustee by written instrument recorded in the appropriate county.

Governing Law. This Deed shall be governed by and construed under the laws of the State of Utah.

IN WITNESS WHEREOF, the undersigned has executed this Deed of Trust as of the day and year first above written.

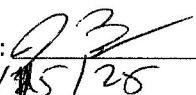
TRUSTOR:

Diamond Real Estate, LLC

By: Jordan Burningham, Managing Member

3261 Newcastle Circle

Syracuse, UT 84075

Signature: 
Date: 5/15/28

ACKNOWLEDGMENT

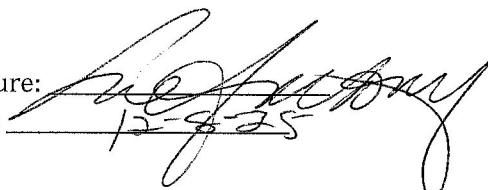
State of Utah

County of _____

State of Utah County of Davis E# 3369506 PG 3 OF 3

On this 15 day of May, 2025, before me, the undersigned notary public, personally appeared Jordan Burningham, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and who acknowledged that he executed the same on behalf of Diamond Real Estate, LLC, as its Managing Member, for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Notary Public Signature: 

Commission Expires: 12-08-2025

