

When recorded, mail to :
SAGE OPTIMUM SERVICES LLC
182 EAST CAPRICORN WAY CHANDLER, ARIZONA 85249

COURTESY

DEED IN LIEU OF FORECLOSURE

For the consideration of NINETY FIVE THOUSAND and 0/100 Dollars (\$95,000.00) and other valuable consideration, K. Richins Realty LLC of 282 Willow Court Kamas, UT 84036 ("Grantor") hereby grants and conveys, but without covenant or warranty, express or implied, to SAGE OPTIMUM SERVICES LLC ("Grantee"), the real property situated in WASATCH Municipality, State of UTAH, described as follows: (the "Real Property"):

Address: 299 E 100 S, HEBER CITY, UT, 84032

Legal Description: See attached Exhibit A

This deed is absolute in effect and conveys fee simple title of the Real Property to the Grantee and does not operate as a mortgage, deed of trust, or security of any kind.

This deed does not effect a merger of the fee ownership and the lien of the mortgage or deed of trust described below. The fee and lien shall hereafter remain separate and distinct. By the recording of this deed, Grantee covenants and agrees that it shall forever forebear taking any action whatsoever to collect against Grantor on the obligations which are secured by the mortgage or deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceedings to foreclose the mortgage, Grantee shall not seek, obtain or permit a deficiency judgment against Grantor, its heirs, successors or assigns, such right being hereby waived and released. This paragraph shall be inapplicable in the event Grantor attempts to have this deed set aside.


Grantor does hereby assign and transfer to Grantee any equity redemption and statutory rights of redemption concerning the Real Property and mortgage described below.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of Grantee. Grantor declares that this conveyance is freely and fairly made.

The true and actual consideration for this transfer consists of Grantee's waiver of its right to bring an action against Grantor based on the promissory note whether or not secured by a mortgage or deed of trust.

COURTESY


In construing this deed, and where the context so requires, the singular shall include the plural and the plural shall include the signature and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations, companies and individuals.

<p>APPROVED AND ACCEPTED BY GRANTOR(S) on <u>May 8, 2023</u></p> <p>GRANTOR: </p> <p>Name: K. Richins Realty LLC</p> <p>By: Kouri Richins</p> <p>Its: MEMBER</p>	<p>(if applicable)</p> <p>WITNESS 1: _____ Name: _____</p> <p>WITNESS 2: _____ Name: _____</p>
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NOTARY ACKNOWLEDGEMENT

STATE OF Utah
COUNTY OF Salt Lake

The foregoing instrument was subscribed, sworn to or affirmed, and acknowledged before me this 8 day of May, 2023, by Kouri Richins member of K. Richins Realty, LLC


Notary Public Signed
04-05-24
My Commission Expires

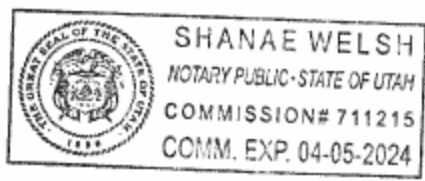


EXHIBIT A

The Land referred to herein below is situated in the County of Wasatch, State of Utah, and is described as follows:

Property 1:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, IN BLOCK 76, OF THE HEBER CITY SURVEY OF BUILDING LOTS AND RUNNING THENCE NORTH 88°58' WEST 55.32 FEET; THENCE NORTH 0°48' EAST 100 FEET; THENCE SOUTH 88°58' EAST 55.32 FEET; THENCE SOUTH 0°48' WEST 100 FEET; TO THE PLACE OF BEGINNING.

Tax Parcel #: 00-0004-8616