



When Recorded, Mail To:
Tim Christensen
1249 South 110 East
Orem, UT 84653

ENT 54872:2019 PG 1 of 3
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Jun 17 2:37 pm FEE 40.00 BY MA
RECORDED FOR CHRISTENSEN, TIMOTHY A

Tax Serial #: 19:003:0083

TRUST DEED

THIS TRUST DEED is granted the day of June 2019, by **Ronnie B. McKinley** as "Trustor," whose address is 1468 South Carterville Road, Orem, Utah County, State of Utah, to Timothy A. Christensen, Trustee of the Christensen Family Trust u/a/d Nov. 1, 1991 as "Trustee," and the Christensen Family Trust u/a/d Nov. 1, 1991 as "Beneficiary."

WITNESSETH: That Trustor conveys and warrants to Trustee in Trust, with power of sale, the following described property, situated in Orem, Utah, Utah County, State of Utah:

Commencing East along the Section line 1372.2 feet and North 918 feet and North 87 deg. 28' West 145 feet from the West quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 87 deg. 28' East 159.87 feet; thence South 09 deg. 02' West along a fence line and road boundary 95 feet; thence North 85 deg. 55' West 110.115 feet along a fence line; thence West 45 feet, more or less, to the Easterly highway right of way and limited-access line of an expressway known as Project No. F.001.6(13); thence North 19 deg. 38' 45" East 39.1 feet along said Easterly limited-access line; thence Northerly 56 feet, more or less along the arc of a spiral to the left which is concentric with and 150 foot radially distant Easterly from a portion of a 400 foot ten-chord spiral for a 6 deg. 00' curve and to the point of beginning.

Tax Serial #: 19:003:0083

Together with any and all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, profits, income, tenements, privileges and appurtenances thereunto belonging, now or hereafter, to be enjoyed with said property, or any part thereof.

FOR THE PURPOSE OF SECURING: (1) payment of the indebtedness evidenced by that Promissory Note (the "Note") and schedule dated the same date hereof, made by Trustor, payable to Trustee for the benefit of the Beneficiary at the times and in the matter stated in that instrument, with interest thereon as set forth in the same instrument, together with any extensions, renewals or modifications thereof; (2) the performance of the agreement of Trustors contained herein; which shall be binding upon Trustor, Trustor's successors and assigns when evidenced by any or additional promissory notes or addenda referencing this Deed.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

1. To keep said property in good condition and repair; to comply with all laws, covenants and restriction affecting said property; not to permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to take such actions as, from the character or proper use of said property may be necessary to protect the property; to protect and preserve Beneficiary's lien priority.
2. To provide and maintain insurance of such type and amounts as Beneficiary may require upon all improvements now existing or hereafter erected or placed upon said property.
3. To appear and defend any action or proceeding purporting to affect the security hereof, the property, or the rights or powers of Beneficiary or Trustee; or to pay all costs and expenses, including costs of evidentiary proceedings, attorney's fees and costs in a reasonable sum incurred by Beneficiary or Trustee.
4. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including assessments upon water company stock or shares, all rents, assessments and charges and liens with interest in the property or any part thereof.
5. In the event that Trustor fails to make any payment or to do any act as herein required, Beneficiary or Trustee may without obligation and without notice or demand upon Trustor and without releasing Trustor from any obligation herein, may appear, defend, pay or otherwise act in protection of the security, and Trustor shall be required by this Deed to repay all such costs, fees and expenses.

IT IS MUTUALLY AGREED:

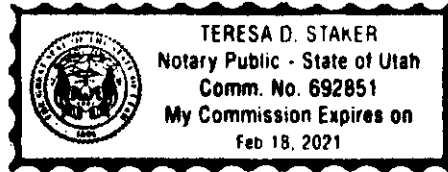
1. Should the property or any part thereof be damaged by reason or any public action or condemnation proceeding, or damaged by natural disaster or by any cause, Beneficiary shall have right to all compensation up to the balance owed under the Note.
2. Upon the occurrence of any act of default hereunder, or under the terms of the promissory note secured by this instrument, Beneficiary shall have the option to declare all debts secured hereby immediately due and payable and foreclose this Trustee Deed in the manner provided for by law, and Beneficiary shall be entitled to recover in such proceedings any costs and expenses incident thereto, including reasonable attorney fees and costs.

- 3. Beneficiary may appoint a successor or substitute trustee at any time by filing for record in the office of the county recorder appropriate documents for substitution of trustee. Notice of each such substitution shall be noticed as required by law.
- 4. This Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, assigns, administrators and executors. The term "Beneficiary" shall mean the owner and holder of the note secured by this instrument.
- 5. This Deed shall be construed according to the laws of the State of Utah.
- 6. Notice of any default hereof shall be mailed to Trustor at the address as noted herein, unless changed and noticed to Beneficiary in writing, receipt of which shall also be in writing before notice is deemed sufficient.

SIGNED by Trustor this day of June, 2019.


 Ronnie B. McKinley, Trustor

STATE OF UTAH :
 :SS
 COUNTY OF UTAH :



The foregoing instrument was subscribed and sworn to and acknowledged before me this day of June, 2019, by Ronnie B. McKinley, he being properly identified to me, a Notary Public for the county and state indicated.


 NOTARY PUBLIC