

This Document Prepared By:
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Lenders Advantage
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Cleveland, OH 44114

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First American Title Insurance Company,
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ENTRY NO. 00804957

02/16/2007 03:44:07 PM B: 1848 P: 0452

Trust Deed PAGE 1 / 9

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE \$ 26.00 BY FIRST AMERICAN LENDERS ADVANTAGE



Parcel Tax Serial Number:

State of Utah

Space Above This Line For Recording Data

Order #: 10176431

ALS #:

3000489639

DEED OF TRUST

(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 10/18/2006 and the parties, their addresses and tax identification numbers, if required, are as follows:

GRANTOR: JOHN A OLIVE AND WENDY TUNSTALL HUSBAND AND WIFE

☐ If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

TRUSTEE: U.S. Bank, National Association
15 W. South Temple
Salt Lake City, UT 84101

LENDER: U.S. Bank, National Association N.D.
4325 17th Avenue S.W.
Fargo, ND 58103

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

The real estate deed of trust herein is described in Exhibit "A" which is attached hereto and hereby incorporated herein by reference.

The property is located in SUMMIT at 5499 BROWNS CANYON RD
(County)

PEOA, Utah 84061
(Address) (City) (ZIP Code)

UTAH - HOME EQUITY LINE OF CREDIT DEED OF TRUST (NOT FOR FNMA, FHLMC, FHA OR VA USE)

Expens 1994 Bankers Systems, Inc., St. Cloud, MN Form USBOCPDT-UT 9/5/2001

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Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 250,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

Borrower's Name(s): JOHN A OLIVE AND WENDY TUNSTALL HUSBAND AND WIFE

Note Date: 10/18/2006

Maturity Date: 10/28/2031

Principal/Maximum
Line Amount: 250,000.00

- B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Grantor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced and whether or not such future advances or future obligations are incurred for any purpose that was related or unrelated to the purpose of the debt. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All other obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any necessary notice of the right of rescission with respect to any additional indebtedness secured under paragraph B of this Section, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument (but does not waive the security interest for the debts referenced in paragraph A of this Section).

5. DEED OF TRUST COVENANTS. Grantor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Grantor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Grantor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees to make all payments when due and to perform or comply with all covenants. Grantor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

Claims Against Title. Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

Property Condition, Alterations and Inspection. Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

Authority to Perform. If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Leaseholds; Condominiums; Planned Unit Developments. Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

Condemnation. Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Grantor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

Financial Reports and Additional Documents. Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.

6. **WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey, and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
8. **DEFAULT.** Grantor will be in default if any of the following occur:
Fraud. Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

Property. Any action or inaction by the Borrower or Grantor occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Grantor fails to maintain required insurance on the Property; (b) Grantor transfers the Property; (c) Grantor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Grantor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Grantor dies; (f) if more than one Grantor, any Grantor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Grantor and subjects Grantor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

9. **REMEDIES ON DEFAULT.** In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default. In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter.

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If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

10. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** If Grantor breaches any covenant in this Security Instrument, Grantor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, reasonable attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Grantor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.
11. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.
Grantor represents, warrants and agrees that:
 - A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
 - B. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
 - C. Grantor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.
 - D. Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
12. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.
13. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.
14. **SEVERABILITY; INTERPRETATION.** This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
15. **SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the

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Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.

16. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.
17. WAIVERS. Except to the extent prohibited by law, Grantor waives all appraisal and homestead exemption rights relating to the Property.
18. LINE OF CREDIT. The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
19. APPLICABLE LAW. This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.
20. RIDERS. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.
[Check all applicable boxes]

☐ Assignment of Leases and Rents ☐ Other

21. ☐ ADDITIONAL TERMS.

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

J. A. Olive 10/18/06
(Signature) JOHN A OLIVE (Date)

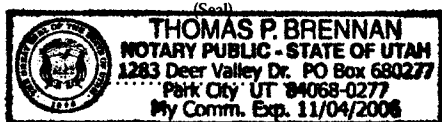
Wendy Tunstall 10-18-06
(Signature) WENDY TUNSTALL (Date)

ACKNOWLEDGMENT:

STATE OF Utah COUNTY OF Summit } ss.
(Individual) This instrument was acknowledged before me this 18th day of October, 2006
by JOHN A OLIVE AND WENDY TUNSTALL HUSBAND AND WIFE

My commission expires: 11-4-2006

Thomas P. Brennan
(Notary Public)
Residing at: Summit County



10176431

EXHIBIT A

SS-80-1

SITUATED IN THE COUNTY OF SUMMIT AND STATE OF UTAH:

LOT 100, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS THE EAST 1/4 CORNER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT OF BEGINNING BEING SOUTH 0 DEGREES 6 MINUTES 48 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 30, 2659.751 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 30, (SAID NORTHEAST CORNER BEARING NORTH 89 DEGREES 23 MINUTES 18 SECONDS EAST FROM THE NORTHWEST CORNER AND BEING THE BASIS FOR THIS DESCRIPTION); THENCE SOUTH 89 DEGREES 25 MINUTES 48 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 30, 1510 FEET; THENCE SOUTH 3 DEGREES 33 MINUTES 51 SECONDS EAST 972.894 FEET; THENCE SOUTH 37 DEGREES EAST 1121.874 FEET; THENCE NORTH 69 DEGREES 19 MINUTES 15 SECONDS EAST 993.871 FEET; THENCE SOUTH 82 DEGREES 52 MINUTES 30 SECONDS EAST 282.179 FEET; THENCE NORTH 15 DEGREES 23 MINUTES 34 SECONDS WEST 1625.476 TO THE POINT OF BEGINNING.

TOGETHER WITH A 50 FOOT RIGHT OF WAY DESIGNATED AS RIGHT-OF-WAY "Q".

A 50 FOOT RIGHT-OF-WAY 25 ON EACH SIDE OF ITS CENTER LINE, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST ALONG THE SECTION LINE 2770.525 FEET AND DUE SOUTH 1874.418 FEET FROM THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WHICH CORNER IS NORTH 89 DEGREES 23 MINUTES 18 SECONDS EAST (USED AS THE BASIS OF BEARING IN THIS DESCRIPTION) FROM THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 54 DEGREES 30

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EXHIBIT A
(continued)

MINUTES 24 SECONDS WEST 110.193 FEET; THENCE SOUTH 34 DEGREES 29 MINUTES 31 SECONDS WEST 871.768 FEET; THENCE SOUTH 19 DEGREES 39 MINUTES 14 SECONDS WEST 668.973 FEET; THENCE SOUTH 31 DEGREES 51 MINUTES 44 SECONDS WEST 1695.472 FEET; THENCE SOUTH 63 DEGREES 52 MINUTES 8 SECONDS WEST 223.098 FEET; THENCE SOUTH 71 DEGREES 50 MINUTES 50 SECONDS WEST 320.975 FEET; THENCE NORTH 12 SECONDS 14 MINUTES 32 MINUTES WEST 542.333 FEET; THENCE NORTH 82 DEGREES 52 MINUTES 30 SECONDS WEST 282.179 FEET; THENCE NORTH 69 DEGREES 19 MINUTES 15 SECONDS WEST 1092.241 FEET; THENCE SOUTH 55 DEGREES 16 MINUTES 16 SECONDS WEST 1070.747 FEET; THENCE NORTH 79 DEGREES 52 MINUTES 31 SECONDS WEST 284.429 FEET; THENCE NORTH 36 DEGREES 59 MINUTES 20 SECONDS WEST 482.001 FEET; THENCE NORTH 29 DEGREES 25 MINUTES 39 SECONDS WEST 447.772 FEET; THENCE NORTH 45 DEGREES 21 MINUTES 21 MINUTES WEST 569.232 FEET; THENCE NORTH 31 DEGREES 57 MINUTES WEST 548.019 FEET; THENCE NORTH 36 DEGREES WEST 750.495 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 196, SAID POINT BEING DUE EAST 1614.513 FEET AND DUE NORTH 2479.659 FEET FROM THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN.

ALSO TOGETHER WITH A 50 FOOT RIGHT-OF-WAY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT OF BEGINNING BEING SOUTH 0 DEGREES 6 MINUTES 48 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER 2659.75 FEET AND SOUTH 89 DEGREES 25 MINUTES 46 SECONDS WEST ALONG SAID SOUTH LINE 1510 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 30, (NOT SURVEYED) (SAID NORTHEAST CORNER BEARING NORTH 89 DEGREES 23 MINUTES 18 SECONDS EAST FROM THE NORTHWEST CORNER AND THE BASIS OF BEARING FOR THIS DESCRIPTION); THENCE SOUTH 3 DEGREES 33 MINUTES 51 SECONDS EAST 50.10 FEET; THENCE SOUTH

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EXHIBIT A
(continued)

89 DEGREES 25 MINUTES 48 SECONDS WEST 1116.21 FEET; THENCE SOUTH 53 DEGREES 0 MINUTES 00 SECONDS WEST 937.46 FEET; THENCE NORTH 36 DEGREES 0 MINUTES 00 SECONDS WEST 50.01 FEET; THENCE NORTH 53 DEGREES 0 MINUTES 00 SECONDS EAST 953.09 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 48 SECONDS EAST 1130.001 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH AN ACCESS AND UTILITY EASEMENT FOR LOT 100, WHICH IS 50 FEET WIDE, LYING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: BEGINNING AT A POINT WHICH IS SOUTH 89 DEGREES 25 MINUTES 48 SECONDS WEST 754.89 FEET FROM THE NORTHEAST CORNER OF SAID LOT 100 AS RECORDED IN THE SUMMIT COUNTY RECORDERS OFFICE; THENCE NORTH 00 DEGREES 34 MINUTES 12 SECONDS WEST 132.17 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 90.00 FEET WITH A CHORD BEARING NORTH 50 DEGREES 33 MINUTES 05 SECONDS WEST; THENCE ALONG SAID CURVE 157.02 FEET THROUGH A CENTRAL ANGLE OF 99 DEGREES 57 MINUTES 47 SECONDS; THENCE SOUTH 79 DEGREES 28 MINUTES 01 SECOND WEST 78.22 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 90.00 FEET WITH A CHORD BEARING NORTH 47 DEGREES 36 MINUTES 07 SECONDS WEST; THENCE ALONG SAID CURVE 166.29 FEET THROUGH A CENTRAL ANGLE OF 105 DEGREES 51 MINUTES 44 SECONDS; THENCE NORTH 05 DEGREES 19 MINUTES 45 SECONDS EAST 311.82 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 300.00 FEET WITH A CHORD BEARING NORTH 21 DEGREES 31 MINUTES 15 SECONDS EAST; THENCE ALONG SAID CURVE 169.91 FEET THROUGH A CENTRAL ANGLE OF 32 DEGREES 26 MINUTES 59 SECONDS; THENCE NORTH 37 DEGREES 46 MINUTES 44 SECONDS EAST 162.42 TO THE BEARING NORTH 12 DEGREES 00 MINUTES 11 SECONDS EAST; THENCE ALONG SAID CURVE 134.96 FEET THROUGH A BEGINNING OF A CURE CONCAVE TO THE WEST HAVING A RADIUS OF 150.00 FEET WITH A CHORD CENTRAL ANGLE OF 51 DEGREES 33 MINUTES 05 SECONDS; THENCE NORTH 13 DEGREES 46 MINUTES 21 SECONDS WEST 672.40 FEET TO THE BEGINNING OF ACURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 100 FEET WITH A CHORD BEARING NORTH 22

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EXHIBIT A
(continued)

DEGREES 47 MINUTES 11 SECONDS WEST; THENCE ALONG SAID CURVE
31.46 FEET THROUGH A CENTRAL ANGLE OF 18 DEGREES 01 MINUTE 40
SECONDS; THENCE NORTH 31 DEGREES 48 MINUTES 01 SECOND WEST
37.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD
196 (BROWNS CANYON HIGHWAY).

Permanent Parcel Number: 55-80-1
JOHN ADAM OLIVE AND WENDY G. TUNSTALL, WITH RIGHTS OF SURVIVORSHIP

5499 BROWNS CANYON ROAD, PEOA UT 84061
Loan Reference Number : 20062271117421/3000489639
First American Order No: 10176431
Identifier: FIRST AMERICAN LENDERS ADVANTAGE

 OLIVE
10176431

FIRST AMERICAN LENDERS ADVANTAGE
DEED OF TRUST

