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BK 8368 PG 586

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/27/2023 02:48:49 PM
FEE: \$40.00 Pgs: 1
DEP eCASH REC'D FOR: STEWART TITLE OF
UTAH

After Recording Return to:
Calvin L. Osborn, Trustee
6450 South 1850 East
Ogden, Ut 84405

**TRUST DEED
(Corporate)**

THIS TRUST DEED is made this 27th day of October 2023 between

NILSON AND COMPANY, INC. DBA NILSON HOMES

as TRUSTOR

whose address is 1740 Combe Rd, Suite 2, South Ogden, Ut 84402

STEWART TITLE INSURANCE AGENCY OF UTAH, INC.
And

as TRUSTEE,

**CALVIN L. OSBORN, TRUSTEE OF THE CALVIN L. OSBORN
REVOCABLE TRUST U/A DATED MARCH 28, 2014 (71.43%)
AND DOUG AND MARIE HIGGINS (28.57%)**

as BENEFICIARY

Whose address is 6450 South 1850 East, Ogden, Ut 84405 and
825 East 1700 North, North Ogden, Ut 84414.

Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF
SALE, the following described property situated in Davis County, Utah.

Physical Address: 237 S 3200 West, Layton, Ut 84041

Beginning on the East line of street at a point 1220.00 feet South along the section line and 33.00 feet East of the Northwest corner of Section 25, Township 4 North, Range 2 West, Salt Lake meridian, and Running thence East 264.00 Feet thence North 100 feet, then West 264.00 feet to the east line of said Street, the South 100 feet along said street to the point of beginning.

TAX ID: 12-110-0075

Together with all buildings, fixtures, and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, 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 **\$700,000.00** payable to the order of the Beneficiary at the times, in the manner and with interest as therein set forth, and payment of any sums expended or advanced by the 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 insurance on improvements on said property, to pay all costs and expenses of collection (including Trustee's fees in event of default in payment of the indebtedness secured hereby) and to pay reasonable Trustee's fees for any of the services performed by Trustee hereunder, including a reconveyance hereof.

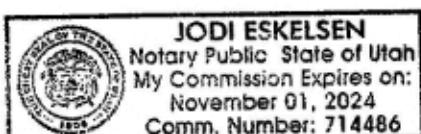
The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

Attest:
NILSON AND COMPANY, INC. DBA NILSON HOMES

Jed M. Nilson - President

STATE OF UTAH)
COUNTY OF WEBER) SS:

On the 27th day of October 2023, personally appeared before me JED M. NILSON, who being duly sworn, that he is the President of Nilson and Company, Inc. DBA Nilson Homes, and that said instrument was signed on behalf of said company by authority of its by- laws and said JED M. NILSON acknowledged to me that said company executed the same.



Notary Public
My commission Expire s: 110124
Residing at: 1010a