BOOK 1367 PAGE: 941

R/W 74479

RIGHT-OF-WAY EASEMENT

The Undersigned Grantor (and eac	ch and all of them if more than one) for and in consideration of
ONE DOLLAR AND NO/100	dollars (\$ 1.00) in hand paid by the
Grantee, the receipt whereof is he Mountain States Telephone ar Denver, Colorado, 80202, Grante Right-of-Way Easement and the munication and other facilities, from the state of the following described any interest, to-wit: A five for telephone facilities as shown hereof across the following Part of the Southwest Quarte Salt Lake Base and Meridian, 89°19' West 3446.00 feet alo Section 25 (said point also corner of the Southwest Quarte West 493.37 feet along the sailroad right of way; thencof way; thence North 89°19' from the point of beginning, beginning, excepting therefrosituate in County of the right of ing TOGETHER with the right of ing	dereby acknowledged, hereby grants, bargains and conveys unto a Telegraph Company, a Colorado corporation, 931 14th Street, e., its successors, assigns, lessees, licensees and agents, a right to construct, operate, maintain and remove such component time to time, as said Grantee may require upon, over, under diand which the Grantor owns or in which the Grantor has not easement being 2½ feet on each side of buried on Exhibit "A" attached hereto and made a part described property: If of Section 25, Township 7 North, Range 2 West, U.S. Survey: Beginning at a point which is South one the section line from the Southeast corner of said being South 89°19' West 806.00 feet from the Southeast ter of said Section 25; running thence South 89°19' tection line to the Easterly line of the central Pacific tection 19°01' West 1256.51 feet along said right East 913.93 feet to a point which bears North 0°32' East thence South 0°32' West 1193.0 feet to the point of the southerly approximately 46 feet thereof lying within the southerly approximately 46 feet the southerly app
from the above-described property tions as may be necessary and the jointly with Grantee for their util	, the right to clear and keep cleared all trees and other obstruc- e right to permit other utility companies to use the right of way lity purposes.
consistent with the rights herein g	
Signed and delivered this 21	day of August A.D., 19.80
At	for Relyan D. Galland
	for Reden De Inland
STATE OF UTAH County of Salt Lake ss.	
On the Jot day o	f, A.D. 19 80 , personally
appeared before me	f Caught Halger D. Dalland,
(they) executed the same.	ve instrument, who duly acknowledged to me that (he) (she)
WITNESS my hand and offic	cial seal this 2/2t day of Cugusty 1780
My commission expires	7/13/83
	Mostary Public of
	821068 Notary Public 6
*the county road	45.00 RUTH EAME OLSEN MERE" PARTY DES Rules
	Oct 1 .2 13 PH '80
. Bell	CLED AND RECORDED FOR
3 ox 30960 Ran 213-C	Min. Bell
8 ox 30960 Rm213-C	PLATTED VERIFIED

19-016-0074

<u> </u>	When recorded mail to:	€£®0x136₹3£å€40937	82106 7
123124966	2465 WA! OGDEN	PERSON FINANCIAL CENTER SHINGTON BLYD. , UTAII 84401 Space A NE 621-7110 Space A	Above This Line for Recorder's DEF
PLATTED	☐ VERIFIED IZ	DEED OF TRUST	Oct 1 2 04 PM '80
ENTERED	MICROFILMED		
BENEFICIARY CITICORP PERSON-TO	D-PERSON FINANCIAL CENTER	2465 WASH BLVD ØGDEN	N, UT 84401
12496-6 07 12496-6 07 12496-6 07 SCØTT L DURRA 2942 N 975 E NØRTH ØGDEN 1	DURRAN	30482.35 T 274 F 3 F 4 A 3 A 3 A 3 A 3 A 3 A 3 A 3 A 3 A 3 A	107A1 OF RAYMENTS 247700.00 AMOUNT FINANCED 3 17217.65 PRST FARMENT DUE DATE OF MALIURITY AND PINAN FARMENT DE DATE OF MALIURITY AND PINAN FARMENT DE DATE OF MALIURITY DE DA
Trustor(s) whose name whose address is _Sul	te 200, First Security s is shown above. Trustor does hereby Irrevocably GRA	day of September ME ABSTRACT & TITLE COMPANY Bank Bldg Ogden, Utah ANT, BARGAIN, SELL AND CONVEY TO TRO	. 19_80 , between as Trustee, , and Beneficiary USTEE IN TRUST, WITH POWER OF SALE, that State of Utah described as follows,
All of I		BDIVISION NO. 4, North Ogden C	ity, according to the

BOOK 1367 PAGE 938

TOGETHER WITH all buildings, improvements and fixtures, including all carpeting, draperies and appliances, located thereon and all additions, replacements and for improvements hereafter made thereto or placed thereon; all heating, lighting, water-conditioning, air-conditioning, refrigeration and other equipment now or represented to and/or used in connection with said real property, however represented, and particularly all shares of stock in any company representing any such water or water rights; all rights-of-way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereto belonging, however evidenced, used and/or enjoyed with said real property the same or which may be hereafter acquired and used and/or enjoyed with said real property, all of which proformance of the obligations herein mentioned and referred to, all of the hereinabove described lands, together with the rights and interests in this paragraph described, are hereinafter sometimes designated and referred to as "said property."

ferred to as "said property."
FOR THE PURPOSE OF SECURING:
(1) The payment of the indobtedness, and the performance of each and every obligation evidenced by a Promissory Note of even date in the principal sum of the Apyment of the indobtedness, and the performance of each and the payment of the state o

Security of the Annual serventage Asia Indicated above, and any extensive in medifications invested or interest, (2). The performance of section with the performance of sections and any analysis of the performance of the p

ORIGINAL

11. The fallure and tip part of Beneficiary to promptly enforce any right netwinder shall not operate as a waiver of such right and the waiver of any subsequent of other default.

12. At any line and from time to time upon written regulast of Beneficiary and upon the payment of the Trustee's fees and the presentation of this Trust Deed and the Note or Notes, evidencing the obligation secured hereby, for endorsement (in case of full reconveyance for cancellation and retention), Trustee may, without affecting the liability of any-person for the payment of the indebtedness and/or performance of the obligations secured hereby (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) grant any extension or modification of the terms of any or all of the obligations secured hereby; and (e) reconvey without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons entitleto thereof," and the recitais therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

nns Trist Dead or the lien or charge thereof; (d) grant any extension or modification of the terms of any or any and the obligations secured hereby; and (e) recovery, therefore of any matters or facts shall be conclusive proof of the truthfulness thereof. Truster press to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

3. A payable, 11 Truster neresy assigns to Beneficiary, duting the term of this Trust Ceed, all rent, issues, royalities, and profits of the property located in the payable. If Truster shall deal in a state of the property located theren. Until Truster shall default in the payment of any indebteness secured hereby or in the conformance of any agreement hereunder, Truster shall have the right to collect any osterior manner of any agreement hereunder. Truster shall have the right to collect any osterior manner of any agreement hereunder. Truster shall have the right to collect any osterior manner of any agreement hereunder, Truster shall have the right to collect any osterior manner of any agreement hereunder. Truster shall have the right to collect any osterior manner of the right power, and the payable. If Truster hereby content in the collect any such moneys shall not in any manner affect the right, power, and sutherly hereby granted to Beneficiary to the right power, and sutherly hereby granted to Beneficiary to the right power, and sutherly hereby canner of the right power, and the payable of the right power, and sutherly hereby and in suffering to the appointment of the right power, and the payable of the right power, and the right power, and sutherly hereby content on the payable of the right power, and the payable of the payable of the right power, and the payable of the p

nder.
71. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and ssigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the Note extered hereby. In this Trust Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter and the singular number includes any other.

secured hereby. In this Trust Deed, whenever the context so requires, the masculine gender includes the feminine and/or neutra and the singular number includes the plural.

22. Trustee accepts this Trust when this Trust Deed, duily executed and acknowledged, is made a public record as provided by law, Trustee is not obligated to notify any party hereto of any pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party.

23. Upon any default by Trustor hereunder, Beneficiary shall have the right, but not the obligation, to waive the security of this Trust Deed, by causing to be executed by Trustee and delivered to Trustor a reconveyance, without varranty of sald property to "the person or persons entitled thereto," and to thereupon receive from Trustor, without notice or demand, the full and complete payment and/or performance of any and/or all of the obligations secured hereby. In the event Baneficiary is unable reasonably to locate I rustor for the delivery of such reconveyance as hereinabove provided, Beneficiary shall have the right to cause such reconveyance to be recorded in the office of the County Recorder of the County wherehe said property is studied and upon such recordation, trustor shall be deemed to have received delivery of such reconveyance for purposes of the provisions of this paragraph. It is expressly understood and agreed that upon the delivery or recordation of a reconveyance of said property as hereinabove provided, the obligations theretofore secured hereby shall cause to be secured by this Trust Deed.

24. Trustor acknowledges that it is a condition of Beneficiary's acceptance of this Trust Deed.

25. Trustor acknowledges that it is a condition of Beneficiary's acceptance of this Trust Deed.

26. Trustor acknowledges that it is a condition of Beneficiary's acceptance of this Trust Deed, as security therefor, Trustor has waived and does hereby waive all such rights of the Beneficiary's half trustor bear and the provided

December 2, 1971 by and between Scott L. Durrant & Lois A. Durrant

as Trustor. Commercial Security Bank COMMERCIAL SECURITY BANK , as Beneficiary, which Trust Deed was recorded in the office of as Trustee, and __ December 3, 1971 the County Recorder of Weber County, State of Utah, on 9<u>81</u> 781

Ogden, Utah

ē. -

_ duly acknowledged to

Signature of Trustor Soft 2011 SULLACERE

STATE OF UTAH

Weber

on the 30th _ , A.D., 19 80 _ , personally appeared before me $_$ Scott L.September _ day oi _ Lois A. Durrant, his wife,

the signer(s) of the above instrument, who duly acknowledged to me that $\underline{t_{he}}$ Y executed the same

Michelle G.

10/29/83 Notary Public My Commission Expires: Residing at

STATE OF UTAH COUNTY OF

__and_

who, being by me duly sworn dld say: That they are the

the said _______ and ______ and ______ are that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires. Notary Public

> FULL RECONVEYANCE REQUEST FOR (to be used only when indebtedness secured hereby has been paid in full)

Residing at

a corporation, and that the within and foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and

COUNTY OF

