

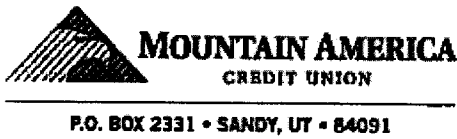
WHEN RECORDED, MAIL TO:

**Mountain America
Federal Credit Union
P.O. Box 2331
Sandy, UT 84091-2331**

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RICHARD T. NAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/05/2022 04:02 PM
FEE \$40.00 Pgs: 8
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TLE

124-6242886

SPACE ABOVE THIS LINE FOR RECORDER USE



**DEED OF TRUST
TO SECURE HOME EQUITY
LINE OF CREDIT AGREEMENT**

THIS DEED OF TRUST is made this 28 day of September, 2022, among the Trustor,
Joshua John Clark

(herein "Borrower"), MOUNTAIN AMERICA FEDERAL CREDIT UNION (herein "Trustee"), and the
Beneficiary, MOUNTAIN AMERICA FEDERAL CREDIT UNION, a corporation organized and
existing under the Laws of the State of Utah whose address is 9800 S MONROE ST, SANDY UT
84070 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created,
irrevocably grants and conveys to Trustee, in trust, with power of sale, the following
described property located in the County of Davis, State of UT

SEE ATTACHED EXHIBIT "A"
PARCEL# 13-237-0001

which has the address of 683 West 1800 North
(Street)
Clinton UT 84015 (herein "Property Address");
(City) (State and Zip Code)



MOUNTAIN AMERICA
CREDIT UNION

P.O. BOX 2331 • SANDY, UT • 84091

**DEED OF TRUST
TO SECURE HOME EQUITY
LINE OF CREDIT AGREEMENT**

TOGETHER, with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if the Deed of Trust is on a leasehold) are herein referred to as the "Property";

FOR THE PURPOSE OF SECURING:

1. Payment of the indebtedness and all other lawful charges evidenced by a revolving line of credit as set forth in the Home Equity Line of Credit Agreement dated the 28 day of September, 2022 in the maximum sum \$ 49,000.00 granted to Trustor, payable by Trustor to the order of Beneficiary at all times, in the manner and with interest as therein set forth and any extensions and/or renewals or modifications thereof;
2. The performance of each agreement of Trustor herein contained; and
3. The payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that no one else has any interest in the Property or claim against it other than as indicated on your loan application, and that Borrower covenants and will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements, or restrictions listed in a schedule of exceptions in lender's title report or Lender's title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Agreement, prepayment and late charges as provided in the Agreement, and the principal of and interest on any Future Advances secured by this Deed of Trust.
2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note shall be applied first, to accrued but unpaid Interest, second to the unpaid principal balance of your Loan, third to "Late Charges" as described herein, and finally to collection costs.
3. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided that Borrower shall not be required by Lender to discharge any such lien so long as Borrower shall agree in writing, which may include an existing first mortgage note, to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.
4. **Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall

EXHIBIT "A"

File No.: 880-6242886

Property: 683 West 1800 North, Clinton, UT 84015

**LOT 1, CHARLES RICE SUBDIVISION, CLINTON, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF,
ON FILE IN THE OFFICE OF THE DAVIS COUNTY RECORDER, UTAH.**