

ENT 61786 : 2024 PG 1 of 7  
**ANDREA ALLEN**  
**UTAH COUNTY RECORDER**  
2024 Sep 10 03:07 PM FEE 40.00 BY TM  
RECORDED FOR Pro-Title and Escrow, Inc.  
ELECTRONICALLY RECORDED

Tax Serial Number: 456470136

Prepared by:  
**Freedom Credit Union**  
**815 N Freedom Blvd**  
**Provo, UTAH 84604**

WHEN RECORDED, MAIL TO:  
**Freedom Credit Union**  
**815 N Freedom Blvd**  
**Provo, UTAH 84604**

PTE: 40230-T

(Space Above This Line For Recording Data)

NOTICE: THIS DEED OF TRUST CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND A VARIABLE RATE OF INTEREST. THIS DEED OF TRUST MAY SECURE BORROWING MADE BY AN OWNER OF THE PROPERTY EVEN AFTER SUCH OWNER SELLS THE PROPERTY.

## DEED OF TRUST (SECURES FUTURE ADVANCES)

THIS DEED OF TRUST is made this 10th day of September, 2024 among the Trustor, **R. Weston Wright, a married man**

(herein "Borrower"),

Pro - Title & Escrow Inc,

101 N University Ave  
Provo, UTAH 84601

(herein "Trustee"),

and the Beneficiary, **Freedom Credit Union**, a corporation organized and existing under the laws of the United States, whose address is

Freedom Credit Union  
815 N Freedom Blvd  
Provo, UTAH 84604

(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 UT, State of Utah:

See Exhibit "A"

which has the address of

897 N Legacy Park Dr.  
Spanish Fork, UTAH 84660  
(herein "Property Address");

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

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UTAH Revolving Deed of Trust

IDS, Inc - 80240

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Borrower(s) Initials R \_\_\_\_\_

part of the property covered by this Deed of Trust; and all the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

**THE DEED OF TRUST IS MADE TO SECURE TO LENDER:**

A. The repayment of all indebtedness due or to become due under the terms and conditions of the Real Property Secured Variable Rate Open End Loan Agreement and Disclosure Statement dated the same date as this Deed of Trust; and all modifications and renewals thereof (herein "Credit Agreement"). Borrower and Lender contemplate a series of advances, of a revolving nature, to be made, repaid and remade from time to time under the terms of the Credit Agreement, all such advances to be secured by this Deed of Trust. **The total outstanding principal balance owing at any time under the Credit Agreement shall not exceed \$120,000.00** which sum is referred to in the Credit Agreement and herein as the "Credit Limit". The outstanding principal balance does not include finance charges, late charges, insurance charges, amounts paid by Lender on behalf of Borrower, collection costs or attorneys' or trustees' fees which may not be owing under the Credit Agreement from time to time.

B. The payment of all sums advanced in accordance herewith to protect the security of this Deed of Trust, with finance charges thereon at a variable rate of interest as described in the Trust Deed Note.

C. Borrower's performance of all agreements and covenants previously signed or stated herein.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that Borrower 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 to coverage in any title insurance policy insuring Lender's interest in the Property.

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

**1. Payment of Principal, Finance Charges and Other Charges.** Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement.

**2. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of late charges or collection costs including reasonable attorneys' fees, if any; then to interest payable on the outstanding principal balance, and then to the principal balance under the Credit Agreement.

**3. Charges; Liens.** Borrower shall pay 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, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing 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. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy; 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. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. 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. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender

Pro-Title & Escrow, Inc.  
File No. 40230-T

## EXHIBIT "A"

Lot 136, Plat "C4-C", LEGACY FARMS AT SPANISH FORK, Spanish Fork, Utah, according to the official plat thereof on file and of record in the Utah County Recorder's Office.