



RECORDING REQUESTED BY:

Craig N. & Trisha Erickson
6360 North Highway 38
Brigham City, UT 84302

INCOMPLETE LEGAL
DESCRIPTION.
DOCUMENT NOT
ABSTRACTED.

INSTRUMENT PREPARED BY:

Craig N. & Trisha Erickson
6360 North Highway 38
Brigham City, UT 84302

RETURN DEED TO:

Jerry & Sharon Ericson
752 West 2175 South
Woods Cross, UT 84087

DEED OF TRUST

COUNTY: Box Elder
STATE: Utah

THIS DEED OF TRUST (hereinafter referred to as the **“Security Agreement”**), executed on 10/01/2014, by and between the following parties (hereinafter the **“Parties”**):

BORROWER (hereinafter each and collectively referred to as **“Borrower”**):

Craig N. & Trisha Erickson
6360 North Highway 38
Brigham City, Utah 84302

LENDER (hereinafter each and collectively **“Lender”**):

Jerry & Sharon Ericson
752 West 2175 South
Woods Cross, UT 84087

TRUSTEE (hereinafter each and collectively **“Trustee”**):

Jerry & Sharon Ericson
752 West 2175 South
Woods Cross, UT 84087

1. **Grant in Trust.** For and in consideration of **\$50000.00** (hereinafter the "**Loan Principal**") lent by Lender to Borrower, Borrower hereby grants, transfers, and conveys IN TRUST, WITH POWER OF SALE to Trustee all rights, title, and interest that Borrower has now or may hereafter acquire in the following described real property (hereinafter the "**Property**") together with all buildings, fixtures, and improvements now or hereafter existing thereon:

a. Property Address.

6360 North Highway 38
Brigham City, Box Elder County county, Utah 84302

b. Legal Description

LOT: PT OF SEC 9, T10N,
R2W 6360 North Highway 38 Brigham City,
UT 84302 Box Elder, UT.

2. **Purpose.** This Security Agreement is created for the purpose of securing for Lender repayment of the note executed between the Borrower and Lender on 10/01/2014 (hereinafter referred to as the "**Promissory Note**") by Borrower, including all renewals, extensions, and modifications of the Promissory Note, as well as to secure Borrower's full performance of the covenants and obligations undertaken in this Security Agreement and the Promissory Note. Borrower warrants that a security interest on the property may be perfected under the Uniform Commercial Code and to execute any additional instruments required to perfect or renew perfection of Lender's security interests specified herein.

3. **Promissory Note Terms.** The Promissory Note contains the following terms of repayment: Total Amount Borrowed: **\$50,000.00** and will be paid off with regular periodic payments by **10/01/2044**. This section is for reference purposes only, and in all cases, the terms of the promissory note shall control over this Security Agreement.

4. **Borrower Representations and Covenants.** Borrower represents that it is the legal owner of the Property and has the right to grant, transfer and convey the Property in trust. Borrower warrants that, at Borrower's own expense. Borrower will defend title to the Property against all lawful claims. Borrower warrants that Lender shall have the right to participate in all actions against the title that Borrower is named in and that Borrower will execute any instrument and take all other actions necessary to assist Lender's participation.

5. **Repayment.** Borrower promises to repay Lender the Loan Principal, together with all interest, fees, charges, Escrow, Funds, and other costs associated with this Security Agreement, including any amendment, extension, or renewal thereof, at the location and according to the terms specified in the Promissory Note and according to any other related documents executed between the Parties that correspond to this Security Agreement. Borrower promises to make all payments due without abatement, set-off, or counterclaim, and any claims made by Borrower against Lender shall not reduce or postpone Borrower's obligation to pay hereunder.

a. Partial Payment. Lender may choose to accept a partial payment on the loan described in the Promissory Note without waiving any rights hereunder, including the right to refuse partial payments at a future date. Lender may choose when a partial payment is to be applied to the outstanding balance.

6. Escrow Charges. On the day when each periodic payment becomes due to Lender under the Promissory Note and until the Promissory Note is repaid in full, Borrower shall include with each payment monies to pay for the following "**Escrow Charges**":

a. And amounts owed on the Property which can have priority over this Security Agreement, including without limitation, taxes, assessments, fees, Home Owners Association Dues, liens, judgments, encumbrances, and similar charges;

b. Any lease or rental payments that may become due on the Property or its fixtures;

c. Any premiums and insurance charges required by Lender; and

d. Any fees or costs associated with the Property or the trust created herein.

7. Read This Entire Agreement. Borrower acknowledges that Borrower has read this entire Agreement, agrees to comply, and has received a copy thereof, including any attached schedules, exhibits, or addendums. Borrower further acknowledges that it was under no duress in signing this agreement, and has full opportunity to negotiate the terms contained herein and to consult independent counsel.

I **WITNESS WHEREOF** this deed is delivered and each Borrower and Lender signs this Security Agreement in full agreement of the terms and conditions stated herein as of the date below.

SIGNATURES

BORROWER *Craig N. Erickson* DATE 3/12/2015
(Craig N. Erickson)

BORROWER *Trisha Erickson* DATE 3/12/2015
(Trisha Erickson)

BORROWER ACKNOWLEDGEMENT

Notary Public

STATE OF Utah

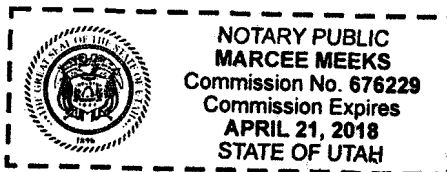
COUNTY OF Davis

On this the 12th day of March, 2015, the foregoing instrument was sworn to and acknowledged before me by Craig N. Erickson and Trisha Erickson, known or proven to me to be the person(s) whose name(s) is/are subscribed to the within the instrument.

WITNESS my hand and official seal.

Marcee Meeks
(PRINT NAME)

Marcee Meeks
[Affix seal] (Signature)



NOTARY PUBLIC

My Commission Expires: 4-21-18

Lender *Jerry Ericson* DATE 3-18-15
(Jerry Ericson)

Lender *Sharon C. Ericson* DATE 3/12/2015
(Sharon Ericson)

LENDER ACKNOWLEDGEMENT

Notary Public

STATE OF Utah

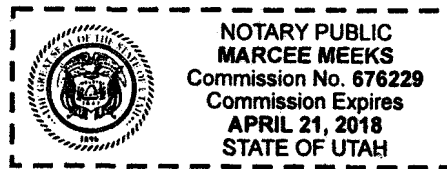
COUNTY OF Davis

On this the 12th day of March, 2015, the foregoing instrument was sworn to and acknowledged before me by Jerry Ericson and Sharon Ericson, known or proven to me to be the person(s) whose name(s) is/are subscribed to the within the instrument.

WITNESS my hand and official seal.

Marcee Meeks
(PRINT NAME)

Marcee Meeks
[Affix seal] (Signature)



NOTARY PUBLIC

My Commission Expires: 4-21-18