

9403645

WHEN RECORDED, MAIL TO:

Beneficiary  
\_\_\_\_\_

9403645  
06/14/2005 01:49 PM \$14.00  
Book - 9144 Pg - 6276-6278  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
BRENT PETERSON  
2525 W 1050 N  
HURRICANE UT 84737  
BY: SAM, DEPUTY - WI 3 P.

**TRUST DEED**

THIS TRUST DEED is made this 14<sup>th</sup> day of June, 2005, between

RAYMOND K. FELSTED Trustor,  
Whose address is 1048 Euclid Ave, Salt Lake City, Utah  
and TERRA TITLE COMPANY as Trustee, and

B & L PETERSON FAMILY TRUST DATED NOVEMBER 1998 as Beneficiary.

WITNESSETH: That Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property situated in WASHINGTON County, State of Utah:

SEE EXHIBIT "A" ATTACHED HERETO

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto now or hereafter used or enjoyed with said property, or any part thereof;

FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by a Promissory Note of even date herewith, in the principal sum of \$60,000<sup>00</sup>, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and payment of any sums expended or advanced by Beneficiary to protect the security hereof.

Trustor agrees to pay all taxes and assessments on the above property, to pay all charges and assessments on water or water stock used on or with said property, not to commit waste, to maintain adequate fire insurance on improvements on said property, to pay all costs and expenses of collection (including Trustee's and attorney's fees in event of default in payment of the indebtedness secured hereby and to pay reasonable Trustee's fees for any of the services performed by Trustee hereunder, including a reconveyance hereof.

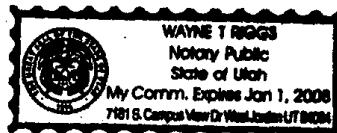
*Raymond K. Felsted*  
RAYMOND K. FELSTED

STATE OF Utah  
Ss:  
COUNTY OF Salt Lake

On the 14<sup>th</sup> day of ~~APRIL~~ June, 2005, personally appeared before me RAYMOND K. FELSTED, the signer of the above instrument, who duly acknowledged to me that he executed the same.

*[Signature]*  
NOTARY PUBLIC  
Residing In: SL, UT

My Commission Expires: 01-01-08



BEGINNING AT A POINT 1.5 RODS SOUTH FROM THE NORTHEAST CORNER OF LOT  
1, BLOCK 120, PLAT "A" SALT LAKE SURVEY, AND RUNNING THENCE SOUTH 3.5  
RODS, THENCE WEST 8 RODS; THENCE NORTH 3.5 RODS; THENCE EAST 8 RODS TO  
THE POINT OF BEGINNING.

LESS 1.5 FEET ON THE SOUTH END OF PROPERTY.

**TRUST DEED NOTE**

**DO NOT DESTROY THIS NOTE:** When paid, this Note, with Trust Deed securing same, must be surrendered to Trustee for cancellation, before reconveyance will be made.

\$ 60,000.00

June 14, 2005

FOR VALUE RECEIVED, the undersigned jointly and severally, promise to pay to the order of

B & L PETERSON FAMILY TRUST DATED NOV. 1998

the sum of Sixty Thousand Dollars 00/100 (\$60,000.00)

The total principal and interest, at the rate of 0.0% per annum to be paid as follows:

THE TOTAL AMOUNT DUE SHALL BE DUE AND PAYABLE ON OR BEFORE THE 26<sup>TH</sup> DAY OF APRIL, 2007.

ANY PAYMENT NOT MADE WITHIN 15 DAYS AFTER IT IS DUE IS SUBJECT TO A LATE CHARGE OF

IT IS AGREED AND UNDERSTOOD THAT THIS TRUST DEED NOTE CAN BE PAID IN FULL AT ANY TIME WITH NO PRE-PAYMENT PENALTY.

SAID NOTE SHALL BE SECURED WITH THE PROPERTY LOCATED AT:

437-439 North 300 West, Salt Lake City, Utah

This Trust Deed Note and Deed of Trust securing the same is NON-ASSUMABLE. It is agreed to and understood that should the Trustor convey their interest in and to the land given as security the entire balance of this Note, plus accrued interest shall become due and payable in full at the option of the Beneficiaries.

If default occurs in the payment of said installments of principal and interest or any part thereof, or in the performance of any agreement contained in the Trust Deed securing this Note, the Holder hereof, at its option and without notice or demand, may declare the entire principal balance and accrued interest due and payable.

If this Note is collected by an attorney after default in the payment of principal or interest, either with or without suit, the undersigned, jointly and severally, agree to pay all costs and expenses of collection including a reasonable attorney's fee.

The Makers, sureties, guarantors and endorsers hereof severally waive presentment for payment, demand and notice of dishonor and nonpayment of this Note, and consent to any and all extensions of time, renewals, waivers or modifications that may be granted by the Holder hereof with respect to the payment or other provisions of this Note, and to the release of any security, or any part thereof, with or without substitution.

This Note is secured by a Trust Deed of even date herewith.

Raymond K. Felsted  
RAYMOND K. FELSTED