CARBON COUNTY CORPORATION

January 6, 2025

Tax Roll Master Record

10:11:07AM

Parcel: 02-0510-0001

Name: HANSEN EARL N & GLENDA L

Entry: 076550

c/o Name:

Property Address 3411 N 1400 W

Address 1: 3411 N 1400 W

HELPER

00008-4526

Address 2:

City State Zip: HELPER

UT 84526-0000

Mortgage Co:

Acres: 9.38

Comment

Status: Active

Year: 2025 District: 008 WATER DISTRICT

0.012695

Owners

Interest

Entry Date of Filing

HANSEN EARL N & GLENDA L

076550 09/17/1999 (0442/0761) (0936/0367 PLAT)

_	20	025 Val	ues & Tax	es	2024	Values &	Taxes
Property Information	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
BR02 MANUFACTURED RESIDENTIAL PRIMA	0.00	95,137	52,325	664.27	95,137	52,325	664.27
LA01 AGRICULTURAL LAND SECONDARY	8.38	30,140	30,140	382.63	30,140	30,140	382.63
LR01 RESIDENTIAL LAND PRIMARY	1.00	85,000	46,750	593.49	85,000	46,750	593.49
Totals:	9.38	210,277	129,215	1,640.39	210,277	129,215	1,640.39

Property Type	Year Built	Square Footage	Baseme	ent Size	Building Type	
BR02 MANUFACTURED RESIDENTIAL PRII	1981	1,440				
**** ATTENTION !! *	***	2025 Ta	axes:	1,640.39	2024 Taxes:	1,640.39
Tax Rates for 2025 have NOT BEEN SET OR A evied taxes or values shown on this printout for SUBJECT TO CHANGE!! (Using Proposed Tax	APPROVED! A the year 2025		nalty:	0.00 0.00 0.00)	Review Dat 01/31/2024	
•		Paym Amount		0.00) 1,640.39	NO BACK TAX	ES!

Back Tax Summary

Year	Principal	Specials Total	Penalty	Interest Due	Interest Rate	Total Payments	Total Due
2019	0.00	0.00	0.00	0.00	7.75%	1,338.67	0.00
Totals:	0.00	0.00	0.00	0.00		1,338.67	0.00

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

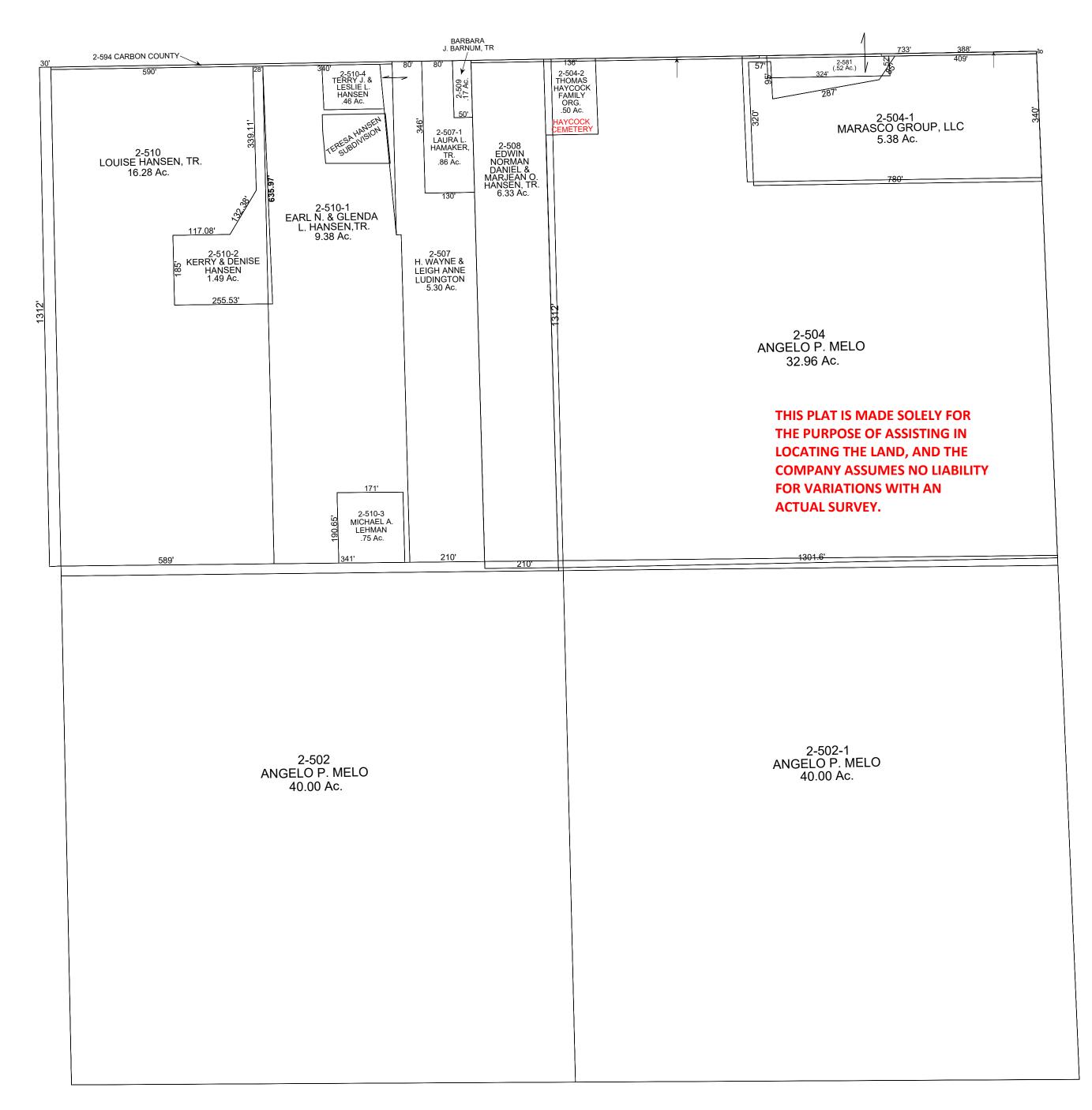
Taxing Description

BEG N 89°05'18" E 560 FT & S 8 FT NW COR SE4 SEC 31, T13S, R10E, SLB&M; N 89°05'18" E 156.11 FT; S 00°54'42" E 129 FT; N 89°05'18" E 160.48 FT; S 05° 33'11" E 356 FT; S 01°16'00" E 857.76 FT; S 89°47'19" W 341.73 FT; N 01°17'56" W 1338.04 FT TO BEG. ALSO, BEG S 89°18'58" W 420 FT SE COR NW4SE4 SEC 31; N 01°41'45" W 858.46 FT; N 88°46'46" E 13.21 FT; S 01°13'14" E 858.49 FT; S 89°18'58" W 6.09 FT TO BEG. LESS 2-510-4 (0.75 AC) ALSO, LESS: 0.16 AC TO 2-507. ALSO, LESS: TERESA HANSEN SUBDIVISION. (0.51 AC) 9.38 AC

History

Original Account/Serial Number:0151938 02-0510-001

Page: 1 of 1









Recorded at Request of					
at . M. Fee Pa	id \$.		-5-0=	10500 h 450	0 / 4 7
by	Dep. Book	Page	Date	R-2000 12:05pm	P 613
Mail tax notice		Address	Fee:	10.00 Check	
***************************************			SHAKU	N MURDUCK, Recorder	
			For H	By SM WAYNE LUDINGTON	
			CARBO	N COUNTY CORPORATION	1

QUIT-CLAIM DEED

of 1311 Haycock Lane Helper,	County of Carbon	Grantors State of Utah, hereby
QUIT-CLAIM to		
Hansen Earl N. & Glenda L. husband & wifull rights of suvivorship	ife, as joint tenants and not a	as tenants in common, with
full rights of suvivorship	fe, as joint tenants and not a	Grantees State of Utah for the sum of
	County of Carbon,	Grantees State of Utah

ft 2-507

Beginning at a point South 89°18'58" West along the South line of the Northwest 1/4 of the Southeast 1/4 420.0 feet from the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 31, Township 13 South, Range 10 East of the Salt Lake Base & Meridian: Thence North 01°41'45" West 858.46 feet; thence North 88°46'46" East 13.21 feet to the existing fence line; thence along said fence line South 01°13'14" East 858.49 feet; thence South 89°18'58" West 6.09 feet to the point of beginning. Containing 8282.86 sq. ft.

WITNESS, the hand of said grantor, this A.D. 19

Signed in the presence of

State of Utah,

Carban County of

}

, A.D. 1999

On the 31st day of August, A.D. personally appeared before me Ludington 4. Wayne & Leigh Anne the signer of the within instrument, who duly acknowledged to me that

executed the same.

My commission expires

2-2-2003

Notary Public-Address: 7

> TRESSIE R. JONES MOTARY PUBLIC • STATE of UTAH 124 EAST 400 NORTH PRICE, UTAH 84501 COMM. EXP. 2-2-2003

613

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO LOCATE AND DESCRIBE A ONE LOT SUBDIVISION OF PARCEL 02-0510-0001 FOR TERESA HANSEN.

THE BASIS OF BEARING USED FOR THIS SURVEY IS SOUTH 89°05'04" WEST BETWEEN THE EAST QUARTER CORNER AND THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 10 EAST, SALT LAKE BASE AND MERIDIAN.

CERTIFICATE OF SURVEY

I. M. CODY WARE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSE NO. 4940688 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. 1 FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNER(S), I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND SUBDIVIDED SAID TRACT OF LAND INTO LOT(S), HEREAFTER TO BE KNOWN AS THE:

TERESA HANSEN SUBDIVISION

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN HEREON.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH LIES 1888.84 FEET SOUTH 89°05'04" WEST ALONG CENTER OF SECTION LINE AND 137.06 FEET SOUTH OF THE EAST QUARTER CORNER OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 10 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°05'18" EAST 166.62 FEET TO THE SOUTHEAST CORNER OF PARCEL 02-0510-0004 DESCRIBED AT ENTRY 817963, PAGE 456, BOOK 786 IN THE OFFICIAL RECORDS OF THE CARBON COUNTY RECORDER; THENCE SOUTH 05°33'11" EAST 131.81 FEET ALONG THE EAST BOUNDARY OF PARCEL 02-0510-0001 DESCRIBED AT ENTRY 76550, PAGE 761, BOOK 442 IN THE OFFICIAL RECORDS OF THE CARBON COUNTY RECORDER; THENCE WEST 170.27 FEET; THENCE NORTH 05°21'35" WEST 86.33 FEET; THENCE NORTH 01°22'17" WEST 42.60 FEET TO THE POINT OF BEGINNING. CONTAINS 0.505 ACRES.

TOGETHER WITH A 24 FOOT WIDE ACCESS EASEMENT OVER AN EXISTING PAVED DRIVEWAY AND BEING 12 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT WHICH LIES 1900.36 FEET SOUTH 89°05'04" WEST ALONG CENTER OF SECTION LINE AND 8.05 FEET SOUTH OF THE EAST QUARTER CORNER OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 10 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°30'18" WEST 108.97 FEET; THENCE SOUTH 01°22'17" EAST 63.18 FEET; THENCE SOUTH 05°21'35" EAST 85.63 FEET AND TERMINATING.

COLAL LANGE

7-22-19 No. 4940688

MARE

ATE OF UTAN

SUP

NAL LAND

M. CODY WARE

JULY 22, 2019

Ent 846501 Bk 936 Pg 367
Date: 15-AUG-2019 3:11:58PM
Fee: \$55.00 Check Filed By: CR
KARLA MEDLEY, Recorder
CARBON COUNTY CORPORATION
For: TERESA HANSEN

UTAH POWER & LIGHT COMPANY

POLE LINE EASEMENT

Jesse B. Haycock and Ruth Haycock his wife, grantors, of Carbon County, Utah, hereby convey and warrant to UTAH POWER & LIGHT COLPANY, a corporation, its successors in interest and assigns, Grantee, for the sum of One (\$1.00) Dollar and other valuable consideration, a perpetual easement and right of way for the erection and continued maintenance, repair, alterations, and replacement of the electric transmission, distribution and telephone circuits of the Grantee, and no guy anchors & poles, with the necessary guys, stubs, cross-arms and other attachments thereon, or affixed thereto, for the support of said circuits, to be erected and maintained upon and across the premises of the Grantors in Carbon County, Utah, along a line described as follows:

Beg. on west boundary line of grantor's land at a point 30 ft. south and 370 ft east, more or less, from the west quarter corner of Sec. 31, T. 13 S.,R 10 E., S.L.B.& M., th running N. 89°35' E.200 ft., moreor less to east boundary line of said land. Also beg. at fence on east boundary line of grantor's land at a point 30 ft. south and 1740 ft west, more or less, from the east quarter corner of said Sec. 31, th. runing S 89°25' W. 466 ft, th S 89°35' W.452 ft. to fence at westboundary line of said land. And being in the NW_4^1 of the SW_4^1 the NE_4^1 of the SW_4^1 and the NW_4^1 of the SE_4^1 said Sec. 31.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto including the right to cut and remove timber, trees, brush, over-hanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

WITNESS the hands of the Grantors, this 2nd day of December A. D. 1936.

Jesse B. Haycock
Ruth Haycock

STATE OF UTAH

SS

COUNTY OF CARBON

On the 2nd day of December, A. D. 1930, personally appeared before me Jesse B.

Haycock and Ruth Haycock, his wife the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

A. G. Berrett

SEAL

Notary Public.

My commission expires:

My commission expires Nov. 14, 1932. Approved as to form executed GBC. Approved as to Description BS AC File No. 14110.

Recorded November 24 1931 at 2. P. M. at the request of the Utah Power & Light Company

county Recorder.

Soary 001521

Indused

Abstracted
6:50

STATE OF UIAN COUNTY OF CAMEON SS FILED AND RECORDED FOR EARL N. Hansen NOW 4 10,39 AH 83

BOOK 2330F Records PAGE 397-398
ANN O'BRIEN COUNTY RECORDER

DECLARATION OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That I EARL N. HANSEN, being the head of the household, hereby certify and declare that I am the head of a family and that I do now at the time of making this declaration, actually reside with my wife on the land and premises hereinafter described. That my spouse has not filed declaration of homestead That the land and premises on which I reside are in the County of Carbon, State of Utah, bounded and described as follows:

Beginning at a point 30 feet West and 8 South of the Northwest quarter of the Southeast quarter of Section 31, Township 13 South of Range 10 East, Salt Lake Meridian, thence South 1312 feet, thence East 930 feet, thence North 1312 feet, thence West 930 feet, to beginning.

LESS THE FOLLOWING:

Beginning at a point 900 feet East and 508 feet South of the Northwest corner of the SE 1/4 of Section 31, Township 13 South, of Range 10 East of the Salt Lake Base and Meridian, running thence West 125 feet to true place of beginning; running thence South 350 feet; thence West 125 feet; thence North 350 feet; thence East 125 feet to true place of beginning.

That is my intention to use and claim said land and premises above described, together with the dwelling house thereon and its appurtenances, as a homestead, and I do hereby select and claim the same as a homestead; that the actual cash value of said homestead exemption claim if \$10,500.00. That the estimated cash value of said property is \$300,000.00.

My spouse: GLENDA LADEAN HANSEN, age 43, Route #1 Box 102 Helper, Utah

My Stepson: RALPH LEHMAN, JR., age 16, Route #1 Box 102 Helper, Utah

IN WITNESS WHEREOF, I have hereunto set my hand and seal

Marlynn B. Lema
ATTORNEY AT LAW
108 NORTH 47H WEST
P. 0. 80X 1026
PRICE, UTAM 84501

at Ogden, Utah, on this 3 day of November, 1983.

STATE OF UTAH

COUNTY OF CARBON

EARL N. HANSEN, being first duly sworn upon her oath deposes and says: That he is the owner of the property described in the foregoing Declaration of Homestead, that he has read the same and knows the contents thereof, and that the matters therein stated are true of his own knowledge.

UBSCRIBED AND SWORN to before me this day of November, 1983.

NOTARY PUBLIC

Residing At:

My Commission Expires:

Marlynn B. Lema ATTORNEY AT LAW 008 NORTH 4TH WEST P. D. BOX 1026 RICE, UTAH 84501 (801) 627-2690

AFTER RECORDING MAIL TO:

STATE OF UTAH COUNTY OF CARBON) 88 FILED AND RECORDED FOR

S.E. Utah Title Co.

2 57 PM **'93** Jan 22

_ OF RECORDS BOOK 324

PAGE 85-88
ANN B. O'BRIEN
COUNTY RECORDER

Assigned 2 - 1/- 9.3

BK 324 PG 537

LOAN NO. 1311-1907 A SSIANIA 377/668

STATE OF UTAH

[Space Above This Line For Recording Data] -

10 .00

DEED OF TRUST

FHA CASE NO.

521-3130459 703

THIS DEED OF TRUST ("Security Instrument") is made on January 19, WAYNE LUDINGTON and LEIGH ANN LUDINGTON, HUSBAND AND WIFE 1993 . The grantor is

Indexed

Abstracted

Redg. Fee.

The trustee is SOUTH EASTERN UTAH TITLE COMPANY

("Borrower"). ("Trustee").

and whose address is

The beneficiary is BANK OF UTAH

which is organized and existing under the laws of STATE OF UTAH

2605 WASHINGTON BLVD., OGDEN, UT 84401

("Lender"). Borrower owes Lender the principal sum of Forty Three Thousand Two Hundred

Sixty Dollars and no/100 Dollars (U.S. \$ 43,260.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on Februery 1, 2023. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under Paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in CARBON County, Utah:

BEGINNING 210 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 10 EAST, SLB&M THENCE WEST 210 FEET; THENCE NORTH 1320 FEET; THENCE EAST 80 FEET; THENCE SOUTH 346 FEET; THENCE EAST 130 FEET; THENCE SOUTH 974 FEET TO THE POINT OF BEGINNING.

which has the address of

1311 WEST HAYCOCK LANE [Street]

SPRING GLEN [City]

Utah

84526 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

85

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on

the debt evidenced by the Note and late charges due under the Note.

2. Monthly payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by Paragraph 4.

Each monthly installment for items (a), (b) and (c) shall equal one-twelfth of the annual amounts, as reasonably

estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b)

and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b) and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or

her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary; or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account the large remaining for all installments for items (a), (b) and (c) and any mortgage insurance.

shall be credited with the balance remaining for all installments for items (a), (b) and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender,

Borrower's account shall be credited with any balance remaining for all installments for items (a), (b) and (c).

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows: FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the

Secretary instead of the monthly mortgage insurance premium; SECOND, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard

insurance premiums, as required; THIRD, to interest due under the Note;

FOURTH, to amortization of the principal of the Note;

FIFTH, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor

of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application;

Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations

on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate,

and at the option of Lender, shall be immediately due and payable.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and en to proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and en to proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and en to proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and en to proceeds to the reduction of the indebtedness under the en to pro-

ISC/FMDTUT//0691/(2-91)-L

PAGE 2 OF 4

date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

- 8. Fees. Lender may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceleration of Debt.
- (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
 - (I) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
 - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
- (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:
 - (I) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
 - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within 60 DAYS from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 DAYS from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
- 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
- 11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.
- 16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any details or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full. FHA UTAH DEED OF TRUST

ISC/FMDTUT//0691/(2-91)-L

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Foreclosure Procedure. If Lender require immediate payment in full under Paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and of the election to cause the Property to be sold and shall record such notice in each county in which any part of the Property is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the county clerk of the county in which the sale took place.

- 18. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.
- 19. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.
- 20. Request for Notices. Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were in a part of this Security Instrument. (Check applicable box(es)]. Condominium Rider **Graduated Payment Rider Growing Equity Rider** Other [Specify] Planned Unit Development Rider BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 4 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Witnesses: (Seal) (Seal) LUDINGT (Seal) (Seal) CARBOIN County ss: STATE OF UTAH. On this 19th day of January 1993, personally appeared before me way ne Ludington and Leigh ann Ludington On this \ Q F day of executed the same. the signer(s) of the above instrument, who duly acknowledged to me that they My Commission expires: (d/(r//9 C Notify Public residing at: JERRY FRANDSEN HOTARY PUBLIC - STATE OF UTAH REQUEST FOR RECENVEYANCE 0'0 South Eastern Utah Title Co. PRICE, UTAH 84501
Frie undersimed to the note or notes secured by this Deed of Trust. Said note or notes, together with other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date:

C/FMDTL

UST

رار (1)-L

When Recorded Mail To:

BANK OF UTAH 2605 WASHINGTON BLVD. OGDEN, UTAH 84401 ATTEN: MORTGAGE SERVICING

LOAN NO. 1311-1907

38006

00

STATE OF UTAH
COUNTY OF CARSON
FILED AND RECORDED FOR

S.E. Utah Title Co.

| 42 PH '93 FFR |

OF RECORDS BOOK 324 PAGE 537

ANN B. O'BRIEN COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF DEED OF TRUST

Abstracted

Rodg. Fee

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to NORWEST MORTGAGE INC., A MINNESOTA CORPORATION 800 MARQUETTE AVE. SOUTH, MINNEAPOLIS, MN 55402

whose address is

all beneficial interest under that certain Deed of Trust dated

January 19, 1993

, executed

by H. WAYNE LUDINGTON and LEIGH ANN LUDINGTON, HUSBAND AND WIFE

, Grantor, Trustee,

TO SOUTH EASTERN UTAH TITLE COMPANY

1993 January 22,

and recorded in Book/Volume No.

, page(s) 85 324 County Records, State of

, as Document No. 37779 on real estate legally described as '

CARBON follows:

BEGINNING 210 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 10 EAST, SLB&M THENCE WEST 210 FEET; THENCE NORTH 1320 FEET; THENCE EAST 80 FEET; THENCE SOUTH 346 FEET; THENCE EAST 130 FEET; THENCE SOUTH 974 FEET TO THE POINT OF

SOUTH EASTERN UTAN TITLE COMPANY ORDER NO. 23,554 C

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with

interest, and all rights accrued or to accrue under said Deed of Trust.

DATED: January 19, 1993

Witness:

ASSISTANT VICE-PRESIDENT

STATE OF UTAH

COUNTY OF WEBER

1-28-93 On

before me, the undersigned, a Notary Public in and for the said County and State,

personally appeared LYNETTE H. SUMNER

to me personally known, who, being duly sworn by me, did say that he/she is the

ASSISTANT VICE-PRESIDENT

Sam dus

of the corporation named herein which executed the within instrument, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation pursuant to its by-laws or a resolution of its Board of Directors and that he/she acknowledges said instrument to be the free act and deed

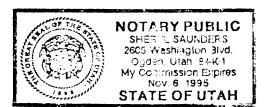
of said corporation.

Notary Public for the state of My commission expires:

her

(OFFICIAL SEAL)

BOU 5/92



Document Prepared by: DOCK ASSIGNMENT SERVICES When Recorded Mail to: DOCX

EC: LEGAL:

1 S. LIMESTONE ST., STE 350 SPRINGFIELD, OHIO 45502 POST PRODUCTION

Project No.: 1996-47

Assignor No.:

1033558

Assignee No.: 3311115 Pool No.:

00342555CD

PIN/Tax ID #

Investor No.: 0001033558 Property Address: 1311 HAYCOCK LANE

SPRING GLEN

UT

84526

OOO56557 Bk00377 Pg00668-00669

ANN B. O'BRIEN-COUNTY OF CARBON 1996 SEP 09 14:21 PM FEE \$12.00 REQUEST: DOCK ASSIGNMENT SERVICES

This space for Recorder's Use Only

ASSIGNMENT OF DEED OF TRUST

For good and valuable consideration, the sufficiency of which is hereby acknowledged Norwest Mortgage, Inc., a California Corporation

whose address is: 405 SW 5TH St., Des Moines, IA 50328

by these presents does convey, grant, bargain, sell, assign, transfer and set over to:

Roosevelt Bank

whose address is: 221 W. Cherry, Nevada, MO 64772

the described Deed of Trust, together with the certain note(s) described therein with all interest,

all liens, and any rights due or to become due thereon.

Said Deed of Trust is recorded in the State of

UTAH 01/22/93 /// County of

CARBON

Official records on

as Document No.:

37779

in Book: 324 on Certificate No.:

at Page: 85 Original Loan Amount: \$

43260.00

Loan Date: 01/19/93

Original Trustor:

H. WAYNE LUDINGTON AND LEIGH ANN LUDINGTON,

HUSBAND AND WIFE

Original Beneficiary:

BANK OF UTAH

Original Trustee:

SOUTH EASTERN UTAH TITLE COMPANY

IN WITNESS WHEREOF, the undersigned corporation by its Board of Directors has caused this instrument to be executed by its duly authorized officers. Norwest Mortgage, Inc., a California Corporation DATE OF TRANSFER: 06/04/96

Attest

Ruhina Qureshi

Assistant Secretary

State of OHIO

County of CLARK

Officer: Wetona Walchner

Vice President

before me, Sheila A. Wilson

, the undersigned, personally appeared

Vice President

Norwest Mortgage, Inc., a California Corporation

Vice President address being 405 SW 5TH St., Des Moines, IA 50328 proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her authorized capacity and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and seal.

Notary Public, State of OHIO

Sheila A. Wilson

My commission expires: 01/22/98

Last Assignment:

Recorded / / Book

Page



Pool Number 00342555CD

Loan Number 1033558

111

State UT County name CARBON

LEGAL DESCRIPTION:
BEGINNING 210 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 13 SOUTH, RANGE 10 EAST, SL B&M THENCE WEST 210 FEET, THENCE NORTH 1320 FEET, THENCE EAST 80 FEET, THENCE SOUTH 346, THENCE EAST 130 FEET, THENCE SOUTH 974 FEET TO THE POINT OF BEGINNING.

2-507

OOO56557 Bk00377 Pg00669

_		-
	ALC: THE	

Utah State Tax Commission

Affidavit of Mobile Home Affixture and Receipt for Surrender of Title

TC-672 Rev. 1/93

	Receipt for Su	urrender of Title
VAS IMBER	enda Hansen Trust et wood width	Owner's address RT/ Box 101-B Helper Ut 84526 Length Vehicle ID number 1 IDFL 2AB320 42748 A/B Address
Yes No Has m	nobile home been previously taxed as personal pro	roperty? If Yes, attach property tax receipt.
Last tax assessment was s Ear A, Hance Address of mobile home at	sent to: S.C.N 1 time of Jast tax assessment	Address 1337 W. 3500 N. Helper Ut. 84526
<u>1337 W 35</u>	BEGINNING at a point 8 feet the Northwest corner of Section 31, Township 13 Sou Base and Meridian, and ruthence South 1312 feet; thortherly 1312 feet, morbeginning. TOGETHER with all improve	t South and 560 feet East of
Owner's signature	thereto belonging.	Co-owneyt signature D. Hansa, Hanson
Subscribed and sworn da Signature of Notary Publi X	1-95 ic Sisser	SUSAN SISNEROS NOTARY PUBLIC - STATE OF UTAH 798 WEST 1300 NORTH PRICE, UT 84501 COMM. EXP. 12-22-98
Part 2 Receipt for Surr The Utah State Tax Com	mission, Motor Vehicle Division, hereby acknowle	edges the surrender of the following documents as evidence of
ownership for the above MSO number	Title number Title number 1038 100	Vehicle ID number IDFL2AB32042748 A Vehicle ID number
Utah sales/us Utah sales/us Utah sales/us MVD officer name (print	ROGERS E0282 Ing By County Recorder Entry No. 4 Indexed —	MVD officer's signature 25 × A. MARION STATE OF UTAN COUNTY OF CARBON FILED AND RECORDED FOR Earl Hansen FEB 10 9 36 AN 95 2004 354 OF RECORDS
	Abstracted Rcdg. Fee	10.00

by	Dar. D1.	Page	Ref.:
	Dep.BookAc	Page ldress	KCI
			00055215 Bk00372 Pg00789-0078
	QUIT-CLAI!	M DEED	ANN B. 0'BRIEN-COUNTY OF CARBON 1996 JUN 04 12:02 PM FEE \$10.00 BY REQUEST: KERRY HANSEN
Louise V	Vhiteside		grantor
of 14755 S. Sage Crest Drive, QUIT-CLAIM to	Bluffdale, Count	y of Salt Lake	
Kerry Har			grantee
of 1485 W. 3500 N. Hel			for the sum of
Ten (\$1		Carbon	DOLLARS, County,
State of Utah:			
feet; thence South 00°00'00" We thence North 01°05'25" West 635 beginning. Contains 64680.77 sq. ft. or 1.485	5.97 feet; thence So	outh 88°51'58"	West 28.00 feet to the point of
	amentos this		
WITNESS, the hand of said g	A.D. 19		day of
WITNESS, the hand of said g Signed in the presence of		Theus	day of
		Saus	
		Tiens	
Signed in the presence of		Tiens	
		Saus	
Signed in the presence of State of Utah, County of	A.D. 19	Meus.	Mitterde
Signed in the presence of State of Utah, County of	day of ()	Meus	, A.D. 19
State of Utah, County of On the personally appeared before me the signer of the within instruction executed the same.	A.D. 19 day of	-acknowledge	, A.D. 19

EXHIBIT B TO PURCHASE AND SALE AGREEMENT

WHEN RECORDED, RETURN TO:

Michael Alan Lehman 1353 West Haycock Lane Spring Glen, UT 84526 OOO59138 Bk00385 Pg00706-00708

ANN B. O'BRIEN-COUNTY OF CARBON 1997 MAR 17 10:20 AM FEE \$15.00 BY REDUEST: THOR B ROUNDY

PLEASE MAIL TAX NOTICE TO GRANTEE AT ITS ADDRESS LISTED BELOW

WARRANTY DEED

Earl and Glenda Hansen, Grantors, of Carbon County, Utah, hereby conveys and warrants to Michael Alan Lehman and Sandra Kay Peterson, Grantees, of 1353 West Haycock Lane, Spring Glen, Utah, 84526 in Carbon County, Utah, for the sum of \$10.00 and other good and valuable consideration, the following described tract of land in Carbon County, Utah:

See Exhibit 1 attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the hand of said Grantor, this 24^{TH} day of FEBRUARY, 1997.

GRANTORS:

Earl Hansen

Glenda Hansen

B-1

267258_1

STATE OF UTAH

)
: ss.

COUNTY OF CARBON

The foregoing instrument was acknowledged before me this 24714 day of FEBRUARY

Grantors.

The foregoing instrument was acknowledged before me and Glenda Hansen, the Grantors.

MELBA J NIELSEN

NOTARY PUBLIC

TOSOUTH MAN

HELPER UT 84528

COMM. EXP. 4-16-99

My Commission Expires:

H-16-99

249369_1

EXHIBIT 1 TO WARRANTY DEED

Legal Description

Dec 2-510-1

Beginning at a point which lies 900 feet East and 1129.35 feet South, more or less, of the Northwest corner of the Southeast Quarter of Section 31, Township 13 South, Range 10 East, Salt Lake Base and Meridian, and running thence South 190.65 feet; thence West 171.0 feet; thence North 190.65 feet; thence East 171.0 feet to the described point of beginning.

Contains 32,601.15 square feet.

Along with a perpetual and nonexclusive easement to be used for purposes of ingress and egress and utility purposes by means of a 24 foot wide road 12 feet each side of the following described centerline, beginning at a point on the Southern right-of-way of a County road (road also known as Haycock Lane) said point lies North 89'50'07" East 721.40 feet from the Northwest corner of the Southeast Quarter of Section 31, Township 13, South, Range 10 East of the Salt Lake Base and Meridian; thence South 02'49'24" East 563.12 feet to a point on a 37 foot Radius curve to the left (chord bears South 46'24'42" East 51.02 feet); thence South 90'00'00" East 79.55 feet to a point on a 37 foot radius curve to the right (chord bears South 45'39'37" East 51.72 feet); thence South 01'19'14" East 511.64 feet to the point of terminus.

SEND TAX NOTICE TO:

Michael Alan Lehman P.O. Box 108 Helper, UT 84526 OOO66348 Bk00409 Pg00362-00363

ANN B. O'BRIEN-COUNTY OF CARBON 1998 MAY 22 12:10 PM FEE \$13.00 BY REQUEST: MICHAEL ALAN LEHMAN

CORRECTED WARRANTY DEED

EARL N. HANSEN and GLENDA L. HANSEN, Trustees of THE EARL AND GLENDA HANSEN FAMILY TRUST, Dated June 7, 1992, Grantors, hereby warrant and convey to MICHAEL ALAN LEHMAN and SANDRA KAY LEHMAN (formerly known as Sandra Kay Peterson), husband and wife, as joint tenants with full rights of survivorship, Grantees, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the following described property located in Carbon County, State of Utah, to-wit:

BEGINNING at a point which lies 900 feet East and 1129.35 feet South, more or less, of the Northwest corner of the Southeast Quarter of Section 31, Township 13 South, Range 10 East, Salt Lake Base and Meridian, and running thence South 190.65 feet; thence West 171.0 feet; thence North 190.65 feet; thence East 171.0 feet to the described point of beginning. Contains 32,601.15 square feet.

Along with a perpetual and nonexclusive easement to the used for purposes of ingress and egress and utility purposes by means of a 24 foot wide road 12 feet each side of the following described centerline, BEGINNING at a point on the Southern right-of-way of a County road (road also known as Haycock Lane) said point lies North 89°50'07" East 721.40 feet from the Northwest corner of the Southeast Quarter of said Section 31; thence South 02°49'24" East 563.12 feet to a point on a 37 foot radius curve to the left (chord bears South 46°24'42" East 51.02 feet); thence South 90°00'00" East 79.55 feet to a point on a 37 foot radius curve to the right (chord bears South 45°39'37" East 51.72 feet); thence South 01°19'14" East 511.64 feet to the point of terminus.

TOGETHER with all improvements thereon and appurtenances thereto belonging.

This Deed is given to correct the names of grantors from Earl and Glenda Hansen to Earl N. Hansen and Glenda L. Hansen, Trustees of The Earl and Glenda Hansen Family Trust, Dated June 7, 1992; and the name of grantee Sandra Kay Peterson to Sandra Kay Lehman on Warranty Deed signed February 24, 1997.

The undersigned hereby acknowledges and affirms to the below named notary public that (1) they appeared before such notary public and by proper authority, either executed the foregoing document before such notary public or acknowledged to such notary public that the undersigned executed the foregoing document, and that (2) they executed the document in the capacity and for the purposes stated in it.

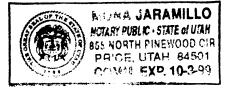
PAGE 1 of 2 Corrected Warranty Deed Dated May ____, 1998 WITNESS the hand of said Grantors this 22nd day of May, 1998.

Earl N. Hansen as Trustee of The
Earl and Glenda Hansen Family Trust

Glenda L. Hansen as Trustee of The Earl and Glenda Hansen Family Trust

STATE OF UTAH))ss.
COUNTY OF CARBON)

The foregoing Corrected Warranty Deed was acknowledged before me this 22 day of May, 1998, by Earl N. Hansen and Glenda L. Hansen, trustees of the Earl and Glenda Hansen Family Trust, Dated June 7, 1992.



NOTARY PUBLIC
Residing at: TRICE, CARBON, () T

My Commission Expires:

E 093436 B 509 P 246
Date 28-AUG-2002 10:06am
Fee: 10.00 Check
SHARON MURDOCK, Recorder
Filed By SM
For SOUTH EASTERN UTAH TITLE CO
CARBON COUNTY CORPORATION

RIGHT OF WAY AND EASEMENT

We, EARL N. HANSEN and GLENDA L HANSEN hereinafter referred to as Grantor of for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey and grant unto:

MICHAEL ALAN LEHMAN and SANDRA KAY LEHMAN, husband and wife, as joint tenants

hereinafter referred to as Grantee, their successors and assigns a Right of Way and Easement for ingress and egress over the following described property located in Carbon County, State of Utah

A perpetual and nonexclusive easement to be used for purposes of ingress and egress and utility purposes by means of a 24 foot wide road 12 feet on each side of the following described centerline: Beginning at a point on the Southern right of way of a County Road (road also known as Haycock Lane) said point lies North 89 deg. 50' 07" East 721.40 feet from the Northwest corner of the Southeast Quarter of said Section 31; thence South 02 deg. 49' 24" East 563.12 feet to a point on a 37 foot radius curve to the left (chord bears South 46 deg. 24' 42" East 51.02 feet); thence South 90 deg. 00' 00" East 79.55 feet to a point on a 37 foot radius curve to the right (chord bears South 45 deg. 39' 37" East 51.72 feet); thence South 01 deg. 19' 14" East 511.64 feet; thence Southerly 54 feet more or less, to the North boundary of the Grantees (Michael and Sandra Lehman) property.

Located within Section 31, Tl3S, Rl0E, SLBM

This Easement shall run with the Grantees land and the title thereto, and be binding upon the Granters and Grantees and their heirs and any persons who shall hereafter acquire title to said properties.

(Said Easement is being conveyed to add an additional call to the original easement, (to go to the North boundary line of Grantees property), in the Corrected Warranty Deed recorded May 22, 1998 in Book 409 at page 362)

Witness the hand of said grantors, this 28 day of August 2002.

Earl N. Hansen

Glenda L. Hansen

On the 24 day of August 2002 personally appeared before me Earl N. Hansen and Glenda L. Hansen

the signers of the within instrument who duly acknowledged to me that they executed the same.

CATHY A. ROBB

NOTARY FUBLIC - STATE OF UTAH

250 EAST 900 NORTH
PRICE. UTAH 84501
COMM. EXP. 2-13-2004

Costy A Robb-Notary Public

EXHIBIT B TO PURCHASE AND SALE AGREEMENT

WHEN RECORDED, RETURN TO:

Michael Alan Lehman 1353 West Haycock Lane Spring Glen, UT 84526 OOO59138 Bk00385 Pg00706-00708

ANN B. O'BRIEN-COUNTY OF CARBON 1997 MAR 17 10:20 AM FEE \$15.00 BY REDUEST: THOR B ROUNDY

PLEASE MAIL TAX NOTICE TO GRANTEE AT ITS ADDRESS LISTED BELOW

WARRANTY DEED

Earl and Glenda Hansen, Grantors, of Carbon County, Utah, hereby conveys and warrants to Michael Alan Lehman and Sandra Kay Peterson, Grantees, of 1353 West Haycock Lane, Spring Glen, Utah, 84526 in Carbon County, Utah, for the sum of \$10.00 and other good and valuable consideration, the following described tract of land in Carbon County, Utah:

See Exhibit 1 attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the hand of said Grantor, this 24^{TH} day of FEBRUARY, 1997.

GRANTORS:

Earl Hansen

Glenda Hansen

B-1

267258_1

STATE OF UTAH

)
: ss.

COUNTY OF CARBON

The foregoing instrument was acknowledged before me this 24714 day of FEBRUARY

Grantors.

The foregoing instrument was acknowledged before me and Glenda Hansen, the Grantors.

MELBA J NIELSEN

NOTARY PUBLIC

TOSOUTH MAN

HELPER UT 84528

COMM. EXP. 4-16-99

My Commission Expires:

H-16-99

249369_1

EXHIBIT 1 TO WARRANTY DEED

Legal Description

Dec 2-510-1

Beginning at a point which lies 900 feet East and 1129.35 feet South, more or less, of the Northwest corner of the Southeast Quarter of Section 31, Township 13 South, Range 10 East, Salt Lake Base and Meridian, and running thence South 190.65 feet; thence West 171.0 feet; thence North 190.65 feet; thence East 171.0 feet to the described point of beginning.

Contains 32,601.15 square feet.

Along with a perpetual and nonexclusive easement to be used for purposes of ingress and egress and utility purposes by means of a 24 foot wide road 12 feet each side of the following described centerline, beginning at a point on the Southern right-of-way of a County road (road also known as Haycock Lane) said point lies North 89'50'07" East 721.40 feet from the Northwest corner of the Southeast Quarter of Section 31, Township 13, South, Range 10 East of the Salt Lake Base and Meridian; thence South 02'49'24" East 563.12 feet to a point on a 37 foot Radius curve to the left (chord bears South 46'24'42" East 51.02 feet); thence South 90'00'00" East 79.55 feet to a point on a 37 foot radius curve to the right (chord bears South 45'39'37" East 51.72 feet); thence South 01'19'14" East 511.64 feet to the point of terminus.

SEND TAX NOTICE TO:

Michael Alan Lehman P.O. Box 108 Helper, UT 84526 OOO66348 Bk00409 Pg00362-00363

ANN B. O'BRIEN-COUNTY OF CARBON 1998 MAY 22 12:10 PM FEE \$13.00 BY REQUEST: MICHAEL ALAN LEHMAN

CORRECTED WARRANTY DEED

EARL N. HANSEN and GLENDA L. HANSEN, Trustees of THE EARL AND GLENDA HANSEN FAMILY TRUST, Dated June 7, 1992, Grantors, hereby warrant and convey to MICHAEL ALAN LEHMAN and SANDRA KAY LEHMAN (formerly known as Sandra Kay Peterson), husband and wife, as joint tenants with full rights of survivorship, Grantees, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the following described property located in Carbon County, State of Utah, to-wit:

BEGINNING at a point which lies 900 feet East and 1129.35 feet South, more or less, of the Northwest corner of the Southeast Quarter of Section 31, Township 13 South, Range 10 East, Salt Lake Base and Meridian, and running thence South 190.65 feet; thence West 171.0 feet; thence North 190.65 feet; thence East 171.0 feet to the described point of beginning. Contains 32,601.15 square feet.

Along with a perpetual and nonexclusive easement to the used for purposes of ingress and egress and utility purposes by means of a 24 foot wide road 12 feet each side of the following described centerline, BEGINNING at a point on the Southern right-of-way of a County road (road also known as Haycock Lane) said point lies North 89°50'07" East 721.40 feet from the Northwest corner of the Southeast Quarter of said Section 31; thence South 02°49'24" East 563.12 feet to a point on a 37 foot radius curve to the left (chord bears South 46°24'42" East 51.02 feet); thence South 90°00'00" East 79.55 feet to a point on a 37 foot radius curve to the right (chord bears South 45°39'37" East 51.72 feet); thence South 01°19'14" East 511.64 feet to the point of terminus.

TOGETHER with all improvements thereon and appurtenances thereto belonging.

This Deed is given to correct the names of grantors from Earl and Glenda Hansen to Earl N. Hansen and Glenda L. Hansen, Trustees of The Earl and Glenda Hansen Family Trust, Dated June 7, 1992; and the name of grantee Sandra Kay Peterson to Sandra Kay Lehman on Warranty Deed signed February 24, 1997.

The undersigned hereby acknowledges and affirms to the below named notary public that (1) they appeared before such notary public and by proper authority, either executed the foregoing document before such notary public or acknowledged to such notary public that the undersigned executed the foregoing document, and that (2) they executed the document in the capacity and for the purposes stated in it.

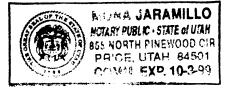
PAGE 1 of 2 Corrected Warranty Deed Dated May ____, 1998 WITNESS the hand of said Grantors this 22nd day of May, 1998.

Earl N. Hansen as Trustee of The
Earl and Glenda Hansen Family Trust

Glenda L. Hansen as Trustee of The Earl and Glenda Hansen Family Trust

STATE OF UTAH))ss.
COUNTY OF CARBON)

The foregoing Corrected Warranty Deed was acknowledged before me this 22 day of May, 1998, by Earl N. Hansen and Glenda L. Hansen, trustees of the Earl and Glenda Hansen Family Trust, Dated June 7, 1992.



NOTARY PUBLIC
Residing at: TRICE, CARBON, () T

My Commission Expires:

by	Den R	ook Page	Ref.:	
Mail tax notice		Address	Net	
			00076550 Bkg	0442 Pg00761-0076
	QUIT-	CLAIM DEED	SHARON MURDOCK - COUN 1999 SEP 17 12:33 PM REDUEST: EARL N & GLE	TY OF CARBON FEE \$10.00 BY NDA L HANSEN
Hansen Earl N. & Gler full rights of suvivorshi	nda L. husband & w p	rife, as joint tenants and no	ot as tenants in commo	n, with
of 1337 W. 3500 N.	Helper,	County of Carbon	gra State of Utah,	intors nereby
QUIT-CLAIM to				
Hansen Earl N. & Glen full rights of suvivorship	da L. husband & w	ife, as joint tenants and no	ot as tenants in commo	ı, with
of 1337 W. 3500 N.	Helper,	County of Carbon		
TEN AND NO/100	***************************************	(\$10.00)	DOLI	LARS,
he following describe	d tract of land in	Carbon County,	State of	Utah:
		along said line South 89°4	17'19" West 341.73 fe	*00** ≈t;```
last 857.76 feet to the 4		along said line South 89°4 to the point of beginning.	47'19" West 341.73 fe	≭;```
last 857.76 feet to the 4 nence North 01°17'56"	West 1338.04 feet to of said grantor,	along said line South 89°4 to the point of beginning.	47'19" West 341.73 fe	≭;```
last 857.76 feet to the 4 nence North 01°17'56" Containing 9.86 acres	West 1338.04 feet to of said grantor, A.I.	along said line South 89°4 to the point of beginning.	47'19" West 341.73 fe	≭;```
last 857.76 feet to the 4 nence North 01°17'56" Containing 9.86 acres	West 1338.04 feet to of said grantor, A.I.	along said line South 89°4 to the point of beginning.	day Hansen	≭;```
last 857.76 feet to the 4 nence North 01°17'56" Containing 9.86 acres	West 1338.04 feet to of said grantor, A.l. of	along said line South 89°4 to the point of beginning.	47'19" West 341.73 fe	≭;```
ast 857.76 feet to the 4 nence North 01°17'56" Containing 9.86 acres VITNESS, the hand igned in the presence	West 1338.04 feet to of said grantor, A.I.	along said line South 89°4 to the point of beginning.	47'19" West 341.73 fe	≭;```
tate of Utah, On the On the	of said grantor, A. of day of fore me	along said line South 89°4 to the point of beginning.	day Hansen A.D. 199.9	≭;```

MONA JARAMILLO
NOTARY PUBLIC - STATE OF UTAH
855 NORTH PINEWOOD CIR
PRICE, UTAH 84501
CORMA EXP. 10-3-93

م عافظت ا

Ĺ

Recorded at the Request of: South Eastern Utah Title Co. Mail Tax Notice To: H. Wayne Ludington 1311 Haycock Lane

Helpir

Date 29-001-2002 12:59pm Fee: 10.00 Check SHARON MURDOCK, Recorder Filed By KR For SOUTH EASTERN UTAH TITLE CO CARBON COUNTY CORPORATION

CORRECTIVE QUITCLAIM DEED

EARL N. HANSEN and GLENDA L. HANSEN, Co-Trustees of THE EARL AND GLENDA HANSEN FAMILY TRUST, dated June 7, 1992

Grantor(s) of Helper, County of Carbon, State of Utah, hereby quitclaim(s) to:

H. WAYNE LUDINGTON and LEIGH ANNE LUDINGTON, husband and wife, as joint tenants

County of Carbon, State of Utah, Grantee(s) for the sum of ten dollars and other good and valuable consideration, the following described tract of land in Carbon County, State of Utah, to-wit:

BEGINNING at a point South 89 deg. 05' 18" East along the center Section 899.55 feet and South 8.0 feet from the Northwest corner of the Southeast Quarter of Section 31, Township 13 South, Range 10 East, SLBM; thence South 01 deg. 01' 12" East 427.50 feet; thence North 05 deg. 33' 11" West 428.91 feet; thence North 89 deg. 05' 18 East 33.90 feet to the point of beginning.

Tax Serial No. 2-507

*Being recorded to correct the legal description in the Corrected Quit Claim Deed, recorded April 18, 2000 in Book 453 at page 264.

Witness the hand of said grantors, this 27 day of October 2002.

CATHY A. ROBB NOTARY PUBLIC • STATE OF UTAH 250 EAST 900 NORTH PRICE, UTAH 84501 COMM. EXP. 2-13-2004

Earl N. Hansen, Trustee

Menda Hansen Trustee

Glenda L. Hansen, Trustee

STATE OF UTAH

} SS.

COUNTY OF CARBON

On the Roll day of October, 2002 personally appeared before me Earl N. Hansen and Glenda L. Hansen, Co-Trustees of THE EARL AND GLENDA HANSEN FAMILY TRUST, dated June 7, 1992 the signers of the within instrument who duly acknowledged to me that they executed the same.

othy A. Robb

Recorded at the Request of: South Eastern Utah Title Co. 73870 C
Mail Tax Notice To: Earl N. and Glenda Hansen

1337W.3500 N. Helpir E 094715 B 515 P 497
Date 29-OCT-2002 12:59pm
Fee: 10.00 Check
SHARON MURDOCK, Recorder
Filed By KR
For SOUTH EASTERN UTAH TITLE CO
CARBON COUNTY CORPORATION

CORRECTIVE QUITCLAIM DEED

H. WAYNE LUDINGTON and LEIGH ANNE LUDINGTON

Grantor(s) of Helper, County of Carbon, State of Utah, hereby quitclaim(s) to:

EARL N. HANSEN and GLENDA L. HANSEN, Co-Trustees of THE EARL AND GLENDA HANSEN FAMILY TRUST, dated June 7, 1992

County of Carbon, State of Utah, Grantee(s) for the sum of ten dollars and other good and valuable consideration, the following described tract of land in Carbon County, State of Utah, to-wit:

BEGINNING at a point South 89 deg. 18' 58" West along the South line of the Northwest Quarter of the Southeast Quarter 420 feet from the Southeast corner of the Northwest Quarter of the Southeast Quarter of Section 31, Township 13 South, Range 10 East, SLBM; thence North 01 deg. 41' 45" West 858.46 feet; thence North 88 deg. 46' 46" East 13.21 feet to the existing fence line; thence along said fence line South 01 deg. 13' 14" East 858.49 feet; thence South 89 deg. 18' 58" West 6.09 feet to the point of beginning.

Tax Serial No. 2-510-1

*Being recorded to correct the legal description in the Corrected Quit Claim Deed, recorded April 4, 2000 in Book 452 at page 613.

Witness the hand of said grantors, this 25 day of October 2002.

H. Wayne Ludington

Leigh Anne Ludington

1 (do Baleri)

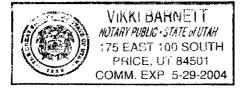
STATE OF UTAH

) SS.

COUNTY OF CARBON

On the day of October, 2002 personally appeared before me H. Wayne Ludington and Leigh Anne Ludington the signers of the within instrument who duly acknowledged to me that they executed the same.

Notary Public



by	Den R	ook Page	Ref.:	
Mail tax notice		Address	Net	
			00076550 Bkg	0442 Pg00761-0076
	QUIT-	CLAIM DEED	SHARON MURDOCK - COUN 1999 SEP 17 12:33 PM REDUEST: EARL N & GLE	TY OF CARBON FEE \$10.00 BY NDA L HANSEN
Hansen Earl N. & Gler full rights of suvivorshi	nda L. husband & w p	rife, as joint tenants and no	ot as tenants in commo	n, with
of 1337 W. 3500 N.	Helper,	County of Carbon	gra State of Utah,	intors nereby
QUIT-CLAIM to				
Hansen Earl N. & Glen full rights of suvivorship	da L. husband & w	ife, as joint tenants and no	ot as tenants in commo	ı, with
of 1337 W. 3500 N.	Helper,	County of Carbon		
TEN AND NO/100	***************************************	(\$10.00)	DOLI	LARS,
he following describe	d tract of land in	Carbon County,	State of	Utah:
		along said line South 89°4	17'19" West 341.73 fe	*00** ≈t;```
last 857.76 feet to the 4		along said line South 89°4 to the point of beginning.	47'19" West 341.73 fe	≭;```
last 857.76 feet to the 4 nence North 01°17'56"	West 1338.04 feet to of said grantor,	along said line South 89°4 to the point of beginning.	47'19" West 341.73 fe	≭;```
last 857.76 feet to the 4 nence North 01°17'56" Containing 9.86 acres	West 1338.04 feet to of said grantor, A.I.	along said line South 89°4 to the point of beginning.	47'19" West 341.73 fe	≭;```
last 857.76 feet to the 4 nence North 01°17'56" Containing 9.86 acres	West 1338.04 feet to of said grantor, A.I.	along said line South 89°4 to the point of beginning.	day Hansen	≭;```
last 857.76 feet to the 4 nence North 01°17'56" Containing 9.86 acres	West 1338.04 feet to of said grantor, A.l. of	along said line South 89°4 to the point of beginning.	47'19" West 341.73 fe	≭;```
ast 857.76 feet to the 4 nence North 01°17'56" Containing 9.86 acres VITNESS, the hand igned in the presence	West 1338.04 feet to of said grantor, A.I.	along said line South 89°4 to the point of beginning.	47'19" West 341.73 fe	≭;```
tate of Utah, On the On the	of said grantor, A. of day of fore me	along said line South 89°4 to the point of beginning.	day Hansen A.D. 199.9	≭;```

MONA JARAMILLO
NOTARY PUBLIC - STATE OF UTAH
855 NORTH PINEWOOD CIR
PRICE, UTAH 84501
CORMA EXP. 10-3-93

م عافظت ا

Ĺ

Indexed . Abstracted . 10.00

Rodg. Fee_

STATE OF UTAH 622 COUNTY OF CARBON ; SS FILED AND RECORDED FOR

Earl N. Hansen

JAN 30 10 32 AM '95 BOOK 353 OF RECORDS PACE 622

ANN B. O'BRIEN COUNTY RECORDER

QUIT CLAIM DEED

EARL N. HANSEN, GRANTOR, of Rt. 1, Box 101 B, Helper, Utah 84526 hereby quitclaims to EARL N. HANSEN and GLENDA L. HANSEN, · TRUSTEES OF THE EARL AND GLENDA HANSEN FAMILY TRUST DATED JUNE 7, 1992, GRANTEE, of Rt. 1, Box 101 B, Helper, Utah 84526, for the TEN (\$10.00)--DOLLARS and other valuable consideration, the following described land in Carbon County, State of Utah:

BEGINNING at a point 8 feet South and 560 feet East of the Northwest corner of the Southeast Quarter of Section 31, Township 13 South, Range 10 East, Salt Lake Base and Meridian, and running thence East 340 feet; thence South 1312 feet; thence West 341 feet; thence Northerly 1312 feet, more or less, to the point of beginning.

TOGETHER with all improvements thereon and appurtenances thereto belonging.

said Grantor this 30 day of January, WITNESS hands of the 1995.

STATE OF UTAH

: 10 1

COUNTY OF CARBON

When Recorded Mail To:

Michael R. Jensen

Attorney at Law 90 West 100 North

Price, Utah 84501

On the 30th day of January, 1995, personally appeared Hansen, the signer of the foregoing before me, Earl N. instrument, who duly acknowledged to me that he executed the same.

Notary

Residing at (

My Commission Expires 6-23-9

NOTARY PUBLIC

Comm. Exp. 6-23-95 OLENE JOLENE WILSON 745 N. 600 E. Prica, UT 84501 TATE OF UTAH

OOO76772 Bk00443 Pg00538-00538

SHARON MURDOCK - COUNTY OF CARBON 1999 SEP 30 12:35 PM FEE \$10,00 BY REQUEST: TERRY J & LESLIE L HANSEN

WARRANTY DEED

EARL N. HANSEN and GLENDA L. HANSEN, Co-Trustees of THE EARL AND GLENDA HANSEN FAMILY TRUST, Dated June 7, 1992, Grantors, hereby warrant and convey to TERRY J. HANSEN AND LESLIE L. HANSEN, husband and wife, as joint tenants and not as tenants in common, with full rights of survivorship, Grantees for the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, the following described property located in Carbon County, State of Utah:

2-510-4

BEGINNING at a point North 89°05'18" East along the Center Section line 715.67 feet and South 8.0 feet from the Northwest corner of the Southeast Quarter of Section 31, Township 13 South, Range 10 East of the Salt Lake Base & Meridian said point being on the Southerly right-of-way line of Haycock Lane; thence along said line North 89°05'18" East 150.0 feet; thence South 05°33'11" East 129.43 feet; thence South 89°05'18" West 160.48 feet; thence North 00°54'42" West 120.0 feet to the point of beginning.

Subject to a 20-foot Easement along the Westerly line.

Containing 20,169.00 sq. ft.

WITNESS the hand of said Grantors this 29th day of September, 1999.

Earl N. Hansen, Co-Trustee

The Earl and Glenda Hansen Family Trust

Dated June 7, 1992

Glenda L. Hansen, Co-Trustee

The Earl and Glenda Hansen Family Trust

Dated June 7, 1992

STATE OF UTAH

:ss.

COUNTY OF CARBON)

On the 29th day of September, 1999, personally appeared before me Earl N. Hansen and Glenda L. Hansen, Co-Trustees of the Earl and Glenda Hansen Family Trust dated June 7, 1992, the signers as Grantors of the foregoing instrument, who duly acknowledged to me that they executed the same.



NOTARY PUBLIC
Residing at: Dryng Men Wah