

Backman Title Services

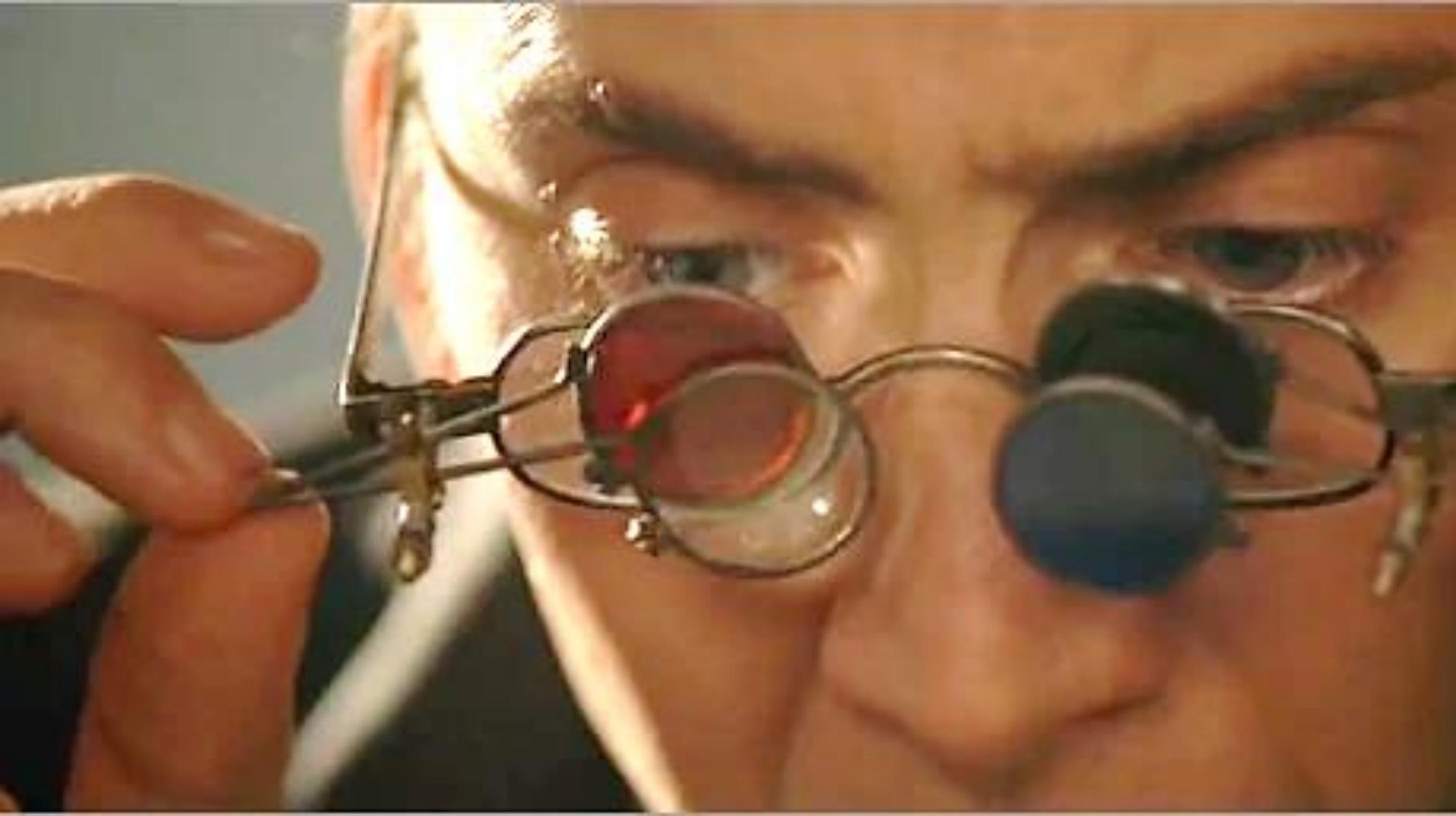
www.backmantitle.com

Encumbering Real Property (CORE)

Real Estate Class #RC240613

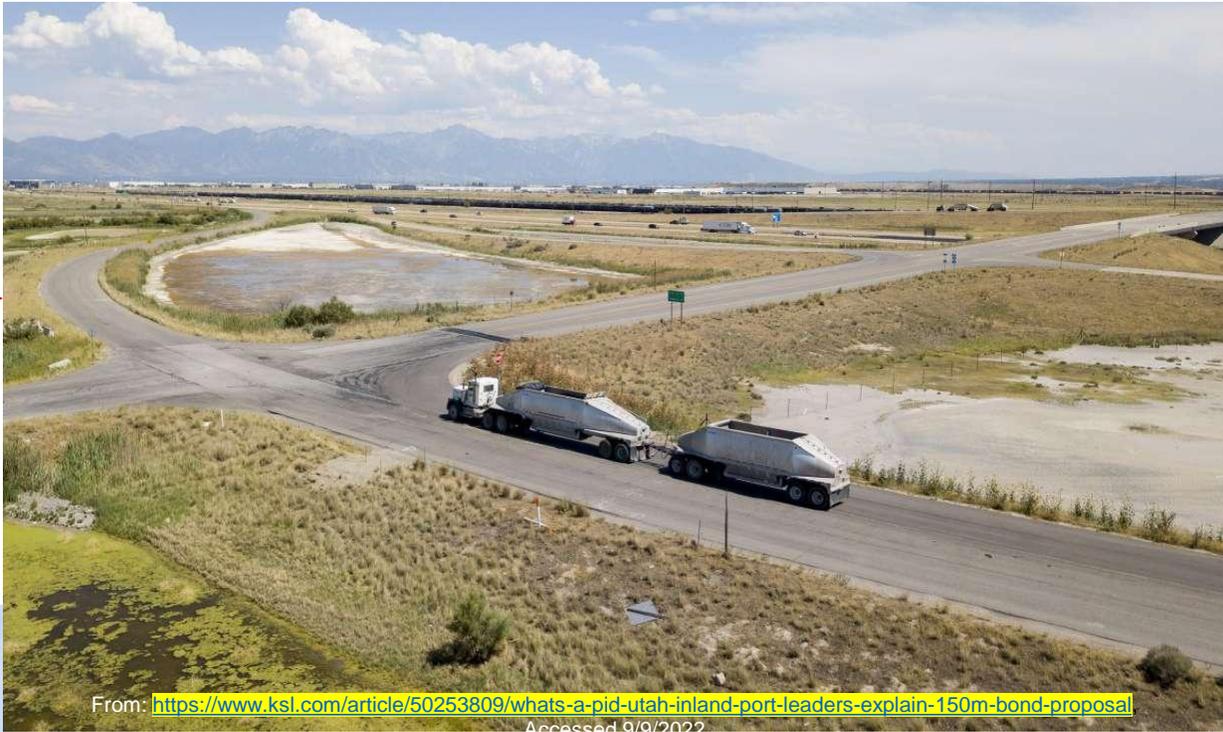
Tucker Hodgson-

Continuing Education Instructor #6728570-CEI0





Public Infrastructure Districts



From: <https://www.ksl.com/article/50253809/whats-a-pid-utah-inland-port-leaders-explain-150m-bond-proposal>
Accessed 9/9/2022



From <http://www.ndsd.org/> Accessed 9/9/2022



Tax Districts

Seller Disclosure or Buyer Diligence?





SELLER'S PROPERTY CONDITION DISCLOSURE

This is a legally binding document. If not understood, consult an attorney.

SELLER'S AGENT – COMPLETE THIS SECTION ONLY!

SELLER NAME: _____ ("Seller")
PROPERTY ADDRESS: _____ ("Property")
SELLER'S BROKERAGE: _____ ("Seller's Brokerage")

NOTICE

Buyer and Seller are advised that the Seller's Brokerage and its agents are trained in the marketing of real estate. Neither the Seller's Brokerage nor its agents are trained or licensed to provide Buyer or Seller with professional advice regarding the physical condition of any property or regarding legal or tax matters. The Seller's Brokerage and its agents strongly recommend that in connection with any offer to acquire the Property, Buyer retain the professional services of legal and/or tax advisors, property inspectors, surveyors, and other professionals to satisfy Buyer as to any and all aspects of the physical and legal condition of the Property.

If the Buyer's agent/brokerage are providing this document to an unrepresented Seller, the Seller acknowledges and agrees that the Buyer's agent/brokerage represent solely the interests of the Buyer. The Seller acknowledges that the Buyer's agent/brokerage have advised the Seller that the Seller is entitled to be represented by a real estate agent that will represent the Seller exclusively. The Seller has however, elected not to be represented by a real estate agent in this transaction. The Seller further acknowledges and agrees that all actions of the Buyer's agent/brokerage, even those that assist the Seller in performing or completing any of the Seller's contractual or legal obligations, are intended for the benefit of the Buyer exclusively.

INSTRUCTIONS TO SELLER

SELLER IS OBLIGATED UNDER LAW AND UNDER REPC SECTION 7(a), REGARDLESS OF OCCUPANCY, TO DISCLOSE TO BUYERS DEFECTS IN THE PROPERTY AND FACTS KNOWN TO SELLER THAT MATERIALLY AND ADVERSELY AFFECT THE USE AND VALUE OF THE PROPERTY THAT CANNOT BE DISCOVERED BY A REASONABLE INSPECTION BY AN ORDINARY PRUDENT BUYER. This disclosure form is designed to assist Seller in complying with these disclosure requirements.

Please thoroughly disclose your actual knowledge regarding the condition of the Property. The Seller's Brokerage, other real estate agents, and buyers will rely on this disclosure form.

- Complete the remainder of this form.
- Please be specific when describing any past or present problems, malfunctions or defects (location, nature of problem, etc.).
- Use an additional addendum if necessary.
- If a question does not apply to your Property, CHECK THE "N/A" BOX NEXT TO THE QUESTION.

Page 1 of 16 Seller's Initials _____ Date _____ Buyer's Initials _____ Date _____





BUYER DUE DILIGENCE CHECKLIST

This is a legally binding document. If not understood, consult an attorney.

THIS BUYER DUE DILIGENCE CHECKLIST is provided by _____ (the "Company"), including _____ (the "Agent") to _____ (the "Buyer") in connection with the purchase of any property.

NOTICE FROM COMPANY

Buyer is advised that the Company and its agents are trained in the marketing of real estate. Neither the Company nor its agents are trained or licensed to provide Buyer with professional advice regarding the physical condition of any property or regarding legal or tax matters. The Company and its agents strongly recommend that in connection with any offer to acquire any property, Buyer retain the professional services of legal and/or tax advisors, property inspectors, surveyors, and other professionals to satisfy Buyer as to any and all aspects of the physical and legal condition of a property. BUYER IS ADVISED NOT TO RELY ON THE COMPANY, OR ON ANY AGENTS OF THE COMPANY, FOR A DETERMINATION REGARDING THE PHYSICAL OR LEGAL CONDITION OF A PROPERTY. The following is a general listing of issues that Buyer should consider in evaluating any property. This is not intended to be a comprehensive list of all issues that may be relevant in Buyer's evaluation of a specific property. This document is, however, intended to direct Buyer's attention to a number of issues that are commonly considered important in the evaluation of any property.

- BUILDING CODE/ZONING COMPLIANCE:** Buyer is advised to consult with local zoning officials to assure that Buyer's intended use of a property (including, but not limited to, rental and business uses, construction of new improvements and/or the remodel of existing improvements) will comply with local zoning requirements and with any recorded restrictive covenants and conditions. Buyer should determine whether a certificate of occupancy has been issued for a property and if such certificate is available for inspection. Buyer is also advised to make inquiry at the local building department to determine if building permits and final inspections were obtained for any remodel work at a property, if applicable. Buyer acknowledges that the Company should not be relied upon for any determination as to any past, present or future building code or zoning restrictions or violations, or as to the suitability of a property for Buyer's intended use.
- RENTAL OF PROPERTY:** If Buyer intends to use a property as a rental, Buyer is advised to consult with local zoning officials and to review any applicable restrictive covenants to determine that rental of a property is a legal use, and does not violate any restrictive covenants. Buyer is also advised to consult with local governmental authorities to determine whether a business or other license is required in order to use a property as a rental. Buyer acknowledges that the Company should not be relied upon for any determination as to whether rental of a property is a legal or permitted use.
- HAZARDOUS WASTE AND TOXIC SUBSTANCES:** Buyer is advised to consult with appropriate professionals regarding the possible existence of hazardous wastes and toxic substances on a property, including, but not limited to, asbestos, radon gas, lead and lead-based paint, and contamination of a property from the use, storing or manufacturing of any illegal substances including, methamphetamines. Buyer is advised that a variety of federal laws can place strict liability on property owners for hazardous waste management and cleanup of hazardous substances. Buyer is advised of Buyer's obligation to make appropriate inquiries ("due diligence") into past uses of a property to ascertain the possible existence of hazardous wastes or toxic substances. Buyer acknowledges that the Company should not be relied upon for any determination as to the existence of any hazardous wastes or toxic substances.
- RADON GAS:** The EPA and the Surgeon General have linked exposure to elevated radon levels to an increased risk of developing lung cancer. The Buyer is advised to consult with appropriate professionals to determine if elevated levels of radon gas exist in a property. Additional information regarding radon is available from the state of Utah at radon.utah.gov and the EPA at epa.gov/radon/.
- SURVEYING AND STAKING:** Buyer is advised that without an accurate survey of a property, Buyer cannot be certain as to the boundaries of a property, or that any improvements on a property are not encroaching upon adjoining parcels of property, or that improvements located on adjoining parcels of property do not encroach onto a property. Walls and fences may not correspond with legal boundary lines for a property. Buyer acknowledges that the

Page 1 of 3 Buyer's Initials [_____] Date: _____



Identifying The Risk

The title search is the how risk is discovered and evaluated. It can be helpful to think about a title search as a search of two areas.

1. **People** - Seller, buyer, former owners
2. **Property** - Title & document history



WELCOME TO
PERFECTION
ENJOY THE JOURNEY



CLEAR TITLE



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:
Kenneth D. DeGiorgio, President

By:
Lisa W. Cornehl, Secretary

Backman Title Services, Ltd.
7070 South Union Park Avenue, Suite 100
Midvale, UT 84047

By:
Authorized Countersignature

This page is only a part of a 2021 ALTA Commitment for Title Insurance[issued by First American Title Insurance Company]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements;[and] Schedule B, Part II—Exceptions;[and a counter-signature by the Company or its issuing agent that may be in electronic form].

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Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing[and authenticated by a person authorized by the Company].
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

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First American Title™



Backman Title Services

, authorized Agent

Commitment for Title Insurance
Utah - 2021 v. 01.00 (07-01-2021)

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

Title Commitments

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Title Commitments

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: **Backman Title Services, Ltd.**

Issuing Agent License Number: **4426**

Issuing Office: **Bountiful**

Issuing Office's ALTA® Registry ID: **1071247**

Loan ID Number:

Issuing Office File Number: **6-100445**

Property Address: **787 East 575 South, Layton, UT 84041**

Revision Number: **2**

SCHEDULE A

1. Commitment Date: **3/18/2024 at 7:45 a.m.**
2. Policy to be issued:
 - a. 2021 ALTA® Homeowner Policy
Proposed Insured: **Benjamin Tolman and Robert Rapp**
Proposed Amount of Insurance: **\$ 496,900.00**
 - b. 2021 ALTA® Loan Policy
Proposed Insured: **United Wholesale Mortgage, LLC ISAO, A NMA**
Proposed Amount of Insurance: **\$ 397,520.00**
 - c. 2021 ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance: \$
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**
4. The Title is, at the Commitment Date, vested in:

Jacob Kunz and Lindsey Kunz, husband and wife as joint tenants
5. The Land is described as follows: **SEE ATTACHED LEGAL DESCRIPTION**

Statement of Charges

These charges are due and payable before a Policy can be issued.

Owner's Premium	\$2,465.00
Lender's Premium	\$1,272.00
9 Endorsement	\$25.00
22 Endorsement	\$10.00
8.1 Endorsement	\$25.00

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Title Commitment

- A specified dollar amount as Proposed Amount of Insurance



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: **Backman Title Services, Ltd.**

Issuing Agent License Number: **4426**

Issuing Office: **Bountiful**

Issuing Office's ALTA® Registry ID: **1071247**

Loan ID Number:

Issuing Office File Number: **6-100445**

Property Address: **787 East 575 South, Layton, UT 84041**

Revision Number: **2**

SCHEDULE A

1. Commitment Date: **3/18/2024 at 7:45 a.m.**
2. Policy to be issued:
 - a. 2021 ALTA® Homeowner Policy
Proposed Insured: **Benjamin Tolman and Robert Rapp**
Proposed Amount of Insurance: \$ **496,900.00**
 - b. 2021 ALTA® Loan Policy
Proposed Insured: **United Wholesale Mortgage, LLC ISAOA, ATIMA**
Proposed Amount of Insurance: \$ **397,520.00**
 - c. 2021 ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance: \$
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**
4. The Title is, at the Commitment Date, vested in:

Jacob Kunz and Lindsey Kunz, husband and wife as joint tenants
5. The Land is described as follows: **SEE ATTACHED LEGAL DESCRIPTION**

Statement of Charges

These charges are due and payable before a Policy can be issued.

Owner's Premium	\$2,465.00
Lender's Premium	\$1,272.00
9 Endorsement	\$25.00
22 Endorsement	\$10.00
8.1 Endorsement	\$25.00

This page is only a part of a 2021 ALTA Commitment for Title Insurance[issued by First American Title Insurance Company]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements;[and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form].

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Title Commitment

• Schedule A includes Name/s of Proposed Insured

A listing PR

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: **Backman Title Services, Ltd.** Issuing Agent License Number: **4426**
 Issuing Office: **Bountiful** Issuing Office's ALTA® Registry ID: **1071247**
 Loan ID Number:
 Issuing Office File Number: **5-117812**
 Property Address: **9515 South Hunts End Drive, Sandy, UT 84092**
 Revision Number:

SCHEDULE A

1. Commitment Date: **4/07/2025 at 7:45 a.m.**
2. Policy to be issued:
 - a. 2021 ALTA® Owner's Policy
Proposed Insured: **To Be Determined**
Proposed Amount of Insurance: \$
 - b. 2021 ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance: \$
 - c. 2021 ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance: \$
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**
4. The Title is, at the Commitment Date, vested in:

Camellia S. Bishop, or Her Successor, as Trustee Under Agreement with The Camellia S. Bishop Trust dated the 31st day of December, 1978 and amended and restated the 7th day of March, 2019
5. The Land is described as follows: **SEE ATTACHED LEGAL DESCRIPTION**

Statement of Charges	
These charges are due and payable before a Policy can be issued.	
Owner's Premium	\$
Lender's Premium	\$
9 Endorsement	\$25.00
22 Endorsement	\$10.00
8.1 Endorsement	\$25.00

- Not a title commitment, but is using title commitment format
- Schedule A – No name of Proposed Insured
- No specified dollar amount as Proposed Amount of Insurance
- Policy amounts are not included on Schedule A

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Title Commitment or Listing PR

- Commitments are given in preparation for a title policy
- Commitments are based on a contract
- Commitments name a proposed insured (buyer or lender depending on policy type)
- Other parties to the transaction aren't covered
- Commitments must name a proposed insured or amount of insurance
- Only proposed insured can make a claim (buyer or lender depending on policy type)
- Amendments must be made by authorized person (Authenticated)

The Title commitment - Information specific to your transaction.

SCHEDULE A

This section contains the “Who, What, Where and How Much” details of the transaction. Schedule A sets forth the effective date, the names of the current property owner (seller) and proposed insured (buyer), the legal description of the property, the amount of insurance (sales price), and the name of the lender and loan amount if applicable and available.

Here’s what to look for on Schedule A

1. Effective Date: This is the date when the title commitment is issued, and it is the date from which the information in the commitment is valid.
2. Policy Amount: The amount of title insurance coverage that will be provided by the title policy.
3. Proposed Insured: The name of the party (or parties) who will be covered by the title insurance policy.
4. Estate or Interest Covered: This describes the type of ownership interest being insured, such as fee simple or leasehold.
5. Legal description and purported address of the property.
6. Insured parties: Showing the insured parties, buyers for an owner’s policy or the beneficiary/lender for a lender’s policy.
7. Types of policy to be issued: Specifies the type of policy that will be issued, such as an owner’s policy type and/or a loan policy type.

SCHEDULE B-I

Schedule B-1 of a title commitment typically contains a list of requirements that must be satisfied before the title insurance policy can be issued. These requirements are conditions that the title company imposes to ensure that the title is clear and marketable.

Here are some common elements you might find in Schedule B-1

1. Mortgage Payoffs: The title company may require evidence that existing mortgages on the property will be paid off or released at the time of closing.
2. Lien Releases: Any outstanding liens or encumbrances on the property may need to be released or satisfied before the title insurance is issued.
3. Legal Descriptions/Survey Requirements: The title company may require accurate and complete legal descriptions of the property.
4. Tax Payments: Proof of payment of property taxes may be required to ensure that there are no outstanding tax liens.
5. Homeowner’s Association (HOA) Documents: If the property is part of a homeowner’s association, the title company may require documents related to the association’s rules, fees, and financial status.
6. Entity disclosures and/or Probate Documents: If the property is part of an entity or estate, the title company may require organizing or probate documents to confirm the legal transfer of ownership.
7. Construction & preconstruction requirements: Builder/contractor licensing, establishing priority dates, filing notice filing on the state construction registry, obtaining lien waivers from contractors & suppliers, notice of completion filing, underwriting approval and providing required endorsements.

The Title commitment - Information specific to your transaction.

SCHEDULE B-II

This section notifies the buyer and/or lender of exceptions from coverage. Examples include restrictive covenants, mineral or water rights, or utility easements. These exceptions from coverage will not be insured on the title policy.

Here are examples of some standard exceptions:

1. Taxes or assessments which are not now payable, or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessment on real property or by the public records.
2. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession, or claiming to be in possession, thereof.
3. Easements, liens, encumbrances, or claims of easements, liens or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims, reservations or exceptions in patents or in acts authorizing the issuance thereof, Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes, water rights, or claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any service, installation, connection, maintenance, or construction charges for sewer, water, electricity, or garbage.
8. Any adverse claim based upon the assertion that (a) Some portion of the land forms the bed or bank of a navigable river or lake or lies below the mean high-water mark thereof; (b) The boundary of the land has been affected by a change in the course or water level of a navigable river or lake; (c) The land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands.

SCHEDULE C

Schedule C contains any changes to the property ownership in the last 24 months

This material is for educational purposes only and does not constitute legal advice. We assume no liability for errors or omissions. Backman Title Services LTD’s underwriters are Old Republic National Title Insurance Company, First American Title Insurance Company, and Aliant National Title Company.



ALTA COMMITMENT FOR TITLE INSURANCE

Issued by: Alliant National Title Insurance Company

ALLIANT NATIONAL TITLE INSURANCE COMPANY, INC.

ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.: Issuing Agent: Backman Title Services, Ltd. (77) Issuing Agent License Number: 4426 Issuing Office: Tucker Issuing Office's ALTA® Registry ID: 0123457 Loan ID Number: Issuing Office File Number: 2024-10287 Property Address: 831 Shannon Road, Kaysville, Utah 84037 Revision Number:

- 1. Commitment Date: March 25, 2024 at 7:45 a.m.
2. Policy or Policies to be issued: (a) 2021 ALTA® Homeowner's Policy Proposed Insured: Tucker M Hodgson Proposed Amount of Insurance: \$352,000.00 (b) 2021 ALTA® Expanded Coverage Residential Loan Policy Proposed Insured: McKay Lending Group, LLC Proposed Amount of Insurance: \$202,000.00 (c) 2021 ALTA® Loan Policy Proposed Insured: Proposed Amount of Insurance:
3. The estate or interest in the land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in McKay Boothe and, as disclosed in the Public Records, has been since August 8, 2019.
5. The Land is described as follows: SEE ATTACHED LEGAL DESCRIPTION

STATEMENT OF CHARGES
These charges are due and payable before a Policy can be issued.
Owners Premium (Reissue) \$1,468.00
Lenders Premium \$790.00
(Endorsement Forms 4, 9, 22, and 8.1 included in the Policy Jacket)



ALTA COMMITMENT FOR TITLE INSURANCE

Issued by: Alliant National Title Insurance Company

Order Number: 7-999432

SCHEDULE A - Legal Description

Unit 219, Phase II of Wheesy Meadow Estates Townhomes, an Expandable Condominium Project, as the same is identified in the recorded Survey Map in Utah County, Utah, as Entry No. 99999, and Map Filing No. 9999-999, (as said Record of Survey may have heretofore been amended or supplemented) and in the Declaration of Condominium recorded in Utah County, Utah, as Entry No. 9999, in Book 9999, at Page 999, (as said Declaration may have heretofore been amended or supplemented).

Together with the undivided interest in said Project's Common Areas as established in the Declaration of Condominium and allowing for periodic alteration both in the magnitude of said undivided interest and in the composition of the Common Areas and Facilities to which said interest relates.

Parcel No.: 99-999-9999





Order Number: 7-999432

SCHEDULE B, PART 1 – Requirements

The following are the requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. OBTAIN AND RECORD a Warranty Deed from the vestees herein to the proposed insured.
6. OBTAIN AND RECORD a Trust Deed to secure your loan.
7. Upon compliance with the Company's underwriting requirements Items 1 – 8 on Schedule B-2 will be deleted on an ALTA Expanded Coverage Residential Loan Policy and Homeowner Policy.
8. Verify the existence of a homeowners association, and if one exists, that all dues are current.
9. PAYMENT of any transfer/reinvestment fees that are due.
10. Advise the company of any planned, newly commenced, or unfinished construction. If such exists, do the following:
 - a. Search the State Construction Registry for any filed Preliminary Notices and require any parties who have so filed to sign a "Receipt of Full Payment" through recording of construction documents.
 - b. Collect the filing fee and file with the State Construction Registry a Notice of Construction Loan.
 - c. Issue an SCR Endorsement on the loan policy.
11. UPON searching the records, it was found that there are several matters of record against persons with names similar to that of TUCKER M. HODGSON. A Statement of Identity will be required to complete a judgment, federal tax lien and bankruptcy search. Said Statement must be delivered to the Company prior to closing, and this commitment remains subject to additional requirements, which may be made at such time as said judgment, federal tax lien and bankruptcy search is completed.
12. Delivery to the Company of a copy of the Declaration of Trust, and any amendments thereto, identified as THE TUCKER M. HODGSON TRUST DATED APRIL 18, 2024, wherein JTUCKER M. HODGSON is named as Trustee. The Title Commitment will be subject to such further requirements as appear necessary after such delivery.
13. Regarding "TUCKER M. HODGSON", a limited liability company domiciled in the State of Utah, provide the Company with:
 - A. A copy of its "Articles of Organization" or "Certificate of Organization" or similar organizing document and all amendments thereto;
 - B. A copy of a duly executed "Operating Agreement" and all amendments thereto;
 - C. A copy of its most current "Statement of Authority", State-certified if filed with the State.



Order Number: 7-999432

SCHEDULE B, PART 1 – Requirement - Continued

The following are the requirements must be met:

1. OBTAIN AND RECORD an Easement for ingress and egress along the course of an established driveway, over and across the Northerly portion of property located to the South, known as Parcel 11-043-0219.
2. The Company may assist with but will not insure any transfer, right or title to water rights.
3. OBTAIN A RELEASE OF FEDERAL TAX LIEN EXECUTED BY INTERNAL REVENUE SERVICE:
Notice of Federal Tax Lien Under Internal Revenue Laws: U.S.A. vs.: TUCKER M. HODGSON
Serial No.: 388ZA04895
Amount: \$50,367.40
I.D. No.: XXX-XX-Z3A7
Recorded: November 11, 2016
Entry No.: 5201170
Book/Page: 3782/6997
4. OBTAIN A SATISFACTION OF TAX WARRANT, EXECUTED BY THE STATE OF UTAH, BY THE AGENCY NAMED OF:
Warrant in Favor of The State of Utah:
Plaintiff: Utah State Tax Commission
Against: TUCKER M. HODGSON (XX88)
Amount: \$4,328.52 plus penalties and interest
Entered: July 2, 2019
Civil/Case No.: 270045319
5. OBTAIN A RECONVEYANCE, EXECUTED BY THE TRUSTEE OF:
A Deed of Trust, and the terms and conditions thereof: Stated Amount: \$196,000.00
Truster: TUCKER M. HODGSON
Trustee: America First Federal Credit Union
Beneficiary: America First Federal Credit Union
Dated: August 14, 2019
Recorded: August 17, 2019
Entry No.: 2834159
Book/Page: 1703/457
6. The Company may assist with but will not insure any transfer, right or title to water rights.





Order Number: 7-999432

SCHEDULE B, PART II – Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I— Requirements are met.
2. Right or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
7. Any adverse claim based upon the assertion that (a) Some portion of the land forms the bed or bank of a navigable river or lake, or lies below the mean high water mark thereof; (b) The boundary of the land has been affected by a change in the course of water level of a navigable river or lake; (c) The land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands.
8. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
9. Lien of [taxes](#), not yet due and payable:
Year: 2024
Parcel No.: 55-999-9999
Prior year: 2023 Paid
Amount: \$1,873.76
10. The land described herein is located within the boundaries of Provo City and is subject to any assessments levied thereby. For current status please call (801) 852-6820. Mail payments to 1377 South 350 East, Provo, Utah 84606.
11. Easements, setbacks, notes, and restrictions, as shown on the subdivision plat:
Recorded: May 28, 1997
Entry No.: 99999
Book/Page: 55/393
12. All non-exclusive and exclusive easements and rights of ways which affect the Common Area, and which are appurtenant to the subject property, filed of record in the Recorder's Office of said County.

13. Easement, and the terms and conditions thereof:
Grantee: Wheesy Park Development,
Recorded: LLC
Entry No.: August 3, 1995
Book/Page: 99999
9999/999

14. Easement Agreement, and the terms and conditions thereof:
Recorded: August 14, 1995
Entry No.: [52708](#)
Book/Page: 3742/678

15. Terms, provisions, covenants, conditions and restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions, but omitting any covenant, condition or restrictions, if any based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons:
Recorded: October 18, 1995
Entry No.: 99999
Book/Page: 9999/999

Assignment of Declarant's Rights:

Recorded: February 14, 1997
Entry No.: 99999
Book/Page: 9999/999

Amended Covenants:

Recorded: May 28, 1997
Entry No.: 99999
Book/Page: 9999/999

Amended Covenants:

Recorded: October 1, 1998
Entry No.: 99999
Book/Page: 9999/999

Contains provision for continuing assessment liens, compliance should be checked by contacting the homeowners association.

16. Easement Agreement, and the terms and conditions thereof:
Recorded: May 13, 1997
Entry No.: [99999](#)
Book/Page: 999/999

17. Easement, and the terms and conditions thereof:
Grantee: Mountain Fuel Supply Company
Purpose: Right of way and easement 8 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace, pipelines, valves, valve boxes and other gas transmission and distribution facilities.
Recorded: September 8, 1997
Entry No.: [69774](#)
Book/Page: 4371/408



Schedule A - Encumbrances

1. **Effective Date:** This is the date when the title commitment is issued, and it is the date from which the information in the commitment is valid.
2. **Proposed Insured:** The name of the party (or parties) who will be covered by the title insurance policy.
3. **Estate or Interest Covered:** This describes the type of ownership interest being insured, such as fee simple or leasehold.
4. **Insured parties:** Showing the insured parties, buyers for an owner's policy or the beneficiary/lender for a lender's policy.
5. **Vested Owner** of the property & **how long they have held title.**
6. **Types of policy to be issued:** Specifies the type of policy that will be issued, such as an owner's policy type and/or a loan policy type.
7. **Policy Amount:** The amount of title insurance coverage that will be provided by the title policy.
8. **Legal description and purported address of the property.**



ALLIANT NATIONAL TITLE INSURANCE COMPANY, INC.

ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.: Issuing Agent: **Backman Title Services, Ltd. (77)** Issuing Agent License Number: **4426**
Issuing Office: **Tucker** Issuing Office's ALTA® Registry ID: **0123457**
Loan ID Number:
Issuing Office File Number: **2024-10287**
Property Address: **831 Shannon Road, Kaysville, Utah 84037**
Revision Number:

1. Commitment Date: **March 25, 2024 at 7:45 a.m.**
2. Policy or Policies to be issued:
 - (a) 2021 ALTA® Homeowner's Policy
 Proposed Insured: **Tucker M Hodgson**
 Proposed Amount of Insurance: **\$352,000.00**

3. Estate or Interest Covered: This describes the type of ownership interest being insured, such as fee simple or leasehold.

3. The estate or interest in the land at the Commitment Date is **Fee Simple**
4. The Title is, at the Commitment Date, vested in **McKay Boothe** and, as disclosed in the Public Records, has been since **August 8, 2019.**

STATEMENT OF CHARGES
These charges are due and payable before a Policy can be issued.

Owners Premium (Reissue) \$1,468.00
Lenders Premium \$790.00
(Endorsement Forms 4, 9, 22, and 8.1 included in the Policy Jacket)



3. The estate or interest in the land described or referred to in this Commitment and covered herein is

See attached

4. Title to the fee simple estate or interest in said land is at the effective date hereof vested in:

Tucker Hodgson and Michelle Hodgson, As joint tenants

SCHEDULE A

Order Number: **2024-10942**

LEGAL DESCRIPTION

Unit No. 999, Promontory on South Temple Condominiums, according to the official Plat thereof as recorded in the Recorder's Office of Salt Lake County, State of Utah, as Entry No. 11124991, on January 28, 2011 (the "Plat") and according to the Declaration of Condominium of Promontory on South Temple Condominiums, recorded in the Recorder's Office of Salt Lake County, State of Utah, as Entry No. 11124992, in Book 9901 beginning at Page 7021, on January 28, 2011 (the "Declaration"), together with (i) an undivided ownership interest in all common areas and common facilities of Promontory on South Temple Condominiums as more fully set forth in the Declaration, and (ii) all rights, benefits and easements described and provided for in said Declaration.

Grantee by accepting this conveyance of the property, hereby acknowledges and understands that (a) the conveyance of the property described in this instrument is subject and subordinate to that certain Residential Tower Airspace Lease, recorded in the Recorder's Office of Salt Lake County, State of Utah, as Entry No. 11124889 in Book 9901 beginning at Page 6595, on January 28, 2011, and any extensions or modifications thereof, including without limitation, (i) any and all restrictions, limitations, prohibitions, terms and conditions set forth therein, and (ii) all rights and benefits of the "Landlord" (defined therein) and other third parties described therein, and (b) the Property is a leasehold condominium as defined in the Utah Condominium Ownership Act.

Parcel No.: **15-01-232-999**

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple as to Parcel 1

A non-exclusive easement as to Parcel 1A, subject to the terms, conditions and limitations of said interest.

4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:

Tim Hodgson and Maria Hodgson, as joint tenants

5. The Land located in **Box Elder** County, State of **Utah** is described as follows: **See Attached Legal Description**

LEGAL DESCRIPTION

PARCEL 1:

Lot 2, Hodgson Subdivision, according to the official plat thereof on file and of record in the office of the County Recorder.

PARCEL 1A:

Right of Way Easement for access, road and utility purposes described as follows: The Southernmost 276.03 feet of the private drive area for Lot 1 as identified on the official plat of Hodgson Subdivision.

Parcel No.: 06-063-9999

a. Simple Boundary Adjustment – What is on a commitment?

Simple Boundary Adjustment: means a boundary adjustment that does not (i) affect a public right-of-way, municipal utility easement, or public property, (ii) affect an existing easement, onsite water system, or internal lot restriction, or (iii) result in a lot or parcel out of conformity with land use regulations

a. **May** submit proposal to land use authority

b. Proposal must include (i) conveyance document and (ii) describe all lots/parcels affected

c. Land use authority shall consent if proposal does not (i) affect a public right-of-way, municipal utility easement, or public property, (ii) affect an existing easement, onsite water system, or internal lot restriction, or (iii) result in a lot or parcel out of conformity with land use regulations. If the foregoing is not met, then full boundary adjustment is required.

d. If proposal submitted to land use authority, then to be recorded it must be accompanied by a notice of consent from the land use authority

Memorandum of Lease



W2837384

When recorded return to:
Utah Certified Development Company
5333 South Adams Ave., Suite B
Ogden, Utah 84405

E# 2837384 PG 1 OF 6
Leann H. Kitts, WEBER COUNTY RECORDER
18-Jan-17 02:04 PM FEE \$25.00 DEP TN
REC FOR: FIRST AMERICAN TITLE INSURANCE CO
ELECTRONICALLY RECORDED

File Name: Sierra R.V. Corporation
Loan #: 76975050-00

FATC NCS-754077

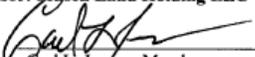
Property Tax ID: 15-037-0058, 15-037-0059, 15-037-0060, 15-037-0061 and 15-065-0020

MEMORANDUM OF LEASE

This Memorandum of Lease dated this 17th day of January, 2017, is between **Jensen Land Holding LLC** (herein called "Lessor") and **Sierra R.V. Corporation** (herein called "Lessee").

1. Premises. Lessor hereby leases to Lessee upon the terms and conditions of that certain lease dated **January 17, 2017** between the parties (herein called the "Lease") the terms and conditions of which Lease are incorporated by this reference. The premises consist of the land described on Exhibit "A" attached hereto and by reference is included herein.
2. Term. The term of the Lease shall be **21 years** commencing on **January 1, 2017** and ending on **January 1, 2038**, subject to renewal or extension periods as follows: **NONE**
3. Purpose of Memorandum of Lease. This Memorandum of Lease is prepared for the purpose of recordation and it in no way modifies the Lease.

Lessor: **Jensen Land Holding LLC**

By: 
Carl L. Jensen, Member

By: 
Jared L. Jensen, Member

Lessee: **Sierra R.V. Corporation**

By: 
Carl L. Jensen, President



W2841515

E# 2841515 PG 1 OF 6
Leann H. Kiltz, WEBER COUNTY RECORDER
08-Feb-17 12:47 PM FEE \$20.00 DEP JC
REC FOR: TITLE WEST - SLC
ELECTRONICALLY RECORDED

Space above line for recording data

State of Utah Prepared by & Return to: Riordan Law, PS
600 Stewart Street
County of Weber Suite 1300
Seattle, WA 98101

MEMORANDUM OF ASSIGNMENT OF LEASE

THIS MEMORANDUM OF ASSIGNMENT OF LEASE ("Memorandum") is made and entered into as of the 2 day of February, 2017, by and between **ES-O-EN UTAH LLC** ("Assignor"), with a mailing address of P.O. Box 607, Meridian, Idaho 83680, and **GOLDEN SPIKE RESTAURANTS, LLC** ("Assignee"), with a mailing address of 18815 139th Avenue NE, Suite C, Woodinville, WA 98072.

Tenant and Assignor have entered into an Assignment and Assumption of Lease ("Assignment") for certain real property located at 1797 West 2700 North, Farr West, UT 84404 in Weber County, and by recordation of this Memorandum give notice of the Assignment and place of public record the following information:

Date of Lease: July 21, 2014

Recording Number of Memorandum of Lease: 2706097

Legal Description: See Exhibit "A" attached

Parcel Number: 19-334-0001

Date of Term Commencement: December 17, 2014

Term: The Term of this Lease ("Term") shall be for a period of twenty (20) years with four (4) additional five (5) year options.

Renewal Options: Four (4) five (5) year terms.

71006-30444

Assignment of Lease

E# 2841515 PG 2 OF 6

IN WITNESS WHEREOF, the parties have executed this Memorandum of Assignment of Lease as of the date first set forth above.

ASSIGNOR:

ES-O-EN UTAH LLC

By: 
Its Managing Member

TENANT:

GOLDEN SPIKE RESTAURANTS, LLC

By: _____
Managing Member

[Acknowledgements Follow on Next Page]



W2841513

Prepared by & Return to:

Christopher C. Lamberson
Glankler Brown, PLLC
6000 Poplar Avenue, Suite 400
Memphis, TN 38119
Phone: 901.525.1322

EF 2841513 PG 1 OF 3
Leann H. Kilts, WEBER COUNTY RECORDER
08-Feb-17 12:35 PM FEE \$14.00 DEP JC
REC FOR: TITLE WEST - SLC
ELECTRONICALLY RECORDED

NOTICE OF TERMINATION OF LEASE

Taco Bell Store #16999

This Notice Of Termination Of Lease is executed as of February 0, 2017 (the "**Effective Date**"), by and between **CDT ENTERPRISES, LLC**, an Idaho limited liability company ("**Landlord**"), and **ES-O-EN CORPORATION**, an Oregon corporation ("**Tenant**").

WITNESSETH:

A. **WHEREAS**, under the terms of that certain Lease Agreement dated as of August 25, 1998 (the "**Lease**"), Landlord leased to Tenant certain real property located at 365 East 12th Street, Ogden, Utah known as Taco Bell Store #16999 12th Street, and more particularly described on Exhibit A attached hereto;

B. **WHEREAS**, the Lease was memorialized by Memorandum Of Lease of record at Book No. 1955, Page 315 in the Recorder's Office of Weber County, Utah (the "**Memorandum Of Lease**"); and

C. **WHEREAS**, Landlord and Tenant have mutually agreed to terminate the Lease and the Memorandum Of Lease as of the date of the Effective Date.

NOW, THEREFORE, the parties agree that the Lease and the Memorandum Of Lease are hereby terminated and of no further effect.

[signature and notary page to follow]

Termination of Lease

EF 2841513 PG 2 OF 3

IN WITNESS WHEREOF, Landlord and Tenant have executed the foregoing as of the Effective Date.

LANDLORD:

CDT ENTERPRISES, LLC,
an Idaho limited liability company

By: S. Carl Nicolaysen
S. Carl Nicolaysen (Managing Member)

STATE OF Idaho
COUNTY OF Ada

Before me, of the state and county aforesaid, personally appeared S. Carl Nicolaysen, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Managing Member of CDT Enterprises, LLC, an Idaho limited liability company, the herewithin named bargainer, and that he as such Managing Member executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as its Managing Member.

Witness my hand and official seal at office this 24 day of January, 2017.

My Commission expires: 2/1/19

Jody ReNae Harris
Notary Public



TENANT:

ES-O-EN CORPORATION
an Oregon corporation

By: S. Carl Nicolaysen
S. Carl Nicolaysen, President

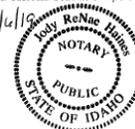
STATE OF Idaho
COUNTY OF Ada

Before me, of the state and county aforesaid, personally appeared S. Carl Nicolaysen, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of ES-O-EN CORPORATION, an Oregon corporation, the herewithin named bargainer, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as its President.

Witness my hand and official seal at office this 24 day of January, 2017.

My Commission expires: 2/1/19

Jody ReNae Harris
Notary Public



Affidavit Terminating Leasehold Interest

When Recorded Return To:

Order No. _____

AFFIDAVIT TERMINATING LEASEHOLD INTEREST

State of _____)
County of _____)

I, _____, being first duly sworn, do hereby depose and say:

1. I have personal knowledge of the facts contained in this Affidavit and I am over the age of 18 years.

2. This Affidavit concerns and affects certain real property ("Property") located in _____ County, State of Utah, more particularly described as follows:

3. I am the _____ of _____, a _____ ("insert first name of entity"). [Insert defined owner's name] owns the Property, which it acquired title to by a Deed recorded _____, _____, as Entry NO. _____

4. When _____ took title to the Property, it did so subject to a Lease ("Lease"). The Lease was disclosed by a _____ recorded _____ as Entry No. _____. * Insert the applicable: Pursuant to the terms of the Lease, it expired on _____. The Tenant under the Lease no longer has an interest in the Property pursuant to the Lease. OR * The Tenant is not in possession of the Property and no longer has any interest in the Property. OR * The above-referenced Tenants are not in possession of the Property and no longer have any interest in it.

FURTHER, Affiant sayeth naught.

Dated this ____ day of _____, 20__.

Insert name of affiant

The foregoing instrument was acknowledged and subscribed and sworn to before me this ____ day of _____, 20__, by _____

My Commission Expires:

Notary Public
Residing at _____



Property Types

Distinctions between Parcels, Lots & Units

10-9a-103. Definitions.

- **Parcels:** "Parcel" means any real property that is not a lot. (*Including Metes & Bounds or City Survey*)
- **Lot:** "Lot" means a tract of land, regardless of any label, that is created by and shown on a subdivision plat that has been recorded in the office of the county recorder. *Subdivision, Cluster Subdivision, Planned Unit Development (PUD), Planned Residential Unit Development (PRUD)*

Lots are governed by the Community Association (Act 57-8a-102)

(5) "Common areas" means property that the association: (a) owns; (b) maintains; (c) repairs; or (d) administers.

57-8-3. Definitions

- **Units:** (40) (a) "Unit" means a separate part of the property intended for any type of independent use, which is created by the recording of a declaration and a condominium plat that describes the unit boundaries. (**Condominiums**)
- (11) "**Condominium unit**" means a unit together with the undivided interest in the common areas and facilities appertaining to that unit.

Condominium units are governed by 57-8-3 (5) Condominium Association Act

(5) "Common areas and facilities" unless otherwise provided in the declaration or lawful amendments to the declaration means:

(a) the land included within the condominium project, whether leasehold or in fee simple; (b) the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances, and exits of the building;

(c) the basements, yards, gardens, parking areas, and storage spaces; (d) the premises for lodging of janitors or persons in charge of the property; (e) installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and incinerating; (f) the elevators, tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus and installations existing for common use; (g) such community and commercial facilities as may be provided for in the declaration; and (h) all other parts of the property necessary or convenient to its existence, maintenance, and safety, or normally in common use.

COLLATERAL





Borrower documents
signed at settlement

Mortgage

- Used to secure debt to property
- Document of 2 parties
 1. Mortgagor- Debtor
 2. Mortgagee- Note holder or lender
- Requires judicial foreclosure
- No longer common



W2536611

Mortgage Prepared and Requested by:
Beehive Bail Bonds.
Please Return to : Beehive Bail Bonds
268 East 500 South, SLC, UT 84111
801-328-3329

EN# 2536611 PG 1 OF 1
ERNEST D ROWLEY, WEBER COUNTY RECORDER
05-AUG-11 1156 AM FEE \$11.00 DEP JAG
REC FOR: BEEHIVE BAIL BONDS

MORTGAGE

Mortgagor

Jose Alberto Palacios
3504 Jefferson Ave
Of Ogden UT 84403, County of Weber, State of Utah, Hereby
MORTGAGE to BEEHIVE BAIL BONDS of 268 East 500 South, Salt Lake City, Utah 84111 mortgagee

\$10,000⁰⁰
For the sum of Ten thousand and 00/100 _____ DOLLARS
The following described tract of land in Weber County, State of Utah:
Parcel # 05-062-000104

ALL OF LOT 1 AND THE NORTH 9 FEET OF LOT 2, BLOCK 15, LAKEVIEW
ADDITION, OGDEN CITY, WEBER COUNTY, UTAH

*Stop, Read, Understand before signing. You are securing a Lien on your property.
This mortgage is given to secure the following indebtedness:

This note is security on bail bond written for Ernesto Espinoza
To guarantee all court appearances and court orders, any and all bond fees owed, any and all collection costs and any and all arrest fees. The mortgagor agrees to pay all taxes and assessments on said premises, and a reasonable attorney's fee in case of foreclosure.

Witness the hand of said mortgagor, this 3rd day of August 20 11

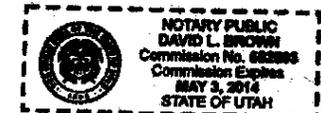
State of Utah
County of Salt Lake

Signature of Mortgagor(s) Jose A Palacios

on the 3rd day of August 20 11

Personally appeared before me Jose Alberto Palacios
The signer of the within instrument, who duly acknowledged to me that he executed the same.

Notary Public





Deed of Trust

DEED OF TRUST

Non-Judicial Foreclosure

ctions of this document are defined below and other
and 21. Certain rules regarding the usage of words

means this document, which is dated , together

Trust Deed Note

NOTE

6/19/2005

Loan No. _____

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U. S. \$180,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Provident Funding Associates, L.P., A California Limited Partnership. I will make all payments under this Note in the form of cash, check or money order.

yearly rate of 6.750 %

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described

(S&L)

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

monthly payment, unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

MULTISTATE FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3200 01/01
Page 1 of 3

0609.DOC - 9/19/00 2:34 PM
p - 9192806

Ver. 1

Borrowers Initials: _____

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

MULTISTATE FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3200 01/01
Page 2 of 3

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p - 9192806

Ver. 1

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MULTISTATE FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3200 01/01
Page 3 of 3

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p - 9192806

Ver. 1

E 2959149 B 6580 P 799-813
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
8/16/2016 1:33:00 PM
FEE \$40.00 Pgs: 15
DEP eCASH REC'D FOR BACKMAN TITLE SERVICES

When recorded, return to:
Academy Mortgage Corporation
Final Docs Department
339 West 13490 South
Draper, UT 84020

Title Order No.: 6-069660
Escrow No.: 6-069660
LOAN #: 5099190

[Space Above This Line For Recording Data]

DEED OF TRUST

This transaction is subject to RESPA

MIN 1000608-2100082831-3
MERS PHONE #: 1-888-679-6377

DEFINITIONS

(B) "Borrower" is TUCKER M HODGSON AND MICHELLE HODGSON, HUSBAND AND WIFE AS JOINT TENANTS.

Borrower is the trustor under this Security Instrument.

Deed of Trust

Used to secure debt to property

Document of 3 parties

- 1.Trustor-(Borrower)
- 2.Beneficiary-Note holder or lender
- 3.Trustee-Third party with power to foreclose and reconvey

Non-judicial foreclosure (Notice of Default and Trustee Sale)

LOAN #: 5656147

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

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

cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as



(C) "Lender" is Tucker's Mortgage Corporation.

Lender is a **UT Corporation**,
under the laws of **Utah**.

Lender's address is **831 Shannon Road, Kaysville, UT 84037**.

organized and existing

(D) "Trustee" is Backman Title Services, LTD, 150 N Main, #100, Bountiful, UT 84010.

(E) **"MERS"** is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) **"Note"** means the promissory note signed by Borrower and dated **September 25, 2019**.

The Note states that Borrower owes Lender **ONE HUNDRED One THOUSAND AND NO/100* ***

***** **Dollars**

(U.S. \$101,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic



st
debt to
parties
er)
holder
party with
se and
closure
t and

Deed of Trust Covenants

Borrower irrevocably grants, conveys, and warrants to the Trustee, in trust, with power of sale...

LOAN #: 5656147

of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants, conveys and warrants to Trustee, in trust, with power of sale, the following described property located in the County

[Type of Recording Jurisdiction] of Davis

[Name of Recording Jurisdiction]:

All of Lot 219, King Clarion Hills No. 2, according to the official plat thereof on file and of record

TRANSFER OF RIGHTS IN THE PROPERTY

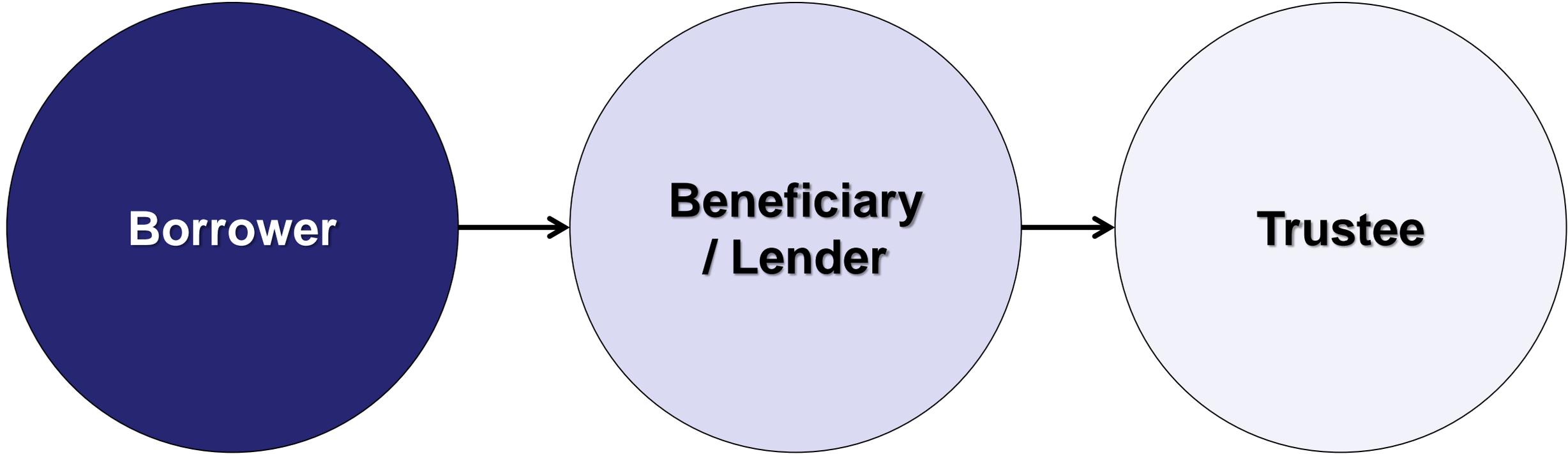
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(Type of Recording Jurisdiction) of **Davis**

(Name of Recording Jurisdiction):

All of Lot 219, King Clarion Hills No. 2, according to the official plat thereof on file and of record in the office of the Davis County Recorder.

APN #: 11-043-0219



Purchase Money Doctrine

- A Buyer's mortgage (or trust deed) securing a buyer's loan against the real property (which the loan's proceeds are paying for) is given the senior priority in the property over all pre-existing judgments against the buyer.

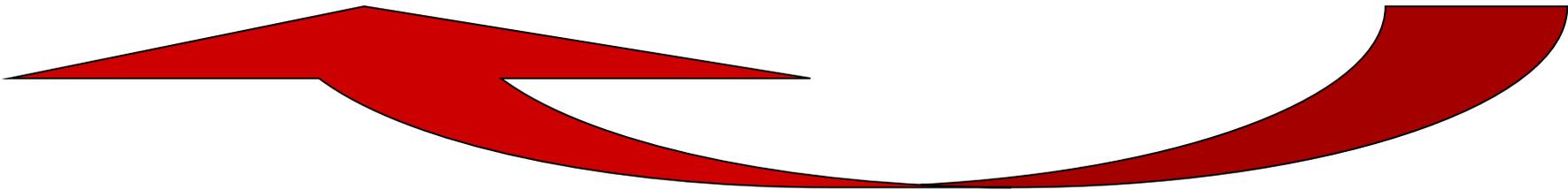
This can include a seller carry-back or both deeds of trust on a combo loan (80%/20%).

Race Notice & Purchase Money

BORROWER HISTORY



LIEN PRIORITY BY FILED OR RECORDED NOTICE



Lien priority for the purchase money trust deed moves to front of the line

WHEN RECORDED MAIL TO:
Guy S. Lane
1590 Jordan Ave
Provo, Utah 84604

ENT 94593:2013 PG 1 of 4
Jeffery Smith
Utah County Recorder
2013 Oct 04 04:55 PM FEE 16.00 BY SS
RECORDED FOR Backman NTP
ELECTRONICALLY RECORDED

SPACE ABOVE THIS LINE FOR RECORDER

Order No. 7-033362

ALL-INCLUSIVE TRUST DEED

With Assignment of Rents

This ALL-INCLUSIVE TRUST DEED made this 4th day of October 2013, between Salaci LLC, as TRUSTOR, whose address is 440 East 700 North, Provo, UT 84604-2321, as BACKMAN TITLE SERVICES LTD as TRUSTEE, and Guy S. Lane as BENEFICIARY,

All Inclusive Deed of Trust (Wrap-Around Mortgage)

For the purpose of securing (1) payment of the indebtedness evidenced by an Installment Promissory Note (hereinafter the "Note") of even date herewith, in the principal sum of **\$466,500.00**, made by Trustor, payable to the order of Beneficiary at the times, in the manner, and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or his successors or assigns, when evidenced by a Promissory Note or Notes reciting that they are secured by this Trust Deed; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

This instrument is an All-Inclusive Trust Deed subject and subordinate to the following instruments (hereinafter "Senior Encumbrances"):

(1) A Trust Deed/Mortgage recorded **March 15, 2013**, as Entry No.25337:2013, of Official Records of Utah County, which, Trust Deed secures a Promissory Note in the original principal amount of **\$140,000.00**, with the Trustor being Guy S. Lane. If a Trust Deed, its Trustee is Central Bank.

(2) A Trust Deed/Mortgage recorded **March 15, 2013**, as Entry No.25344:2013, of Official Records of Utah County, which, Trust Deed secures a Promissory Note in the original principal amount of **\$10,000.00**, If a Trust Deed, its Trustee is Central Bank.

The Promissory Note(s) secured by said Trust Deed(s) is (are) hereinafter referred to as the "Senior Note(s). Nothing in this Trust Deed, the Note, or any deed in connection herewith shall be deemed to be an assumption by the Trustor of the Senior Notes or Senior Encumbrances.

COURTESY RECORDING

This document is being recorded solely as a courtesy and an accommodation to the parties named therein. Backman Title Services, LTD, hereby expressly disclaims any responsibility or liability for the accuracy, enforceability, legality or content thereof.

value and then pays the first mortgage

All-Inclusive - Deadlines, Documents & Costs

1. Due from Buyer with Offer/REPC

1. Buyer Financial Information Sheet (UAR Form)
2. 2 Years of IRS Tax Returns
3. Employer contact information for all buyer/borrowers

2. Due before Seller Disclosure Deadline (REPC 24(a))

REPC Requirements

1. Section 7 – Title Commitment (c) & Water Information (i)

Assumption Addendum Requirements

1. Copies of underlying Notes & Trust Deeds

Seller Financing & Addendum Requirements

1. Credit Documents: (a) Note & All-Inclusive Deed of Trust*
2. Fee Breakdown from Seller*
3. Loan Amortization of underlying loan
4. Loan Amortization of new loan*
5. Buyer provides credit report to Seller

Seller Finance Addendum – Paragraph 10

Additional Items Inclusions

1. Seller Loan Statement(s)
2. Balance of reserve account to be purchased by buyer
3. Prepayment penalty inclusion
4. Cost and payment details for contract service company/independent escrow company
5. Inclusion of Request for Notice of Default form recorded for Buyer & Seller

*Prepared and Ready for Review/Approval

3. Due Diligence Deadline (REPC 24 (b))

Seller Finance Addendum

1. Buyer approval of Credit Documents
 - Addenda with new deadline for revisions if necessary
2. Seller right to cancel based on review of Buyer financial information, IRS tax returns, employment information

4. Financing and Appraisal Deadline (REPC 24 (c))

1. Section 8.2 (a) Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing and Appraisal Deadline referenced in Section 24(c).

5. Settlement Deadline (REPC 24 (d))

1. Disclosure of Tax Identification Numbers – Buyer and Seller disclose applicable tax identification numbers to comply with federal laws on reporting mortgage interest.

Title documents for preparation & review

1. All Inclusive Note & All-Inclusive Trust Deed
2. Settlement Statement,
3. Request for Notice of Default
4. Warranty deed with assumption language,
5. Loan amortization
6. Advice to seek legal counsel form
7. Non-Assumption disclosure form
8. Contract Service Documents
9. Accommodation form for All-Inclusive Trust Deed & Request for Notice
10. Backman's Private Finance Documents (Terms of Note & Document Instructions/Waiver of Liability)

Information Required for Document Preparation

1. Underlying Loan Type (Not VA, FHA, USDA, SBA)
2. Complete REPC & Addenda (Seller Finance Addenda & Assumption Addenda)
3. Instructions regarding water right/share encumbrance
4. Copies of underlying Note, Trust Deed, Current Loan Statement, Escrow Account Balance
5. Contract Service Company documents & Costs
6. Amortization of Underlying Loan
7. Assumption fees charged by bank/seller
8. Interest start date

Buyer Cost Considerations

1. Assumption or other fees charged by lender
2. Credit report/Appraisal
3. Prepaid Interest
4. Homeowner's Insurance
5. Contract service fees
6. Title, settlement & recording fees
7. HOA transfer fees (including possible reinvestment fees) & Home Warranty Costs

Seller Financing Addendum

General truths about seller financing

1. Maximum amount of loan is Net Equity of property (Sales price) – (All costs, fees, commissions)
2. Total Buyer Deposit (Earnest Money, Balance of purchase price in cash & prepaid/settlement costs) must be paid in cash and be greater than commissions, deposits, costs, & fees

Seller Concerns

1. The seller gives up control (deeds title to buyer)
2. How do they know if the buyer will make payments?
3. How can the keep track of payments?
4. What about payment of Taxes, Insurance & HOA dues?
5. What if the buyer gets a second mortgage?
6. What if the buyer doesn't pay, or stops paying?
7. How does foreclosure work? How much does it cost? How long does it take?
8. What will the property condition after foreclosure?

Buyer Concerns

1. What if there is a disagreement about bookkeeping?
2. No credit reporting (the good and the bad)
3. Mortgage interest deduction for income taxes
4. Paying taxes & insurance
5. What if I can't qualify to refinance?

Agent Concerns

1. Playing referee & advice giving (Legal, Tax, Investment)
2. Structuring transaction
3. Completing contract/addendum
4. Getting paid

Seller Costs

1. Commissions
2. Prorations
3. Mortgage/other payoffs
4. HOA/Transfer fees
5. Home Warranty
6. Contract service
7. Title & settlement (On REPC)

Buyer Costs

1. Loan costs/charges/**Credit report & appraisal?**
2. **Prepaid interest**
3. **Deposit for property taxes**
4. **1st year property insurance**
5. **Prepaid/escrowed insurance**
6. Credit Report
7. Contract service fees
8. Title, Insurance Settlement & Recording Fees

Seller Tools

1. Seller Net Sheet
– Net Equity/Loan Amount
2. Loan Amortization
3. APR Generator
4. Tax forms
5. Contract Service company & fees
6. Review note/deed of trust & title documents
(**encumbering water rights/ shares?**)

Buyer Tools

1. Loan Amortization
2. Title/Settlement Fee Estimate
3. APR/Payment
4. Property Tax Amount (prepay & escrow)
5. Hazard Insurance Amount (prepay & escrow)
6. Review note/deed of trust & title documents
7. Contract Service company & fees

Deadlines

1. **Seller** Review & Approval of Credit Report & Buyer Financial Information Sheet, VOE & Tax Returns (Seller Disclosure Deadline)
2. Deliver of Credit Documents (Seller Disclosure Deadline)
3. Review of Credit documents by non-creating party (Due Diligence Deadline)

All-Inclusive - Deadlines, Documents & Costs

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Deed of Trust Covenants

Borrower irrevocably grants, conveys, and warrants to the Trustee, in trust, with power of sale...

LOAN #: 5656147

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(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

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[Type of Recording Jurisdiction] of Davis

[Name of Recording Jurisdiction]:

All of Lot 219, King Clarion Hills No. 2, according to the official plat thereof on file and of record

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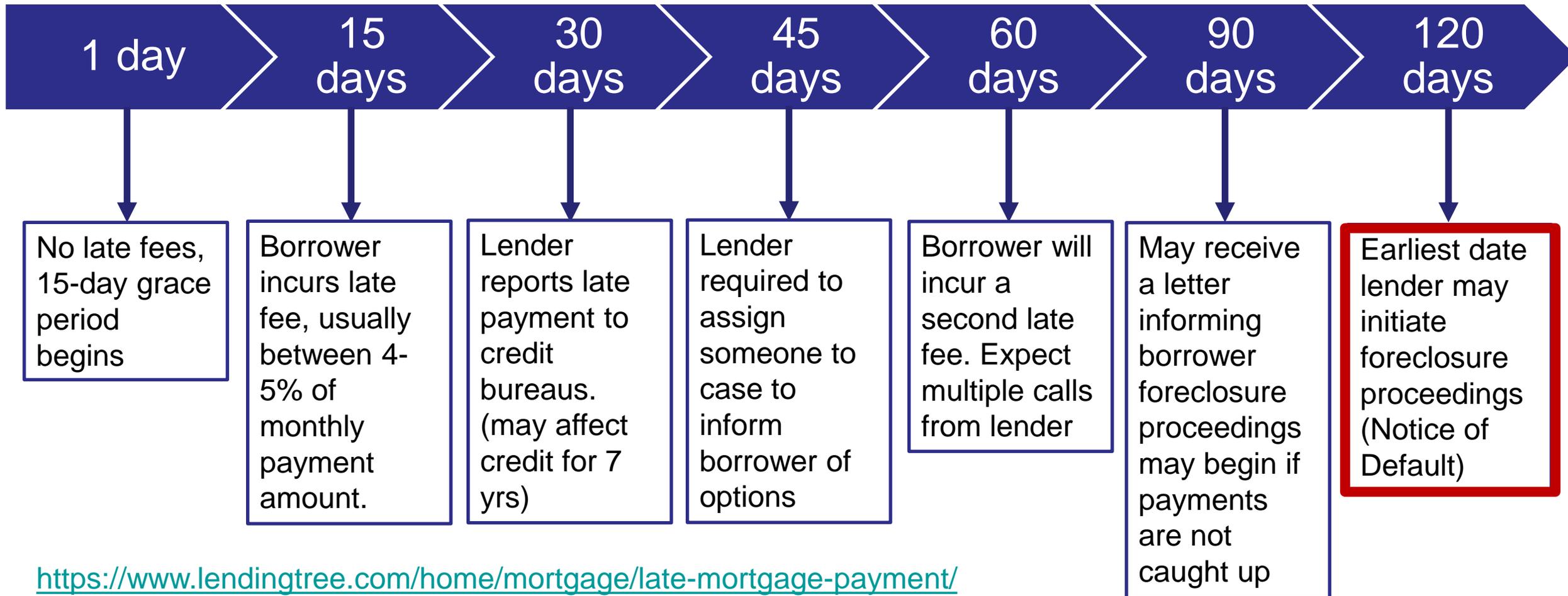
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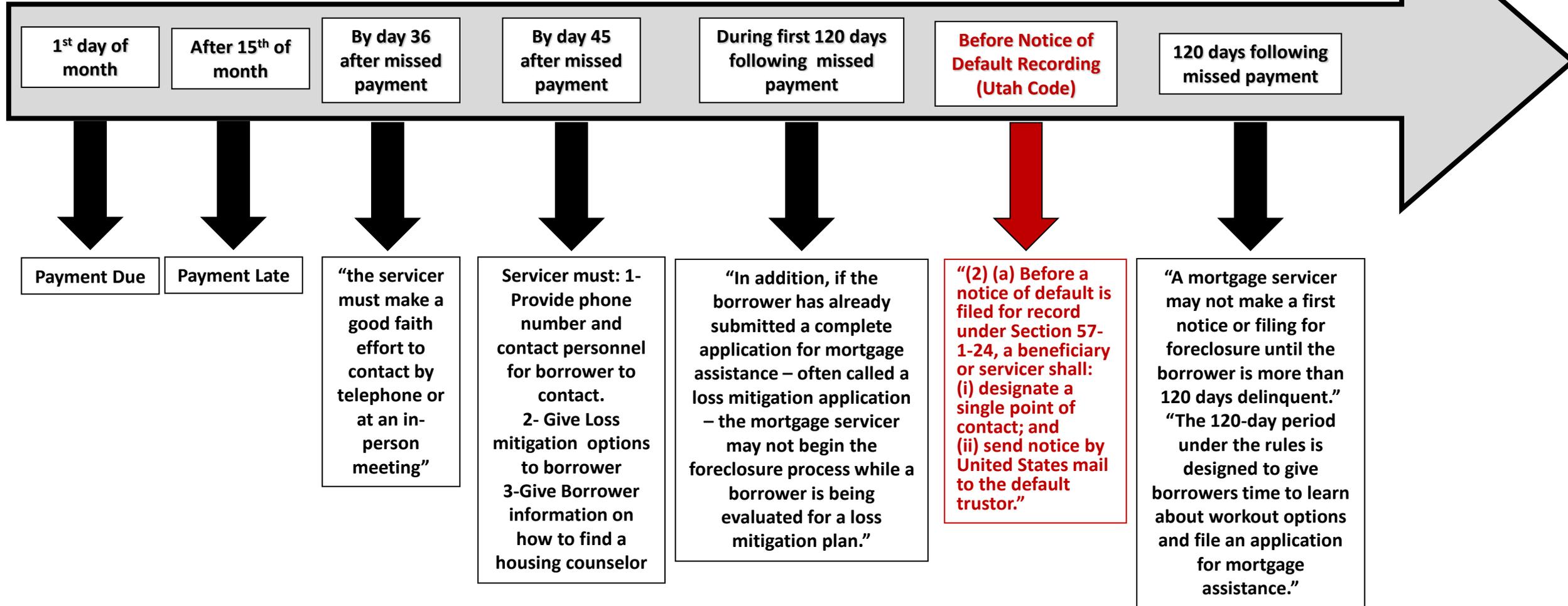
APN #: 11-043-0219

Consequences still in play Pre-foreclosure – Lender/borrower communication



<https://www.lendingtree.com/home/mortgage/late-mortgage-payment/>

Rules are still in play for Pre-Foreclosure Timeline (CFPB & **Utah Requirements**) Pre-foreclosure (120 days minimum)



The monthly payments due under the promissory note are in default. **All unpaid monthly payments are due, together with any unpaid taxes, insurance and other obligations** under the promissory note and trust deed, **the unpaid principal balance is accelerated and now due, together with accruing interest, late charges, costs and trustees' and attorneys' fees**. Accordingly, **the trustee has elected to sell the property** described in the deed of trust.

Notice of Default

When the Notice of Default is filed 3 months must elapse before a Trustee's Sale can be scheduled

NOD can be cancelled by:

- The Borrower can bring loan current (reinstatement)
- The Borrower makes the lender whole by selling the property and paying off the note or refinancing the loan
- Lender approval of short sale

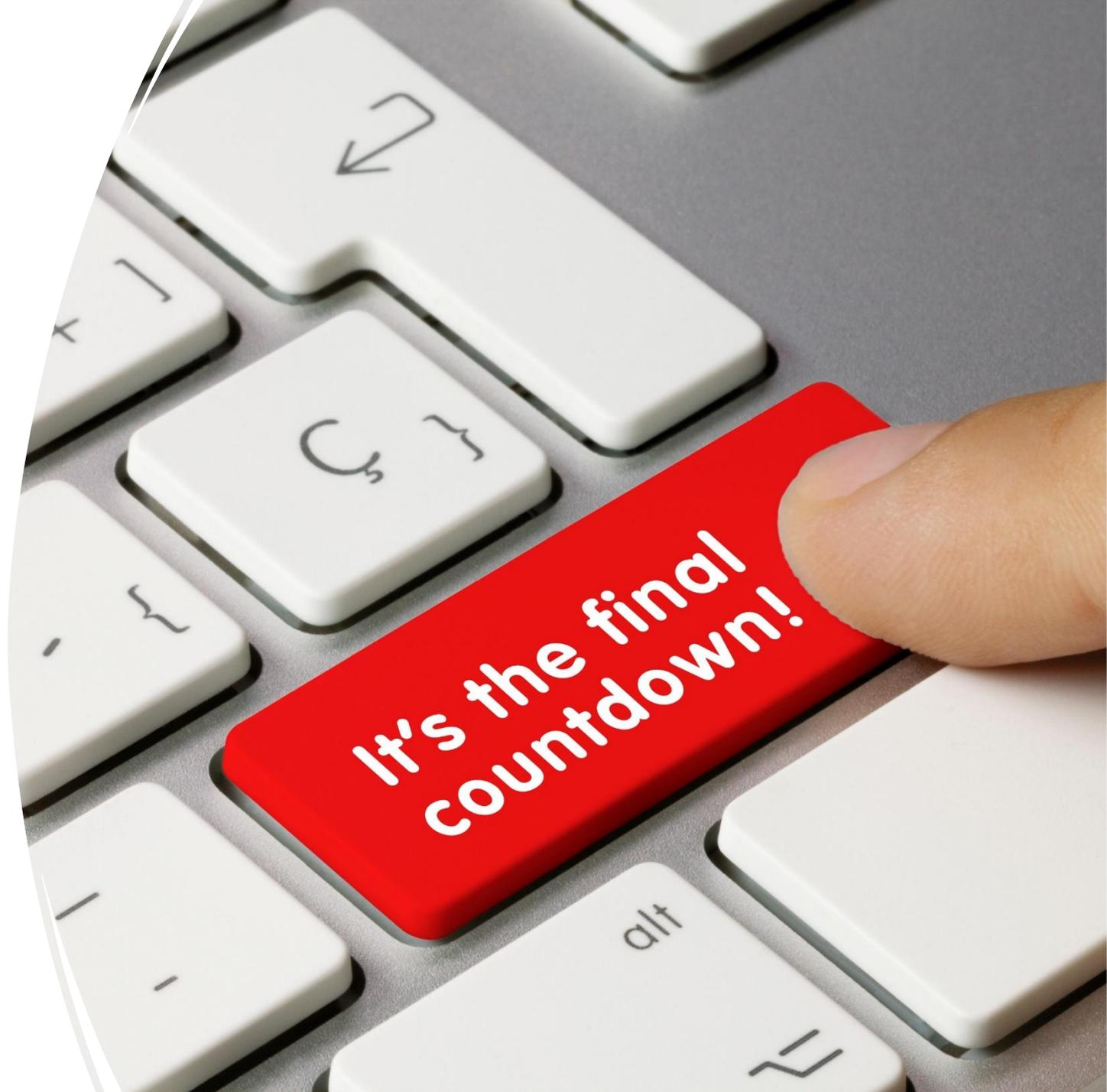
Notice of Default is recording implications

1- Borrower is at least 120 days behind

2a- Borrower has not applied, or at least not been approved, for mortgage assistance during 1st 120 days,

or

2b- Borrower has not abided by mortgage assistance agreement



What happens when the Notice of Default is Recorded?

- Public notice of borrower non-payment (default)
- 120-day countdown begins



Lender Rights and Requirements in Foreclosure

18. Foreclosure Procedure. If Lender requires 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 18, 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.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. 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.

20. 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.

21. 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.

22. 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 a part of this Security Instrument. [Check applicable box(es)].

Condominium Rider Growing Equity Rider Other [specify]
 Planned Unit Development Rider Graduated Payment Rider

1. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in the loan documents, including, but not limited to, reasonable attorneys' fees and costs of title insurance.

2. 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

3. 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.

4. 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 under the terms designated in the notice of sale

Trustee's Duties in Non-Judicial Foreclosure

18. **Foreclosure Procedure.** If Lender requires 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 18, 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.

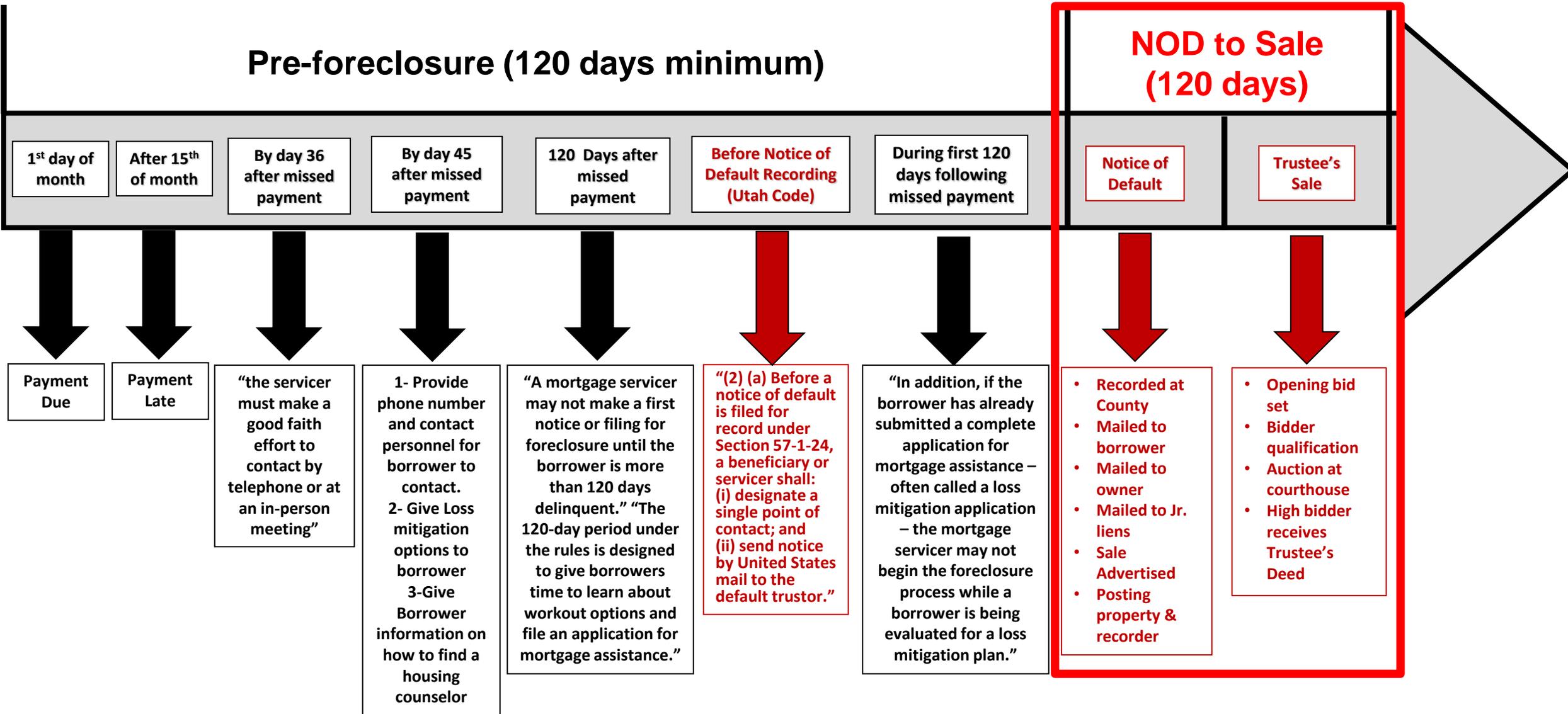
If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

5. Trustee shall deliver to the purchaser a Trustee's deed conveying the Property without any covenant or warranty, expressed or implied

6. 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 said county in which the sale took place.

Trustee Sale Timeline w/CFPB & Utah Req's

Pre-foreclosure (120 days minimum)



8-month minimum time frame (often longer)



Timeline for Real Property Taxes

- January 1- All real property is assessed and liened as of this date.
- July 22 (approximately) - The Utah County Auditor mails Valuation Notices to the current owner of record. Opportunity to schedule appointment with Board of Equalization for value adjustments.
- August-September - Board of Equalization hearings are held.
- October - Property Tax Notices are mailed approximately third week.
- **November 30th - REAL PROPERTY TAXES ARE DUE.** (U.S. Post Office postmark is accepted, however an office postage meter is NOT considered a valid postmark for the November 30th deadline.)
- **December 1st - January 31st - Penalty is applied to delinquent parcels** at the rate of \$10.00 minimum or 1%, whichever is greater, per parcel.



MARK ALTOM
DAVIS COUNTY TREASURER
 61 SOUTH MAIN, STE 105
 P.O. BOX 618
 FARMINGTON, UTAH 84025-0618

OFFICE HOURS:
 8 a.m. - 5 p.m.
 Monday - Friday
HOLIDAY CLOSURES:
 Fri. Nov. 10 - Veterans Day
 Thurs. & Fri. Nov. 23, 24
 Thanksgiving

2023 TAX NOTICE

11-043-0219

53051*109**G50**0.4455**1/2*******AUTO5-DIGIT 84037
 HODGSON, TUCKER M & MICHELLE
 831 SHANNON RD
 KAYSVILLE UT 84037-1539



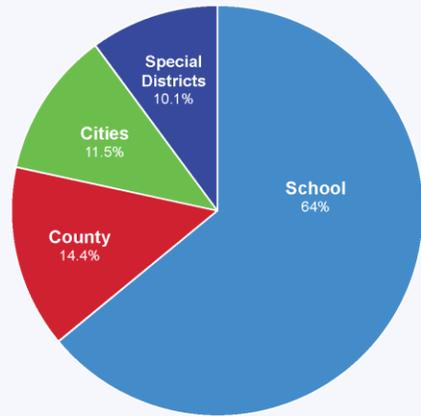
**Taxes are due
November 30, 2023**

Serial Number: 11-043-0219

Your property tax summary for serial number 11-043-0219 at: 831 SHANNON RD KAYSVILLE Legal description (may be partial): ALL OF LOT 219, KING CLARION HILLS NO. 2 CONT. 0.195 ACRES.			
	2023		
Market Value:	571,000	Total 2023 Taxes:	3,170.65
Taxable Value:	314,050	Other Charges/Credits (see reverse):	0.00
		Payments:	0.00
		Balance Due, See Below:	3,170.65

Where Your "Average" 2022 Tax Dollars Went:

**This may not reflect your tax distribution
 This chart is the Davis County average**



RE: MORTGAGE COMPANY PAYMENTS
 DAVIS COUNTY RECORDS INDICATE
ROUNDPOINT MORTGAGE
 INTENDS TO PAY YOUR PROPERTY TAXES ON YOUR
 BEHALF. THIS NOTICE IS SENT TO YOU AS THE
 OWNER OF THE PROPERTY FOR INFORMATION
 PURPOSES TO DISCLOSE THE TAXING ENTITIES THAT
 RECEIVE TAXES FROM THE PROPERTY TAXES PAID.

Late payments and delinquencies. Payments made after November 30, 2023 must include a penalty of either 2.5% or \$10 for each parcel, whichever is larger. If you pay your full 2023 tax bill by January 31, 2024, the penalty is reduced to the greater of 1% or \$10. If 2023 taxes are not paid on or before January 31, 2024, interest is charged from January 1, 2024 at the rate defined by Utah State code 59-2-1331.

Property tax relief programs. If you are age 66 or older or a widow/widower of any age and your 2022 total household income was less than \$38,369, you may qualify for the Circuit Breaker program. For questions relating to property tax reduction programs for disabled Veterans, Military deployment, low income, blind or other reduction programs call (801) 451-3243 OPTION 2.

Property value reappraisal. The value (appraisal) of your property may be reviewed in 2024, as required by Utah State code 59-2-303.

Partial payments. If you pay part of your tax bill, you have the right under Utah State Code 59-2-1317 to tell us how you want your payment to be used. You can allocate the payment between amounts due for total property tax, assessments, delinquent local district fees, and any other amounts due on this notice.

Serial number: **11-043-0219** Tax Area: **33** Address: **831 SHANNON RD KAYSVILLE**

Legal Description (may be partial): **ALL OF LOT 219, KING CLARION HILLS NO. 2 CONT. 0.195 ACRES.**

Primary Property: Full-time residence taxed at 55% of Market Value for first acre of land. Non-primary property: Taxed at 100% of Market Value.

Property Type	This Year's Market Value	This Year's Taxable Value
Building Residential Primary, Land Residential Primary	571,000	314,050
Total Property Values	571,000	314,050

TAXING ENTITIES Each entity sets their own budget. For questions about taxes charged, please contact that specific entity.	Taxes	
	Tax Rate	Tax Amount (\$)
DAVIS SCHOOL DIST	.004738	1,487.95
STATE BASIC SCHOOL LEVY	.001406	441.55
STATE CHARTER SCHOOL LEVY	.000084	26.38
DAVIS COUNTY	.000826	259.41
COUNTY LIBRARY	.000234	73.49
DAVIS COUNTY HEALTH & SERVICES	.000152	47.74
COUNTY ASSESS & COLLECT LEVY	.000131	41.14
DAVIS COUNTY FLOOD	.000106	33.29
MULTICNTY ACESS & COLLECT LEVY	.000015	4.71
DAVIS 2005 JAIL BOND	.000000	0.00
KAYSVILLE CITY	.001562	490.55
NORTH DAVIS SEWER	.000476	149.49
WEBER BASIN WATER	.000200	62.81
MOSQUITO ABATEMENT	.000098	30.78
DAVIS COUNTY ANIMAL SERVICES	.000068	21.36
Total Tax Rate	0.010096	
TOTAL DUE (\$)		3,170.65



Property Tax Estimate- Quick Form (For new construction)

						Check Math- Does amount
Prior Year		Prior Year		Did the property have a		match last tax statement?
Assessed Value		Tax Rate		Residential Exemption?		Total Taxes
\$ 571,000.00	x	0.010096	x	0.55	(=)	\$ 3,170.65
\$ 571,000.00	x	0.010096	x	1	(=)	\$ 5,764.82
Sales Price		2024 Estimated		Residential Exemption		Total 2024 Estimated Taxes
"Value"		Rate		"Exemption"		Total Tax Estimate
\$ 800,000.00	x	0.010096	x	0.55	(=)	\$ 4,442.24
\$ 800,000.00	x	0.010096	x	1	(=)	\$ 8,076.80

Property Tax Sales

Timeline for Real Property Taxes

from: <http://www.utahcounty.gov/Dept/Treas/TaxCalendar.asp>

All real property is assessed and liened as of this date.

Board of Equalization hearings are held.

REAL PROPERTY TAXES ARE DUE. (U.S. Post Office postmark is accepted, however an office postage meter is NOT considered a valid postmark for the November 30th deadline.)

Late July

October

Dec. 1-Jan. 31

Jan 1

Aug.-Sep.

Nov. 30

(approximately) - The Utah County Auditor mails Valuation Notices to the current owner of record. Opportunity to schedule appointment with Board of Equalization for value adjustments.

Property Tax Notices are mailed approx. 3rd week

REAL PROPERTY TAXES ARE DUE. (U.S. Post Office postmark is accepted, however an office postage meter is NOT considered a valid postmark for the November 30th deadline.)

What are property tax sales?

Definition 1: "A Tax Sale is **the public auction of any real property with taxes that have been delinquent** for four years from the final tax payment deadline (five years including by the date of the sale)." from http://www.webercountyutah.gov/Clerk_Auditor/tax_sale.php

Definition 2: "Any property not redeemed by March 15th following the lapse of four years from the date when the property became delinquent will be included in the Annual Delinquent Tax Sale held in May. **This sale allows the county to recapture taxes due on any parcel that is more than four years delinquent.**"
From <http://www.utahcounty.gov/taxsale/FAQ.asp>

How the Auction proceeds-Undivided Interest Bidding for Homes and other Improved Property:

"Improved parcels or parcels with homes or other buildings on them are sold for a percentage of the ownership share or Undivided Interest. The term "Undivided Interest" refers to the percentage of ownership the winning bidder will get in the complete or undivided parcel. Utah County does not subdivide parcels through the tax sale process. The bidding will start with an opening bid that includes taxes, penalties, interest, and the administrative cost of the sale for 100% of the undivided interest. **As bidding continues, the percentage of ownership will be bid down.** The winner bidder will be final remaining bidder who, for the amount of taxes, penalties, interest and fees due, accepts the lowest percentage of ownership in the property. The remaining percentage of ownership not sold will be retained by the original owner."

Tax Sale Information from Utah County: <http://www.utahcounty.gov/taxsale/FAQ.asp>

When will I get the deed to the property I bought at the Tax Sale?

"We will mail a Tax Deed to the new owner within **thirty days after the sale** is ratified by the County Commission."

From http://www.webercountyutah.gov/Clerk_Auditor/tax_sale.php

What form of payment is accepted? Is a financing plan available?

From Weber County

"The successful bidder on a parcel must pay the full amount to the Weber County Treasurer in cash or with bank certified funds. There is no financing available through Weber County. If the amount of the sale is less than \$2,000, the Treasurer may accept a personal check as a deposit at the time of the Tax Sale with the understanding that cash or bank certified funds for the entire amount of the sale will be paid to the County Treasurer by 5:00 p.m. on the day of the sale.

If the amount of the sale exceeds \$2,000, the successful bidder must pay a non-refundable deposit of \$1,000 cash or bank certified funds on the day of the sale, with the balance due and payable to the County Treasurer by 5:00 p.m. within five (5) business days from the day of the sale."

From: http://www.webercountyutah.gov/Clerk_Auditor/tax_sale.php

Property Tax Sale Cautions

From Utah County:

"**What ownership rights are granted with a Tax Deed?** County Ordinance 21-5-14. Disclaimers by the County with respect to Sale Procedures and Actions. (a) **Properties sold during the annual real property tax sale shall be conveyed by Tax Deed. This form of deed is not a warranty deed.** The County makes no representations as to the title conveyed, nor as to the purchaser's right of possession of the property. Similarly, the County makes no warranties or representations as to whether the property is buildable or developable, nor does the County make any representations regarding whether the property complies with applicable zoning regulations. **The County does not warrant or represent that any property purchased during the Tax Sale is habitable or in any particular condition.** The County also makes no warranties or representations regarding the accuracy of the assessment of the property or the accuracy of the description of the real estate or improvements thereon. **Any bidder who wishes to understand exactly what will happen when a Tax Deed is issued by the county for a specific property must consult their own legal counsel** or title company. No employee or elected official of Utah County can provide any type of legal or non-legal advice related to the tax sale. Any information given by phone, mail, or email that conveys information beyond the scope of the procedures of the tax sale will be considered the unqualified personal opinion of the individual and does not officially represent the county's position."

from: <https://www.utahcounty.gov/Dept/auditor/taxadmin/taxsale/formsfaqs.html>

From Weber County:

- "Weber County makes no warranties or representations as to the title or other attributes of the property. If you purchase property, you do so at your own risk.
- For example, the County does not guarantee or represent:
 1. That the property will not be subject to later redemption by the IRS or other governmental agency;
 2. That the property is not involved in current litigation or won't be involved in future litigation;
 3. That the property is suitable for habitation, building, or development;
 4. That the property complies with zoning laws;
 5. That the assessment or description of the property is accurate; or
 6. Anything else. You buy at your own risk.

It is extremely important for each bidder to research the property. The addresses listed on the tax sale list are the property owner's mailing address and not necessarily the property address. The below links are provided for help in researching parcels."

From: http://www.webercountyutah.gov/Clerk_Auditor/tax_sale.php

Notice Requirements Jordan v. Jensen, 2017

- Unless the County gives proper notice to interested parties, the tax sale does not cut off lien holder rights.
- Title insurance underwriters require a quiet title action after a tax sale.
- A summary of Jordan v. Jensen can be found here: <https://www.cbclaw.com/Newsletters/Going-Once-Twice-Sold-Maybe-Getting-Title-To-Property-From-A-Tax-Sale-In-Utah-May-2017.shtml>

#2004-212

Farmington, Utah
June 15, 2004

A regular meeting of the Board of County Commissioners of Davis County, Utah (the "County"), was held on Tuesday, the 15th day of June, 2004, at the hour of 10:00 a.m. at the regular meeting place of said Commission, at which meeting there were present and answering roll call, either personally or electronically, the following members who constituted a quorum:

Dannie R. McConkie	Commission Chair (Telephonic)
Carol R. Page	Commissioner Pro-Tem
Michael J. Cragun	Commissioner

Also present.

Steve S. Rawlings	County Clerk
-------------------	--------------

Absent:

After the meeting had been duly called to order, and after other matters not pertinent to this resolution had been discussed, the Clerk presented to the County Commission a Certificate of Compliance with Open Meeting Law with respect to this June 15, 2004 meeting, a copy of which is attached hereto as Exhibit "A."

The following resolution was then introduced in written form, and after full discussion of the matter, pursuant to motion made by Commissioner Michael J. Cragun and seconded by Commissioner Dannie R. McConkie, was adopted by the following vote:

Aye:

Dannie R. McConkie
Carol R. Page
Michael J. Cragun

2017602 3623 P 1144
 RICHARD T. MALISHAN, DAVIS CNTY RECORDER
 2004 SEP 14 4:35 PM FEE .00 DEP MEC
 REC'D FOR SOUTH DAVIS RECREATION DIST

Nay:



STATE OF UTAH)
 COUNTY OF DAVIS) SS
 I, THE UNDERSIGNED CLERK OF DAVIS COUNTY
 UTAH DO HEREBY CERTIFY THAT THE ANNEXED
 AND FOREGOING IS A TRUE AND FULL COPY OF
 AN ORIGINAL DOCUMENT ON FILE IN MY OFFICE
 AS SUCH CLERK

WITNESS MY HAND SEAL OF SAID OFFICE
 THIS 13 DAY OF September, 2004
 STEVE S. RAWLINGS, CLERK/AUDITOR
 BY: *[Signature]*

16Res/Establish SSD
June 14, 2004

ASSESSMENTS

- A levy against property in addition to the general taxes. Usually for improvements

4668309

ACCOMODATION

Recorded at Request of _____
at _____ M. Fee Paid \$ _____
by _____ Dep. Book _____ Page _____ Ref.: _____
Mail tax notice to Charles E. Shafter, Address 241 North Vine Street #804B
Salt Lake City, Utah 84103

WARRANTY DEED

CHARLES E. SHAFTER, SURVIVING TRUSTEE OF THE CHARLES E. SHAFTER FAMILY TRUST
of SALT LAKE, County of SALT LAKE, State of Utah, hereby
CONVEY and WARRANT to CHARLES HAROLD SHAFTER, PEGGY ANTONETTE MASSEY AND
JOSEPH WAYNE SHAFTER, AS JOINT TENANTS

of SALT LAKE _____ grantee
for the sum of _____
DOLLARS,
County, _____
the following described tract of land in
State of Utah: _____
TEN AND NO/100
AND OTHER GOOD AND VALUABLE CONSIDERATION

UNIT NO. 904B, ZION SUMMIT CONDOMINIUM, A CONDOMINIUM VALIDLY FORMED UNDER
THE UTAH CONDOMINIUM OWNERSHIP ACT IN FEE, TOGETHER WITH A .00437% UNDIVIDED
INTEREST IN THE COMMON AREAS AND FACILITIES ACCORDING TO THE OFFICIAL PLAT
ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, ALSO
PARKING STALL NO. PWA 24 AND STORAGE LOCKER NO. SWA 179 AS SET FORTH AND
DESCRIBED IN THAT CERTAIN DECLARATION RECORDED JANUARY 13, 1977 AS ENTRY
NO. 2997848 IN BOOK 4437 PAGE 1209 OF OFFICIAL RECORDS.
TOGETHER WITH EXTRA PARKING STALL NO. PWA 25 WITH A .00057% UNDIVIDED
INTEREST IN AND TO THE COMMON AREAS AND FACILITIES.

ACCOMODATION

of SALT LAKE

TEN AND NO/100
AND OTHER GOOD AND VALUABLE CONSIDERATION

the following described tract of land in
State of Utah:

grantee
for the sum of
DOLLARS,

County,

UNIT NO. 904B, ZION SUMMIT CONDOMINIUM, A CONDOMINIUM VALIDLY FORMED UNDER
THE UTAH CONDOMINIUM OWNERSHIP ACT IN FEE, TOGETHER WITH A .00437% UNDIVIDED
INTEREST IN THE COMMON AREAS AND FACILITIES ACCORDING TO THE OFFICIAL PLAT
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DESCRIBED IN THAT CERTAIN DECLARATION RECORDED JANUARY 13, 1977 AS ENTRY
NO. 2997848 IN BOOK 4437 PAGE 1209 OF OFFICIAL RECORDS.
TOGETHER WITH EXTRA PARKING STALL NO. PWA 25 WITH A .00057% UNDIVIDED
INTEREST IN AND TO THE COMMON AREAS AND FACILITIES.

SUBJECT TO A LIFE ESTATE IN FAVOR OF CHARLES E. SHAFTER AND NORMA G. SHAFTER.

LIFE ESTATE

A life estate in real property is a legal arrangement where an individual, known as the life tenant, has the right to use and enjoy the property for the duration of their life. Upon the death of the life tenant, the property passes to another person or entity, known as the remainderman.

WHEN RECORDED MAIL TO:
Charles Harold Shafter

10289279
11/30/2007 3:14:00 PM \$14.00
Book - 9543 Pg - 2601-2603
Gary W. Ott
Recorder, Salt Lake County, UT
BACKMAN TITLE SERVICES
BY: eCASH, DEPUTY - EF 3 P.

AFFIDAVIT OF DEATH

CHARLES HAROLD SHAFTER, BEING FIRST DULY SWORN
DEPOSES AND SAYS,

THAT HE IS THE SON OF CHARLES E. SHAFTER DECEASED. THAT HE
KNOWS OF HIS OWN KNOWLEDGE THAT CHARLES ERDMAN SHAFTER
AS NAMED IN ATTACHED CERTIFICATE OF DEATH, WAS ONE AND THE
SAME PERSON AS CHARLES E. SHAFTER AS GRANTEE IN THAT CERTAIN
WARRANTY DEED RECORDED ON AUGUST 26, 1988 AS ENTRY NO. 4668309
BOOK 6059 AND PAGE 159 OF OFFICIAL RECORDS, ON THE FOLLOWING
DESCRIBED PROPERTY:

SEE ATTACHED LEGAL

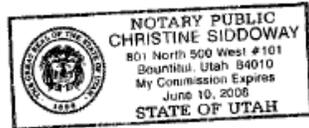
PACEL NO. 08-36-438-163

Charles Harold Shafter
CHARLES HAROLD SHAFTER

STATE OF UTAH
COUNTY OF DAVIS

ON THE 28TH DAY OF NOVEMBER 2007 PERSONALLY APPEARED BEFORE
ME CHARLES HAROLD SHAFTER WHO DULY ACKNOWLEDGE TO ME THAT
SHE EXECUTED THE SAME.

[Signature]
NOTARY PUBLIC



MAIL TAX NOTICE TO
Dwight Cook
241 North Vine St #904W
Salt Lake City, UT 84103

10289283
11/30/2007 3:14:00 PM \$14.00
Book - 9543 Pg - 2612-2614
Gary W. Ott
Recorder, Salt Lake County, UT
BACKMAN TITLE SERVICES
BY: eCASH, DEPUTY - EF 3 P.

Warranty Deed

Order No. 5-033229

Charles Harold Shafter, Peggy Antonette Massey and Joseph Wayne Shafter, all as joint tenants
of Salt Lake City, County of Salt Lake, State of UTAH, Grantor, hereby CONVEY and WARRANT to
Dwight Cook

of Salt Lake City, County of Salt Lake, Grantee for the sum of Ten Dollars and Other Good and Valuable
Consideration the following described tract(s) of land in Salt Lake, State of UTAH:

SEE ATTACHED LEGAL DESCRIPTION.

Parcel No.: 08-36-438-163

SUBJECT TO: County and/or City Taxes not delinquent; Bonds and/or Special Assessments not delinquent and
Covenants, Conditions, Restrictions, Rights-of-Way, Easements, and Reservations now of Record

WITNESS, the hand(s) of said Grantor(s), this 28th of November AD., 2007

Signed in the Presence of:

Joseph Wayne Shafter
Joseph Wayne Shafter
By Charles Harold Shafter
his attorney in fact

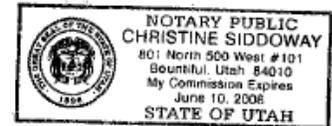
Charles Harold Shafter
Charles Harold Shafter
Peggy Antonette Massey By Charles Harold Shafter
Peggy Antonette Massey his attorney in fact

STATE OF Utah)
County of Davis) SS.

The foregoing instrument was acknowledged before me this 28th day of November, 2007
By Charles Harold Shafter, Peggy Antonette Massey and Joseph Wayne Shafter

[Signature]
Notary Public
My Commission Expires:

Residing at:



Financing Statement

Financing Statement: Obtain and record a UCC-3 Termination to remove a UCC-1 Financing Statement. If the UCC-1 Financing Statement is not being paid off and removed, obtain and record a subordination.

12. OBTAIN A TERMINATION of Financing Statement:

Debtor: Ricky Kailiponi

Secured Party: Loanpal, LLC

Recorded: November 17, 2020

Entry No.: 3102054



W3102054

Record at the request of and when recorded return to: Loanpal, LLC

EH 3102054 PG 1 OF 2
LEARN H KILTS, WEBER COUNTY RECORDER
17-NOV-20 214 PM FEE \$40.00 BEP THU
REC FOR: LOANPAL

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)
filings@loanpalsupport.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Loanpal, LLC
PO Box # 981440
El Paso, TX 79998-1440

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME

OR

1b. INDIVIDUAL'S SURNAME Kailiponi	FIRST PERSONAL NAME Ricky	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
---------------------------------------	------------------------------	-------------------------------	--------

1. Soft Water Systems
2. Restaurant Equipment
3. Solar Power Systems

3c. MAILING ADDRESS 8781 Sierra College Boulevard	CITY Roseville	STATE CA	POSTAL CODE 95746	COUNTRY USA
--	-------------------	-------------	----------------------	----------------

4. COLLATERAL: This financing statement covers the following collateral:

All of the debtor's right, title and interest in the Photovoltaic Solar Energy Equipment or Energy Storage/ Battery Equipment (If any), including but not limited to rooftop solar panels, solar roofing materials, wall mounted batteries, stand alone batteries, inverters, cables and wires, support brackets, roof mounted or ground mounted racking systems, related equipment, and additions or replacements of the same. In addition, the security interest includes all warranties issued with respect to the referenced collateral.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, Item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility Agricultural Lien Non-UCC Filing

6b. Check only if applicable and check only one box:
 Seller/Buyer Bailee/Ballor Licensee/Licenser

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Ballor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:
Acct # 2007029778

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S SURNAME
Kailiponi

FIRST PERSONAL NAME
Ricky

ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
----------------------	------	-------	-------------	---------

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

Ricky Kailiponi

16. Description of real estate:

County of: WEBER
Address of Real Estate: 1617 Childs Ave, Ogden, UT, 84404

APN: 030210025
PART OF LOT 24, BLOCK 7, OGDEN FIVE ACRE PLAT "A", OGDEN CITY, WEBER COUNTY, UTAH; BEGINNING AT A POINT 586 FEET EAST ALONG THE SOUTH LINE OF LOT 23, BLOCK 7, AND 496 FEET NORTH 0D58' EAST FROM THE SOUTHWEST CORNER OF SAID LOT 23; THENCE NORTH 0D58'

17. MISCELLANEOUS:

Car Payment vs. Solar Panels

AutoSave Off Loan Amortization-Excel.xls - Compatibility Mode - Excel Search

File Home Insert Draw Page Layout Formulas Data Review View Help

Clipboard: Paste, Cut, Copy, Format Painter
Font: Book Antiqua, 10, Bold, Italic, Underline, Color, Background Color
Alignment: Wrap Text, Merge & Center
Number: \$, %, .00, .0
Styles: Conditional Formatting, Format as Table, Cell Styles
Cells: Insert, Delete, Format

Loan_Years: 6

Loan Amortization Schedule

Enter values	
Loan amount	\$ 21,500.00
Annual interest rate	3.99 %
Loan period in years	6
Number of payments per year	12
Start date of loan	9/1/2021
Optional extra payments	\$ -

Lender name:

Loan summary	
Scheduled payment	\$ 336.27
Scheduled number of payments	72
Actual number of payments	72
Total early payments	\$ -
Total interest	\$ 2,711.69

Car Payment vs. Solar Panels

Loan summary

Scheduled payment	\$	336.27
Scheduled number of payments		72
Actual number of payments		72
Total early payments	\$	-
Total interest	\$	 2,711.69

Car Payment vs. Solar Panels

AutoSave Off | Loan Amortization-Excel.xls - Compatibility Mode - Excel | Search

File Home Insert Draw Page Layout Formulas Data Review View Help

Clipboard: Paste, Cut, Copy, Format Painter | Font: Book Antiqua, 10, Bold, Italic, Underline, Color, Background Color | Alignment: Wrap Text, Merge & Center | Number: \$, %, .00, .0 | Styles: Conditional Formatting, Format as Table, Cell Styles | Cells: Insert, Delete, Format

Loan_Years: 20

Loan Amortization Schedule

Enter values	
Loan amount	\$ 21,500.00
Annual interest rate	15.00 %
Loan period in years	20
Number of payments per year	12
Start date of loan	9/1/2021
Optional extra payments	\$ -

Lender name:

Loan summary	
Scheduled payment	\$ 283.11
Scheduled number of payments	240
Actual number of payments	240
Total early payments	\$ -
Total interest	\$ 46,446.34

Car Payment vs. Solar Panels

Loan summary

Scheduled payment	\$	283.11
Scheduled number of payments		240
Actual number of payments		240
Total early payments	\$	-
Total interest	\$	 46,446.34



RC Willey®

ELECTRONICS

FURNITURE



RC Willey.

APPLIANCES

8340

WHEN RECORDED, MAIL TO:
TODD PEDERSEN and
ANDREA PEDERSEN
1014 North 1280 East
Orem, UT 84097

ENT90852:2021 PG 1 of 2
Andrea Allen
Utah County Recorder
2021 May 14 09:58 AM FEE 40.00 BY MG
RECORDED FOR Utah First Title Insurance Agency
ELECTRONICALLY RECORDED

Right of First Refusal

RIGHT OF FIRST REFUSAL

This Right of First Refusal is dated this 13th day of May, 2021 and made by THE JONES

Pursuant to the Real Estate Purchase Contract dated April 30, 2021, specifically Addendum 1 to said Contract, **TODD PEDERSEN and ANDREA PEDERSEN**, was granted a first right of refusal on the property located at 1387 East 1160 North, Orem, UT 84097. In the event Buyer wishes to sell or transfer the Lot prior to constructing a home on the Lot, the Seller or its assignee shall have the option to purchase said Lot at a purchase price of 5% per annum above the initial purchase price of the Lot when sold by Seller. Any attempt to sell the Lot without waiver of the right of first refusal by the Seller shall be wholly null and void, and shall confer no title or interest whatsoever upon any purchaser; provided, however, any deed may be validated by subsequent approval by the Seller in the event of a sale without prior approval as herein provided. Said Right of First Refusal is still in effect and enforceable.

North 68°17'30" East 19.99 feet; thence North 18°07'53" West 20.00 feet more or less to 1160 North Street (Windsor Court); thence along the arc of a 45.00 foot radius curve to the left 26.82 feet (chord bears North 54°47'47" East 26.42 feet to the point of beginning.

Tax I.D. No. 36-868-0013 as to Parcel 1 and 65-367-0002 as to Parcel 2

This document is being executed for recording purposes.

5. Porter does hereby grant back to Miles a right of first refusal to purchase the Property strictly in accordance with the following terms and conditions. In the event that Porter hereafter desires to sell the property Miles shall have a first right of refusal to buy the property on the express terms and conditions set forth below:

- a. Before selling the property (or any part thereof) Porter shall give written notice (herein the "Notice") to Miles of Porter's intention to sell the Property, and the terms and conditions of the proposed sale, including the name or names of the party or parties to whom Porter proposes to sell the Property, the proposed date of the sale, the consideration to be paid (the "Payment"), the terms of payment of such consideration, and such other matters as Porter deems relevant.
- b. Within fifteen (15) business days after Porter has mailed the Notice by certified mail to Miles, Miles shall have the right, but not the obligation, to notify Porter that Miles will purchase the Property for the consideration specified and on the exact terms and conditions set forth in the Notice. Any exercise by Miles of its right under this subsection (b) shall be in writing.
- c. If Miles shall not have notified Porter in writing within the mandated fifteen (15) business day period that Miles will purchase the Property, then Miles's right to purchase the Property, as herein provided for, shall terminate and forever expire and Porter shall be free to sell the Property to the party or parties listed in the Notice and on the exact terms and conditions specified in the Notice. Porter shall not sell the Property, however, to a party or on terms and conditions differing substantially from those specified in the Notice without first giving a new notice and opportunity to Miles to purchase the Property.
- d. If Miles shall notify Porter in writing within the mandated fifteen (15) business day period that Miles will purchase the Property, then Porter will sell the Property to Miles and Miles will purchase the Property from Porter upon the exact terms and conditions specified in the Notice.

6. This Right of First Refusal shall expire upon the earlier of the death of Miles or the date in which Miles no longer owns a direct or indirect interest in said adjacent parcel to the Property.

Right of First Refusal

Recording requested by (name):
Daniel and Lisa McKeon

When recorded mail to
and mail tax statements to:
Daniel McKeon

510 South 130 West

Orem, Utah 84058



ENT 10699:2020 PG 1 of 2
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Jan 28 10:34 am FEE 40.00 BY MA
RECORDED FOR MCKEON, DANIEL

Recorder's Use Only

HOMESTEAD DECLARATION

Serial/Parcel Number:

52:350:0001

We, Daniel C. McKeon and Lisa L. McKeon, do hereby certify and declare as follows:

1. Under Utah Code § 78B-5-504 we are entitled to an exemption with regard to the property located in the City of Orem, County of Utah, State of Utah, commonly known as (street address): 510 South 130 West, Orem, Utah 84058, a dwelling structure together with outbuildings and the land upon which they are situated and all improvements and appurtenances thereto, and more particularly described as follows (legal description): LOT 1, PLAT O, STONEWOOD SUB AREA 0.206 AC.

2. We are married spouses.

3. We are each the declared homestead owner of the above-declared homestead and neither of us has previously filed a declaration of homestead regarding the above property.

3. We declare that we are joint owners with an undivided 100% interest in and to the above property.

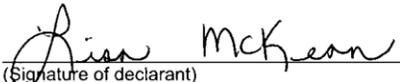
4. The estimated cash value of the homestead is \$589,900.00.

5. We claim an exemption in the amount of \$84,000.00 as a married couple. Determination of value of the homestead include dependents Daniel L. McKeon, age 67, and Lisa McKeon, age 56, who both reside at 510 South 130 West, Orem, Utah 84058.

6. The above-declared homestead is our principal dwelling. We are currently residing on that declared homestead.

The facts as stated in this Homestead Declaration are known to be true as of my own personal knowledge.

Date: 1-27-20


(Signature of declarant)
Lisa McKeon
Print Name

Homestead Declaration

(2) (a) An individual is entitled to a homestead exemption consisting of property in this state in an amount not exceeding:(i) \$5,000 in value if the property consists in whole or in part of property that is not the primary personal residence of the individual; or
(ii) \$42,000 in value if the property claimed is the primary personal residence of the individual.

(b) If the property claimed as exempt is jointly owned, each joint owner is entitled to a homestead exemption, except that:(i) for property exempt under Subsection (2)(a)(i), the maximum exemption may not exceed \$10,000 per household; or (ii) for property exempt under Subsection (2)(a)(ii), the maximum exemption may not exceed \$84,000 per household.

(c) A person may claim a homestead exemption in either or both of the following: (i) one or more parcels of real property together with appurtenances and improvements; or (ii) a mobile home in which the claimant resides.

(d) A person may not claim a homestead exemption for property that the person acquired as a result of criminal activity.

<https://le.utah.gov/xcode/Title78B/Chapter5/78B-5-S503.html>

Homestead Exemptions do not protect against:

1. Statutory Liens for taxes and Assessments
2. Security Instruments (Deeds of Trust)
3. Child Support

ENT 63881 BK 4682 PG 481
RANDALL A. COUINGTON
UTAH COUNTY RECORDER
1998 Jun 25 3:05 pm FEE 10.00 BY JRD
RECORDED FOR APOSTOLIC UNITED BROTHERS

Life Estate

Recorded at Request of The Communities of the Apostolic United Brethren
at M. Fee Paid \$

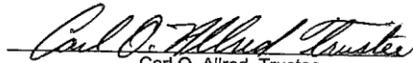
By Dep. Book Page
Ref.

Mail tax notice to: CAUB
1236 West 16580 South
Bluffdale, UT 84065

QUIT CLAIM DEED

The Communities of the Apostolic United Brethren, a Utah corporation, of Bluffdale, Salt Lake County, State of Utah hereby Quit-Claims to Corp. of the Presiding Elder of the Apostolic United

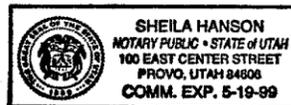
The Communities of the Apostolic United Brethren, a Utah corporation, of Bluffdale, Salt Lake County, State of Utah hereby Quit-Claims to Corp. of the Presiding Elder of the Apostolic United Brethren, a Utah Corporation, all Rights, Title, and Interest in said property **reserving, however, a Life Estate in favor of Eula Thompson,** and none other, until her death, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described tract of land in Utah county, State of Utah:


Carl O. Allred, Trustee

STATE OF UTAH)
)SS
COUNTY OF UTAH)

On the twenty-fifth day of June, A.D. one thousand nine hundred ninety-eight, personally appeared before me, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.


NOTARY PUBLIC



Mail Tax Notice To:
Rachael Lee Mathews
9484 North Elk Ridge Drive
Eagle Mountain, Utah 8400

ENT 102709 : 2021 PG 1 of 2
Andrea Allen
Utah County Recorder
2021 Jun 03 02:14 PM FEE 40.00 BY CS
RECORDED FOR Eagle Pointe Title Insurance Agent
ELECTRONICALLY RECORDED

TERMINATION OF LIFE ESTATE

The undersigned Lynn Thompson, (hereinafter "Affiant"), being first duly sworn, deposes and says that Eula Thompson, also known as Eula J. Thompson, (hereinafter "Decedent"), died on, March 12, 2017, as witnessed and evidenced by the Certificate of Death attached hereto as Exhibit "A".

Affiant further declares that Decedent had a Life Estate in the real property located in Utah County, State of Utah, at, 9484 North Elk Ridge Drive, more particularly described as follows:

ALL OF LOT 118, MEADOW RANCH SUB., PLATT ONE, EAGLE MOUNTAIN, AS RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, STATE OF UTAH.

TAX ID NUMBER: 46-489-0118.

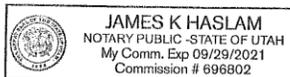
The Life Estate in the Real Property was created by a Warranty Deed, dated June 25, 1998 and recorded June 25, 1998, as Entry Number 63881, in Book 4682 at Page 481, of the official records of the Utah County Recorder, and the Life Estate in the real property has terminated by reason of Decedent's death.


LYNN THOMPSON
AFFIANT

STATE OF UTAH
COUNTY OF UTAH

} :ss.

On the 2nd day of June, 2021, personally appeared before me Lynn Thompson, the signer of the foregoing instrument, who duly acknowledged that the statements contained herein are true and that he executed the same.




Notary Public

My Commission Expires: 9/29/21 Residing at: Cedar, Utah

STATE OF UTAH CERTIFICATION OF VITAL RECORD

CERTIFICATE OF DEATH

State File Number: 2017003785

Eula J Thompson ENT 102709 : 2021 PG 2 of 2

DECEDENT INFORMATION

Date of Death:	March 12, 2017	Time of Death:	14:30
City of Death:	Eagle Mountain	County of Death:	Utah
Age:	78	Date of Birth:	November 20, 1938
Place of Birth:	Holladay, Utah	Sex:	Female
Armed Services:	No	Marital Status:	Widowed
Spouse's Name:		Usual Occupation:	Homemaker
Industry/Business:	Own home	Education:	9th Through 12th Grade
Residence:	Eagle Mountain, Utah	Parent or Father:	Joseph Lyman Jessop
Parent or Mother:	Beth Allred	Facility Type:	Home
Facility or Address:	9397 Shiloh Way		

INFANT INFORMATION

Name:	Lynette Spencer	Relationship:	Daughter
Mailing Address:	HC Box 171, Rocky Ridge, Utah 84645		

DISPOSITION INFORMATION

Method of Disposition:	Burial
Place of Disposition:	Rock Ridge Cemetery, Rocky Ridge, Utah
Date of Disposition:	March 18, 2017

FUNERAL HOME INFORMATION

Funeral Home:	Anderson Funeral Home
Address:	94 West 300 North, Nephi, Utah 84648
Funeral Director:	Steven M Anderson

MEDICAL CERTIFICATION

Medical Professional: Don P Allred DO, Riverton Family Health Center, 1756 West Park Avenue, Riverton, Utah 84065

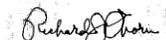
CAUSE OF DEATH

Myocardial Infarction [Onset: 7 Days]
Due to (or as a consequence of): Hypertension [Onset: 15 Years]
Due to (or as a consequence of): Hyperlipidemia [Onset: 30 Years]
Due to (or as a consequence of): Coronary Atherosclerosis [Onset: 15 Years]
Other significant conditions: Cerebrovascular Disease
Tobacco Use: Non-user
Medical Examiner Contacted: No Autopsy Performed: No Manner of Death: Natural

Date Registered: March 14, 2017
Date Issued: March 14, 2017

This is an exact reproduction of the facts registered in the Utah State Office of Vital Records and Statistics.
Security features of this official document include: High Resolution Border, V & R Images in top cycloids, and microtext.
This document displays the date, seal, and signature of the Utah State Registrar of Vital Records and Statistics.




Richard J. Oborn, MPA
State Registrar



065373110


Ralph Clegg, EHS, MPA
Executive Director
Utah County Health
Department



CC&R's (& R's)

- Covenants
- Conditions
- & Restrictions
- & Reservations

Reservations

RETURNED
SEP 14 2005

mw 25 411-2w

2105258 BK 3870 PG 417
E 2105258 B 3870 P 417-418
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/14/2005 10:54 AM
FEE \$12.00 Pgs: 2
DEP PT REC'D FOR FOUNDERS TITLE CO
MPANY Property #513-7160

SPECIAL WARRANTY DEED

BK 3870 PG 418



CORPORATION OF THE PRESIDING BISHOP
OF THE CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS, a Utah corporation sole

Subject to easements, rights-of-way, reservations, conditions, restrictions, covenants and taxes and assessments of record or enforceable in law or equity.

The Grantor specifically reserves and excepts unto itself all water rights, minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds whether in solid, liquid, or gaseous form, and all steam and other forms of thermal energy on, in, or under the above-described land provided that the Grantor does not reserve the right to use the subject property or extract minerals or other substances from the subject property above a depth of 500 feet, nor does the Grantor reserve the right to use the surface of the subject property in connection with the rights reserved herein.

64 East 6400 South, #100
Murray, UT 84107

RESTRICTIONS

ENT 93858 BK 3586 PG 215
NINA B REID UTAH CO RECORDER BY BT
1994 DEC 12 4:41 PM FEE 12.00
RECORDED FOR MERIDIAN TITLE

WHEREAS, the undersigned is the legal record owner of the following described property:

Parcel No. 1.

The East One-Half of the north One-Half of the Southeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 20, Township 4 South, Range 2 East, Salt Lake Base and Meridian; and,

The East One-Half of the South One-Half of the Southeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 20, Township 4 South, Range 2 East, Salt Lake Base and Meridian.

WHEREAS, the undersigned desired to establish a restriction which will run with the land for the benefit and in favor of the legal record owners of the following described property:

Restrictions

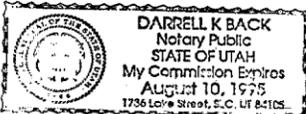
PARCEL NO. 1 above being owned by the undersigned, shall hereinafter be restricted to the construction of only one (1) residence. This restriction will run with the land, said restriction can be removed or modified with the unanimous consent of the legal record owners of Parcel No. 2 above. The conditions and stipulations contained in Exhibit "B", attached hereto, shall be made apart hereof.

IN WITNESS, WHEREOF, the parties have signed this Restriction this 9th day of December, 1994.

Bruce K. Tobian
Bruce K. Tobian

STATE OF UTAH)
COUNTY OF UTAH) :ss

The foregoing instrument was signed and acknowledged before me this 9th day of December, 1994, by Bruce K. Tobian, who proved his identity by written documentation in the form of Drivers License



Darrell K. Back



W2837923

E# 2837923 PG 1 OF 3
Leann H. Kitts, WEBER COUNTY RECORDER
20-Jan-17 0446 PM FEE \$14.00 DEP JC
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

WHEN RECORDED MAIL TO:
STATE OF UTAH, OLENE WALKER
HOUSING TRUST FUND
1385 South State Street, 4th Floor
Salt Lake City, Utah 84115

CT- 87511-AM

Space Above This Line Is For Recorder's Use

LOAN NO: WHP1606

DEED RESTRICTION

THIS DEED RESTRICTION (the "Restriction") is made and effective as of the 20th day of JANUARY, 2017 by AMBERLEY PROPERTIES II, L.L.C., a Utah limited liability company, (the "Borrower"), for the benefit of the OLENE WALKER HOUSING LOAN FUND, (the "State"). For good and valuable consideration, Borrower hereby agrees as follows for the benefit of the State:

A. PROPERTY ENCUMBERED. The restriction shall be recorded against that certain real property located in WEBER COUNTY, State of Utah, as more fully described as follows:

LEGAL DESCRIPTION:

PARCEL 1:

A part of Lots 2 and 3, Block 13, Plat "A", Ogden City Survey: Beginning at a point 16 rods and 12 feet East of the Southwest corner of said Lot 2, and running thence North 140 feet; thence East 17 feet; thence South 20 feet; thence East 37 feet; thence South 120 feet; thence West 54 feet to the place of beginning.
EXCEPTING the East 10 feet thereof used for right-of-way purposes.

PARCEL 2:

Part of Lots 2 and 3, Block 13, Plat "A", Ogden City Survey: Beginning at a point 10 rods East of the Southwest corner of said Lot 2, and running thence North 16 rods; thence East 77.5 feet; thence South 124 feet to a point 140 feet North of the South line of said Lot 2; thence East 33.5 feet; thence South 140 feet; thence West 111 feet to the place of beginning.

PARCEL 3:

Part of Lot 10, Block 2, Plat "A", Ogden City Survey: Beginning at the Northeast corner of said Lot 10, and running thence West 103 feet; thence South 132 feet; thence East 103 feet; thence North 132 feet to the place of beginning.

TOGETHER WITH 12.5 feet of vacated Jefferson Avenue abutting on the East.

Tax Parcel Nos.: 01-011-0007; -0008; 01-002-0051;

Subject Property is also known by property addresses: 536, 526 and 579 East 27th Street, Ogden, UT 84403.

B. NATURE OF RESTRICTION:

- (1) All Olene Walker Housing Loan Fund monies must be used to assist families whose annual incomes do not exceed 80 percent of the median family income for the area as determined by HUD, with adjustments based on family size. In addition, at least 90 percent of Olene Walker Housing Loan Fund monies used for rental housing must be used to assist families whose annual incomes do not exceed 60 percent of the median family income for the area as determined by HUD

Deed Restrictions

E# 2837923 PG 2 OF 3

- (2) Rental housing will qualify as affordable only if the project:
 - (a) has at least 20 percent of the Olene Walker Housing Loan Fund assisted rental units occupied by families who have annual incomes that are 50 percent or less of median income as defined by HUD. These units must sustain the Low rents as described in the following section.
 - (b) has at least 70 percent of the Olene Walker Housing Loan Fund assisted rental units occupied by families who have annual incomes that are 60 percent or less of median income as defined by HUD. These units must sustain the High rents as described in the following section.
 - (c) has the remainder of the Olene Walker Housing Loan Fund assisted rental units occupied by families who have annual incomes that are 80 percent or less of median income as defined by HUD. These units also must sustain the High rents as described in the following section.
- (3) Every Olene Walker Housing Trust Fund assisted unit is subject to rent limitations designed to ensure that rents are affordable to low and very low income people. These maximum rents are to be referred to as HOME rents. There are four HOME rents established for projects: High HOME rents and Low HOME rents.
 - (a) High HOME rents: 80% of HOME assisted rental units must have rents that are the lesser of: The Section 8 Fair Market Rents (FMR's) or area-wide exception rents for existing housing minus tenant paid utilities OR rents which are 30% of adjusted income for households at 65% of median income minus tenant paid utilities;
 - (b) Low HOME rents: 20% of HOME assisted units must have rents which equal 30% of annual income for households at 50% of median income minus tenant paid utilities.
- (4) In projects where Low Income Housing Tax Credits are part of the financing, two sets of rent rules apply:
 - (a) Qualified tax credit units must not exceed tax credit rent limits, while HOME-assisted units must meet HOME rent requirements. If a unit is being counted under both programs, the stricter rent limit applies.
 - (1) Low HOME rent units are subject to the lower of the Low HOME rent and the tax credit rent (usually the tax credit rent).
 - (2) High HOME rent units are subject to the lower of the High HOME rent and the tax credit rent (usually the tax credit rent).
 - (b) When tenants receive additional subsidy through rental assistance programs such as Section 8, additional requirements apply.
 - (1) Under tax credit rules, if the rental assistance program rent limit exceeds the tax credit rent, the unit rent may be raised to the higher limit as long as tenants pay no more than 30 percent of their adjusted monthly income for housing costs.
 - (2) HOME allows the rent to be raised to the rental assistance program limit only if the tenant pays no more than 30 percent of adjusted income, the subsidy is project-based (not tenant-based), and tenant's income is less than 50 percent of the area median income.
 - (3) In a joint tax credit/HOME-assisted unit, the stricter HOME requirements would apply.

C. ADDITIONAL RESTRICTIONS

Borrower agrees that the property will have EIGHT (8) LIH-assisted units on a floating basis, that will consist of FOUR (4) studio units, and TWO (2) one-bedroom units. In addition, Borrower agrees that the Project will have THREE (3) units set aside for CHRONICALLY MENTALLY ILL as previously approved.

A separate agreement with each agency serving the Special Needs Population must be executed between Borrower and the appropriate agency.

The Borrower agrees to contact each agency when a vacancy occurs; if ZERO (0) units are not occupied by Special Needs tenants. In the event that the agencies do not have a qualified client who can fill a unit when it becomes vacant, the unit can be rented to a non-special needs tenant.

D. NONCOMPLIANCE WITH DEED RESTRICTION

If Borrower is found to be out of compliance with this Deed Restriction, the STATE has the option to call the Note due and payable in full.

E# 2837923 PG 3 OF 3

E. TERM

This restriction shall run with the title to the Property and shall be binding upon the successors, assigns, and beneficiaries of the parties. The term of the restriction shall run from the date of execution hereof and remain in effect during the period of affordability under Section 92.252 or Section 92.254 of 24 CFR Part 92 (HOME Investment Partnership Program) as amended from time to time, as applicable, or until the Trust Deed Note of like date is paid in full, whichever is later (the "Affordability Period"). Upon such occurrence, this restriction shall automatically terminate without need for any other documentation, notice or recorded material. Nevertheless, Borrower and the State shall promptly cooperate together and take the actions and sign the documents that either of them deems necessary to terminate the Restriction and remove all record thereof from the title of the Property.

Dated this 20th day of JANUARY, 2017.

AMBERLEY PROPERTIES II, L.L.C., a Utah limited liability company,
("Borrower")

By: Marion Willey
Western Region Nonprofit Housing Corporation, a Utah
nonprofit corporation
Its: Managing Member

By: Marion Willey
Notary Public, President

STATE OF UTAH)

COUNTY OF SALT LAKE)

On the 20th day of JANUARY, 2017, personally appeared before me, Marion Willey, being duly sworn by me, said that he is the President of Western Region Nonprofit Housing Corporation, Managing Member of Amberley Properties II, L.L.C., a Utah limited liability company, and that the attached instrument was signed on behalf of said Company, and said person acknowledged to me that said executed the same.

Notary Public



Deed Restrictions

- (2) Rental housing will qualify as affordable only if the project:
 - (a) has at least 20 percent of the Olene Walker Housing Loan Fund assisted rental units occupied by families who have annual incomes that are 50 percent or less of median income as defined by HUD. These units must sustain the Low rents as described in the following section.
 - (b) has at least 70 percent of the Olene Walker Housing Loan Fund assisted rental units occupied by families who have annual incomes that are 60 percent or less of median income as defined by HUD. These units must sustain the High rents as described in the following section.
 - (c) has the remainder of the Olene Walker Housing Loan Fund assisted rental units occupied by families who have annual incomes that are 80 percent or less of median income as defined by HUD. These units also must sustain the High rents as described in the following section.
- (3) Every Olene Walker Housing Trust Fund assisted unit is subject to rent limitations designed to ensure that rents are affordable to low and very low income people. These maximum rents are to be referred to as HOME rents. There are four HOME rents established for projects: High HOME rents and Low HOME rents:
 - (a) High HOME rents: 80% of HOME assisted rental units must have rents that are the lesser of: The Section 8 Fair Market Rents (FMR'S) or area-wide exception rents for existing housing minus tenant paid utilities OR rents which are 30% of adjusted income for households at 65% of median income minus tenant paid utilities;
 - (b) Low HOME rents: 20% of HOME assisted units must have rents which equal 30% of annual income for households at 50% of median income minus tenant paid utilities.
- (4) In projects where Low Income Housing Tax Credits are part of the financing, two sets of rent rules apply:
 - (a) Qualified tax credit units must not exceed tax credit rent limits, while HOME-assisted units must meet HOME rent requirements. If a unit is being counted under both programs, the stricter rent limit applies.
 - (1) Low HOME rent units are subject to the lower of the Low HOME rent and the tax credit rent (usually the tax credit rent).
 - (2) High HOME rent units are subject to the lower of the High HOME rent and the tax credit rent (usually the tax credit rent).
 - (b) When tenants receive additional subsidy through rental assistance programs such as Section 8, additional requirements apply.
 - (1) Under tax credit rules, if the rental assistance program rent limit exceeds the tax credit rent, the unit rent may be raised to the higher limit as long as tenants pay no more than 30 percent of their adjusted monthly income for housing costs.
 - (2) HOME allows the rent to be raised to the rental assistance program limit only if the tenant pays no more than 30 percent of adjusted income, the subsidy is project-based (not tenant-based), and tenant's income is less than 50 percent of the area median income.
 - (3) In a joint tax credit/HOME-assisted unit, the stricter HOME requirements would apply.

C. ADDITIONAL RESTRICTIONS

Borrower agrees that the property will have EIGHT (8) LIH-assisted units on a floating basis, that will consist of FOUR (4) studio units, and TWO (2) one-bedroom units. In addition, Borrower agrees that the Project will have THREE (3) units set aside for CHRONICALLY MENTALLY ILL as previously approved.

A separate agreement with each agency serving the Special Needs Population must be executed between Borrower and the appropriate agency.

The Borrower agrees to contact each agency when a vacancy occurs; if ZERO (0) units are not occupied by Special Needs tenants. In the event that the agencies do not have a qualified client who can fill a unit when it becomes vacant, the unit can be rented to a non-special needs tenant.

D. NONCOMPLIANCE WITH DEED RESTRICTION

If Borrower is found to be out of compliance with this Deed Restriction, the STATE has the option to call the Note due and payable in full.

E. TERM

This restriction shall run with the title to the Property and shall be binding upon the successors, assigns, and beneficiaries of the parties. The term of the restriction shall run from the date of execution hereof and remain in effect during the period of affordability under Section 92.252 or Section 92.254 of 24 CFR Part 92 (HOME Investment Partnership Program) as amended from time to time, as applicable, or until the Trust Deed Note of like date is paid in full, whichever is later (the "Affordability Period"). Upon such occurrence, this restriction shall automatically terminate without need for any other documentation, notice or recorded material. Nevertheless, Borrower and the State shall promptly cooperate together and take the actions and sign the documents that either of them deems necessary to terminate the Restriction and remove all record thereof from the title of the Property.

"Very low-, low-, or moderate-income household" means a family with an income at or below 30 %, 50% or 80%, respectively, of the median income for the area, with the income limit adjusted for household size in accordance with the methodology of the applicable median income standard.

2. The lender is to be given the notice of any sale or refinancing of the Property that occurs prior to the end of the Retention Period.
3. In the event of a sale or refinancing of the Property prior to the end of the Retention Period, an amount equal to a pro rata share of the \$5,000.00 Direct Subsidy, reduced by 1/60 for every month the selling Owner owned the Property, shall be repaid to the Lender from any net gain realized upon the sale or refinancing of the Property after deduction for sales expenses, unless:
 - i. the Property was assisted with a permanent mortgage loan funded by an AHP subsidized advance;
 - ii. the Property is sold to a very low-, low-, or moderate-income household, or;
 - iii. following a refinancing, the unit continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism.

3. In the event of a sale or refinancing of the Property prior to the end of the Retention Period, an amount equal to a pro rata share of the \$5,000.00 Direct Subsidy, reduced by 1/60 for every month the selling Owner owned the Property, shall be repaid to the Lender from any net gain realized upon the sale or refinancing of the Property after deduction for sales expenses, unless:
- i. the Property was assisted with a permanent mortgage loan funded by an AHP subsidized advance;
 - ii. the Property is sold to a very low-, low-, or moderate-income household, or;
 - iii. following a refinancing, the unit continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism.

"Bank" means the The Federal Home Loan Bank of Des Moines ATTN: Community Investment Department 801 Walnut St Suite 200 Des Moines, IA 50309-3515.

"AHP" means the affordable housing program of the Bank.

"Direct Subsidy" means the amount funded by the Bank, in association with its AHP as prescribed by the applicable rules and regulations of the Federal Housing Finance Agency (FHFA), for the benefit of the prospective Owner and for the purpose of assisting such Owner in the purchase, construction, or rehabilitation of the property.



Title: Owner Printed Name

(Owner Acknowledgement)



Deed Restriction

WHEN RECORDED, RETURN TO:
Utah Community Federal Credit Union
360 W 4800 N
Provo, UT 84604
801-223-7640

ENT42437:2022 PG 1 of 2
Andrea Allen
Utah County Recorder
2022 Apr 05 10:49 AM FEE 40.00 BY AR
RECORDED FOR Utah Community Federal Credit Union
ELECTRONICALLY RECORDED

NOTICE OF RELEASE OF DEED RESTRICTION

KNOW ALL PERSONS: The undersigned, on behalf of **Utah Community Federal Credit Union**, hereby certifies and declares that the Deed Restriction recorded July 12, 2018, as Entry No. 65395:2018, records of the Utah County Recorder, in the State of Utah, is now terminated and released.

Name of the person against whom the Deed Restriction is filed: Colton Bussian

Address of the property against which the Deed Restriction is filed: 1217 W 160 N, Orem, Utah 84057

Also known as:

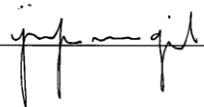
See Attached Legal Description

Assessor's Parcel No: 44-129-0019

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed; if the undersigned is a corporation, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of trustees.

DATE: April 5, 2022

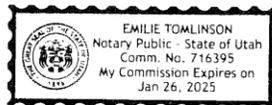
Utah Community Federal Credit Union

BY:  _____

State of

County of

On the 5 day of April, 2022, personally appeared before me Jennifer Serrano who being by me duly sworn, did say that she is the Real Estate Rep. of Utah Community Federal Credit Union, and that said instrument was signed in behalf of said Corporation by authority of its by laws (or by a resolution of its board of directors) and said UCCU acknowledged to me that said corporation executed the same.



Emilie Tomlinson _____

Notary Public

Notary Public for Utah: Emilie Tomlinson

Comm No. 716395

Commission Expires: January 26, 2025

Residing at: Provo, Utah

Release of Deed Restriction

Overview Table of Contents



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Send Us Your Feedback
We want to know what you think. Click here to share your feedback with Utah.gov!

What are my rights as a Homeowner in an HOA or COA?

The first step to understanding your rights in an association is to review your association's "governing documents." Governing documents include the declaration of covenants, conditions, and restrictions (commonly known as CC&Rs), articles of incorporation, bylaws, and rules of the association. Under law, homeowner associations are allowed to exercise the authority described in their governing documents. Homeowner rights vary by HOA/COA depending on what is in the HOA's/COA's governing documents.

All HOAs and COAs are required to register with the Department of Commerce. You can search to see if your association is registered here. For associations that are registered, you can find important information about the association including the names and contact information for the HOA's/COA's leadership. These individuals have access to your governing documents and must share them with you upon request. Utah Code §§ 57-8a-227(1)(a)(ii), 57-8-17(1)(a)(ii). You can also check with your local county recorder's office to obtain a copy of the CC&Rs and bylaws.

In addition to rights provided under your governing documents, you have rights under state law under either the Condominium Act or the Community Association Act, depending on if you live in a COA or

Utah HOA – Bill of Rights

<https://secure.utah.gov/hoa/overview/rights.html>

Distinctions between Parcels, Lots & Units

10-9a-103. Definitions.

- **Parcels:** "Parcel" means any real property that is not a lot. (*Including Metes & Bounds or City Survey*)
- **Lot:** "Lot" means a tract of land, regardless of any label, that is created by and shown on a subdivision plat that has been recorded in the office of the county recorder. *Subdivision, Cluster Subdivision, Planned Unit Development (PUD), Planned Residential Unit Development (PRUD)*

Lots are governed by the Community Association (Act 57-8a-102)

(5) "Common areas" means property that the association: (a) owns; (b) maintains; (c) repairs; or (d) administers.

57-8-3. Definitions

- **Units:** (40) (a) "Unit" means a separate part of the property intended for any type of independent use, which is created by the recording of a declaration and a condominium plat that describes the unit boundaries. (**Condominiums**)
- (11) "**Condominium unit**" means a unit together with the undivided interest in the common areas and facilities appertaining to that unit.

Condominium units are governed by 57-8-3 (5) Condominium Association Act

(5) "Common areas and facilities" unless otherwise provided in the declaration or lawful amendments to the declaration means:

- (a) the land included within the condominium project, whether leasehold or in fee simple; (b) the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances, and exits of the building;
- (c) the basements, yards, gardens, parking areas, and storage spaces; (d) the premises for lodging of janitors or persons in charge of the property; (e) installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and incinerating; (f) the elevators, tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus and installations existing for common use; (g) such community and commercial facilities as may be provided for in the declaration; and (h) all other parts of the property necessary or convenient to its existence, maintenance, and safety, or normally in common use.

HOA information needed for closing.

1. Contact the Seller's real estate agent to find out the HOA information.
2. HOA Monthly dues amount?
3. What are the late fees & when do they accrue?
4. What do the monthly dues cover (water, sewer, garbage etc.)?
5. Are the HOA dues current? If so, up to what date?
6. Is there any transfer, reinvestment, set up fee, etc. to be charged to the new buyer that will need to be collected at closing?
7. Are there any HOA dues expected from the new buyer at the time of closing? If so, how many months?
8. Confirm who the check is made payable to and the address?

Who is
running the
HOA?

- Management Company?
- Residents?

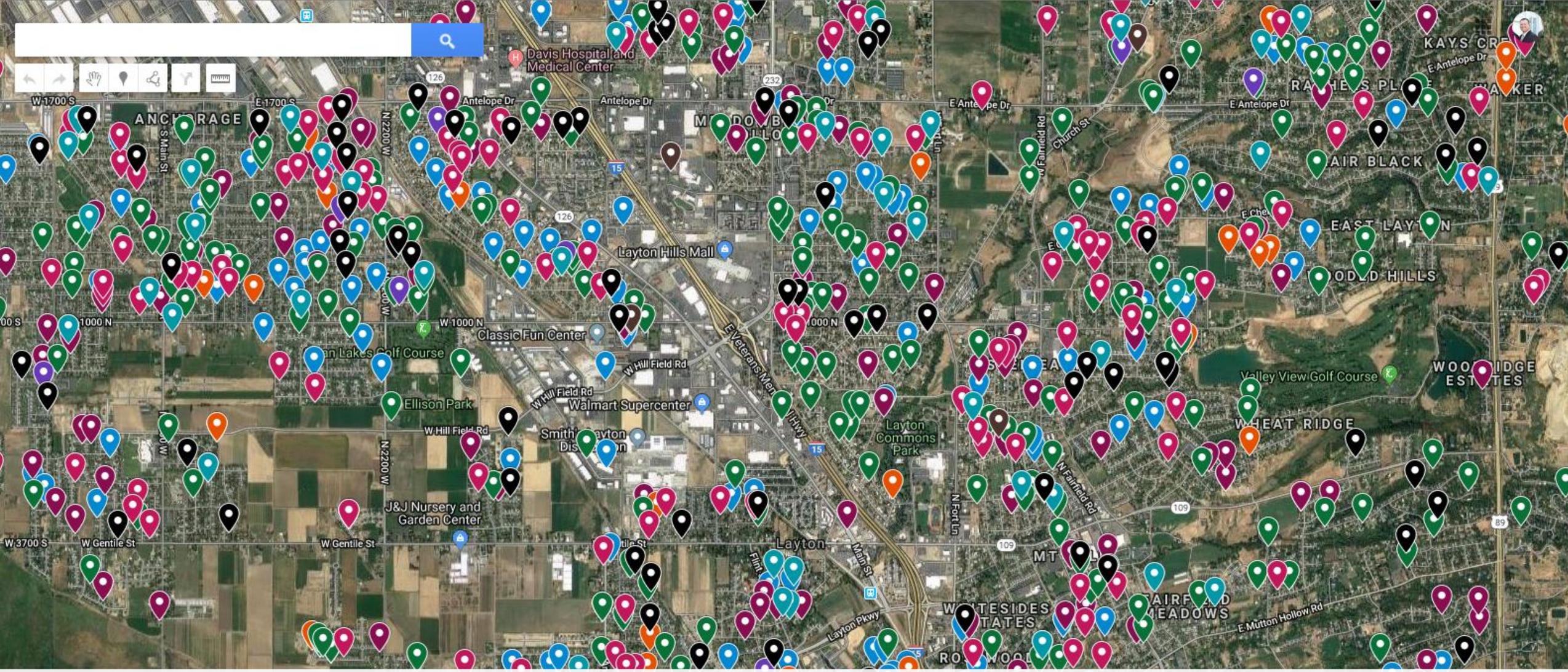
Read legal description - Condo, PUD, PRUD

LEGAL DESCRIPTION

Order No. **6-093474**

All of Unit 116, Bella Vida at Eaglewood Condominiums Phase 1, as recorded in the official records of the Davis County Recorder's Office, together with the appurtenant undivided ownership interest in the "Common Areas", all of which are defined and described in the Declaration of Covenants, Conditions and Restrictions of Bella Vida at Eaglewood and the exhibits attached thereto, filed for record as Entry No. 2278252, in Book 4300, at Page 473, of the official records of the Davis County Recorder.

Parcel No.: **01-408-0116**



Prior/Side Prior





Welcome to the Utah Homeowner Associations Registry

Under H.B. 104, Homeowner Association Amendments, this Internet site provides a registry where a condominium association or a homeowner association can meet the law's requirements to register or update the association's information. A member of the public also may access registered information here. To find more information about the legal requirements, you can read H.B. 104 at this website: <http://le.utah.gov/~2011/bills/hbillenr/hb0104.htm>

If you need any additional information, please contact the Utah Department of Commerce at (801) 530-6431.



Please be Advised: Knowingly providing false information to this registry is a class B misdemeanor.

Register a New Homeowners Association

[Register New HOA/COA](#)

Search and Update Homeowners Associations

HOA Name:

HOA Registration Number:

[Search and Update HOAs/COAs](#)

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Send Us Your Feedback

We want to know what you think. Click here to share your feedback with Utah.gov!

Utah HOA
Registry:

<https://secure.utah.gov/hoa/index.html>

Read CCR's

2278252
BK 4300 PG 473

141/64

D

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

BELLA VIDA AT EAGLEWOOD

(a Planned Unit Development)
(Expandable)

*Map 1 -> 5
Clubhouse
Bountiful, Utah*

AGE RESTRICTION – HOUSING FOR PERSONS 55 YEARS OF AGE OR OLDER.

BK 4300 PG 475

G. The Declarant, or a related entity, intends to maintain ownership of and control over certain facilities, or the land underneath such facilities, which shall be leased to the Association.

H. Declarant intends by this document to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all of said Units and the Owners thereof.

I. Declarant hereby declares that the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property, and the Project, and every part thereof, in accordance with the plan for the improvement, sale, and operation of the Property as a planned unit development. All of the limitations, covenants, conditions, restrictions, and easements shall constitute covenants and encumbrances which shall run with the land and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the Property or the Project.

3. "Association" shall mean and refer to BELLA VIDA AT EAGLEWOOD HOMEOWNERS ASSOCIATION, INC., a Utah non-profit corporation.

Upon recording, please return to:

BVE, LLC
C/O Sky Properties
585 West 500 South, #110
Bountiful, Utah 84010

RICHARD L. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/08/2007 10:52 AM
FEE \$141.00 Pgs: 64
DEP RTT REC'D FOR NORTH SALT LAKE
CITY

Following terms shall have the meaning indicated.

1. "Articles" or "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association which shall be filed with the State of Utah Department of Commerce, Division of Corporations and Commercial Code on September 29, 2006.

2. "Area of Common Responsibility" shall mean (i) all Common Areas, (ii) those areas, if any, which the Association does not own but which by the terms of Article VII or other provisions of this Declaration, any Supplemental Declaration, or other applicable covenants, or by contract become the responsibility of the Association, (iii) any property and facilities owned by Declarant and made available for the primary use and enjoyment of the Association and its Members, including the Program Facilities (as defined below) and (iv) all real property, and the improvements situated thereon, designated on a Plat signed or ratified by the Association and/or the Declarant as an area to be maintained, repaired or replaced by the Association.

3. "Association" shall mean and refer to BELLA VIDA AT EAGLEWOOD HOMEOWNERS ASSOCIATION, INC., a Utah non-profit corporation.

2017 REPC Section Section 4.3 (c)

HOA/Other Entity Fees Due Upon Change of Ownership.

(c) HOA/Other Entity Fees Due Upon Change of Ownership. Some HOA's, special improvement districts and/or other specially planned areas, under their governing documents charge a fee that is due to such entity as a result of the transfer of title to the Property from Seller to Buyer. Such fees are sometimes referred to as transfer fees, community enhancement fees, HOA reinvestment fees, etc. (collectively referred to in this section as "change of ownership fees"). *Regardless of how the change of ownership fee is titled* in the applicable governing documents, if a change of ownership fee is due upon the transfer of title to the Property from Seller to Buyer, *that change of ownership fee shall, at Settlement, be paid for by: [] Seller [] Buyer [] Split Equally Between Buyer and Seller [] Other (explain).* The provisions of this Section 4.3(c) shall survive Closing.

Reinvestment Fee Covenants

2531397
BK 5035 PG 1620

RETURNED
MAY 28 2010

WHEN RECORDED RETURN TO:
Mountain Vistas Homeowners Association
c/o FCS Community Management
PO Box 5555
Draper, UT 84020
801-256-0465
manager@hoaliving.com

E 2531397 B 5035 P 1620-1621
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
05/28/2010 03:46 PM
FEE \$204.00 Pgs: 2
DEP RT REC'D FOR MOUNTAIN VISTAS H
04

Space Above for Recorder's Use Only

Serial #'s:
08-357-0302 through 08-357-0323
(All of Lots 302 through 323, Mountain Vistas Phase 3 Sub)
11-493-0001 through 11-493-0025
(All of Lots 1 through 25, Mountain Vistas Phase 1A Cluster Subdivision)
11-493-0093
(ALL OF LOT 26, MOUNTAIN VISTAS PHASE 1A CLUSTER SUBDIVISION)

BK 5035 PG 1621

address is c/o FCS Community Management; PO Box 5555; Draper, UT 84020. The phone number is 801-256-0465. The email address is manager@hoaliving.com.

The Reinvestment Fee Covenant is intended to run with the Land and to bind successors in interest and assigns thereof.

The existence of this Reinvestment Fee Covenant precludes the imposition of any additional Reinvestment Fee Covenant on the Land or any Lot.

The duration of the Reinvestment Fee Covenant is ongoing until amended or supplemented.

The purpose of the Reinvestment Fee is limited to one or more of the following: common planning, facilities, and infrastructure; obligations arising from an environmental covenant; community programming; resort facilities; open space; recreation amenities; charitable purposes;

This is not a large master planned development. The amount of the Reinvestment Fee may not exceed .5% of the value of the Lot or Unit at the time of closing unless the Lot or Unit is part of a large master planned development and shall comply with the requirements of Utah Code Ann., Section 57-1-46(5) (2010) as amended or supplemented.

This notice affects the parcels referenced above and any subsequent parcels added to the community via appropriate expansion documentation.

ADDITIONALLY, please note that the Buyer or Seller of a Lot or Unit at Mountain Vista Subdivision shall be required to pay to the Mountain Vistas Homeowners Association at the time of closing or settlement of the sale of his or her Lot or Unit a Reinvestment Fee in a sum to be determined by the governing board.

This is not a large master planned development. The amount of the Reinvestment Fee may not exceed .5% of the value of the Lot or Unit at the time of closing unless the Lot or Unit is part of a large master planned development and shall comply with the requirements of Utah Code Ann., Section 57-1-46(5) (2010) as amended or supplemented.

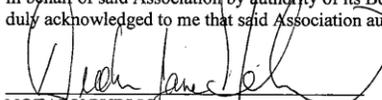
The name of the association of owners responsible for the collection and management of the Reinvestment Fee is the Mountain Vistas Homeowners Association (the "Association") and the

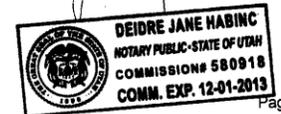
Page 1 of 2

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF Salt Lake) ss:

On the 28th day of May, 2010, personally appeared before me Michael Johnson, who by me being duly sworn, did say that he is the Authorized Representative/Managing Agent of the Mountain Vistas Homeowners Association, and that the within and foregoing notice was signed in behalf of said Association by authority of its Board of Trustees, and said Michael Johnson duly acknowledged to me that said Association authorized the same.


NOTARY PUBLIC



Page 2 of 2

Please provide the following information regarding the above property owners:

- Monthly Amount of HOA Assessments: \$ _____
- Amount Past Due (if any) \$ _____
- Current Month's Assessments (circle one) Paid Not Paid
- Are there any outstanding special assessments (circle one): Yes No
 If yes, the amount due is \$ _____
- Are there any future special assessments that have been approved by the HOA (circle one): Yes No
 If yes, the amount due is \$ _____
- Are there any fines or violation fees that are due or ongoing (circle one): Yes No
 If yes, the amount due is \$ _____
- Are there any transfer or reinvestment fees (circle one): Yes No
 If yes, the amount is due \$ _____ payable to _____
 If yes, the amount is due \$ _____ payable to _____

Name and Mailing Address for the Association:

ASSESSMENT QUESTIONNAIRE

File No. 6-093474

North Salt Lake, UT 84054

Please provide the following information regarding the above property owners:

\$ _____

\$ _____

(circle one) Paid Not Paid

assessments (circle one): Yes No

that have been approved by the HOA (circle one): Yes No

are due or ongoing (circle one): Yes No

fees (circle one): Yes No

_____ payable to _____

_____ payable to _____

on:

Please return this form to:

Christine Siddoway
Backman Title Services, Ltd.
Main, Suite 100, Bountiful, UT 84010
801-767-7676 Phone - (801) 295-7037 Fax
csiddoway@backmantitle.com

HOA Payoff 6-093474

Payoff Statement
Bella Vida At Eaglewood HOA
HOA Strategies

Property Information: 602 Edgewood Dr Unit: Apt 116 North Salt Lake, UT 84054-2638 Seller: Sheila Hudson Buyer: James Roderick	Requestor: Backman Title Nichole Brown 801-295-7676 Estimated Closing Date: 05-07-2021
---	---

General Information

This information is good through	05-31-2021
Is this account in collections?	No
What is the current regular assessment against the unit?	\$452.91
What is the frequency of the assessment charge?	Monthly
The regular assessment is paid through:	04-30-2021
The regular assessment is next due:	05-01-2021
What day of the month are regular assessments due?	1st
How many days after the due date is the regular assessment considered delinquent?	30
The penalty for delinquent assessments is:	interest charges

Specific Fees Due To Bella Vida At Eaglewood HOA

Closing agent is required to collect the following number of additional regular assessments at closing:	0
Are there any current special assessments or governing body approved special assessments, against units within the association? If yes, a comment is provided.	No
Owner's current balance due (you may total the owners balance due using the breakdown below):	\$452.91
May HOA dues	\$452.91

General Association Information

Are there any violations against this unit?	No
Is the association or the developer (if the project has not been turned over to the homeowners association) involved in any current or pending litigation? If yes, a comment is required. (Do not include neighbor disputes or rights of quiet enjoyment, litigation where the claim amount is known and the insurance carrier will provide defense and coverage, or where the HOA is named as a plaintiff in a foreclosure action or to collect past due assessments).	No

Insurance Information

Insurance broker's or agent's company name:	Sentry West
Identify the insurance agent's name:	Chelsie Thompson
Insurance agent's phone number:	(801)225-5000
Insurance agent's fax number:	(801)227-3511



Payoff Statement
Bella Vida At Eaglewood HOA
HOA Strategies

Property Information: 602 Edgewood Dr Unit: Apt 116 North Salt Lake, UT 84054-2638 Seller: Sheila Hudson Buyer: James Roderick	Requestor: Backman Title Nichole Brown 801-295-7676 Estimated Closing Date: 05-07-2021
---	---

Fee Summary

Amounts Prepaid		
	Total	\$0.00
Fees Due to HOA Strategies		
	Set Up Fee	\$125.00
	Payoff Statement	\$25.00
	Total	\$150.00
Fees Due to Bella Vida At Eaglewood HOA		
	Owner Current Balance	\$452.91
	Reinvestment Fee (SEE NOTES)	\$905.82
	Total	\$1,358.73
Fees Due to HomeWiseDocs.com (Service/Delivery Fees)		
	Payoff Statement	\$25.00
	Total	\$25.00



Payoff Statement
Bella Vida At Eaglewood HOA
HOA Strategies

Property Information: 602 Edgewood Dr Unit: Apt 116 North Salt Lake, UT 84054-2638 Seller: Sheila Hudson Buyer: James Roderick	Requestor: Backman Title Nichole Brown 801-295-7676 Estimated Closing Date: 05-07-2021
---	---

PLEASE RETURN THIS FORM WITH YOUR CHECK AND CERTIFIED COPIES OF THE CLOSING DISCLOSURE FORM (FORMERLY THE HUD-1 FORM) AND THE GRANT OR WARRANTY DEED. PLEASE INDICATE CONFIRMATION NUMBER H6M8RYNPN ON THE CHECK TO ENSURE PAYMENT IS CREDITED PROPERLY.

Fees Due to HOA Strategies		
	Set Up Fee	\$125.00
	Payoff Statement	\$25.00
	Total	\$150.00
Fees Due to Bella Vida At Eaglewood HOA		
	Owner Current Balance	\$452.91
	Reinvestment Fee (SEE NOTES)	\$905.82
	Total	\$1,358.73
Fees Due to HomeWiseDocs.com (Service/Delivery Fees)		
	Payoff Statement	\$25.00
	Total	\$25.00

Include this confirmation number H6M8RYNPN on the check for \$150.00 payable to and send to the address below.

HOA Strategies
262 N. University Ave
Farmington, UT 84025

Include this confirmation number H6M8RYNPN on the check for \$1,358.73 payable to and send to the address below.

Bella Vida At Eaglewood HOA
262 N. University Ave
Farmington, UT 84025

Include this confirmation number H6M8RYNPN on the check for \$25.00 payable to and send to the address below. **Must return the HomeWiseDocs.com Invoice below with payment.******

HomeWiseDocs.com
5520 Kietzke Lane Suite 200



HOA Payoff 6-093474

Payoff Statement
Bella Vida At Eaglewood HOA
HOA Strategies

Property Information: 602 Edgewood Dr Unit: Apt 116 North Salt Lake, UT 84054-2638 Seller: Shella Hudson Buyer: James Roderick	Requestor: Backman Title Nichole Brown 801-295-7676 Estimated Closing Date: 05-07-2021
---	---

General Information	
This information is good through	05-31-2021
Is this account in collections?	No
What is the current regular assessment against the unit?	\$452.91
What is the frequency of the assessment charge?	Monthly
The regular assessment is paid through:	04-30-2021
The regular assessment is next due:	05-01-2021
What day of the month are regular assessments due?	1st
How many days after the due date is the regular assessment considered delinquent?	30
The penalty for delinquent assessments is:	interest charges

Specific Fees Due To Bella Vida At Eaglewood HOA	
Closing agent is required to collect the following number of additional regular assessments at closing:	0
Are there any current special assessments or governing body approved special assessments, against units within the association? If yes, a comment is provided.	No
Owner's current balance due (you may total the owners balance due using the breakdown below):	\$452.91
May HOA dues	\$452.91

General Association Information	
Are there any violations against this unit?	No
Is the association or the developer (if the project has not been turned over to the homeowners association) involved in any current or pending litigation? If yes, a comment is required. (Do not include neighbor disputes or rights of quiet enjoyment, litigation where the claim amount is known and the insurance carrier will provide defense and coverage, or where the HOA is named as a plaintiff in a foreclosure action or to collect past due assessments).	No

Insurance Information	
Insurance broker's or agent's company name:	Sentry West
Identify the insurance agent's name:	Chelsie Thompson
Insurance agent's phone number:	(801)225-5000
Insurance agent's fax number:	(801)227-3511



Fees Due to HOA Strategies

Set Up Fee	\$125.00
Payoff Statement	\$25.00
Total	\$150.00

Fees Due to Bella Vida At Eaglewood HOA

Owner Current Balance	\$452.91
Reinvestment Fee (SEE NOTES)	\$905.82
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Include this confirmation number H6M8RYNPN on the check for \$25.00 payable to and send to the address below. **Must return the HomeWiseDocs.com Invoice below with payment.******

Home WiseDocs.com
5520 Kietzke Lane Suite 200

REPC & Change of Ownership Fees

- 4.3 (c) HOA/Other Entity Fees Due Upon Change of Ownership. Some HOA's, special improvement districts and/or other specially planned areas, under their governing documents charge a fee that is due to such entity as a result of the transfer of title to the Property from Seller to Buyer. Such fees are sometimes referred to as transfer fees, community enhancement fees, HOA reinvestment fees, etc. (collectively referred to in this section as "change of ownership fees"). Regardless of how the change of ownership fee is titled in the applicable governing documents, if a change of ownership fee is due upon the transfer of title to the Property from Seller to Buyer, that change of ownership fee shall, at Settlement, be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain) _____.

The provisions of this Section 4.3(c) shall survive Closing.

- 7. (d) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
(e) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;

Seller Disclosures Form 10

22. HOMEOWNER'S ASSOCIATION

A. Is the property part of a condominium or other homeowner's association (HOA)?

i. If "Yes", to your knowledge, is the Property part of multiple HOAs?

B. Please describe the HOA payment amount, frequency, and what utilities and/or services are included:

C. Does the HOA(s) levy dues or assessments for maintenance of common areas and/or other common expenses?

D. Some HOAs, special improvement districts and/or other specially planned areas, under their governing documents, charge a fee that is due to such entity as a result of the transfer of title to the Property from

Seller to Buyer. Such change of ownership fees are sometimes referred to as transfer fees, community enhancement fees, HOA reinvestment fees, etc. Regardless of what the change of ownership fee is titled, to your knowledge, does the HOA charge such a fee?

i. If "Yes", please describe, to your knowledge, the HOA change of ownership amount: _____

E. For questions regarding the HOA(s), including past, present or future dues or assessments, or regarding financial statements, bylaws, HOA meetings and minutes, information may be obtained from the following: (Name, Phone, Website, Email)

F. Are you aware if the HOA(s) has been involved any past or ongoing lawsuits or litigation?

i. If "Yes", please describe, to your knowledge, any information regarding the timing and nature of the lawsuit(s): _____

24. UNPAID ASSESSMENTS

A. Are you aware of any HOA, municipal, special improvement district, PID or other assessments that are presently owing against the Property?

i. If "Yes", please describe, to your knowledge, the nature and amount owed: _____

B. Are you aware of any potential HOA, municipal, special improvement district or PID assessments that may be pending approval?

i. If "Yes", please describe, to your knowledge, the pending special assessments that have not yet been approved:

C. Are you aware of any HOA, municipal, special improvement district or PID assessments that have been approved but not yet levied against the Property?

i. If "Yes", please describe, to your knowledge, the nature and amount of any such approved, but not yet levied, assessments: _____

25. INSURANCE

B. If the Property is part of a condominium or other homeowner's association, do you know if the HOA has filed any insurance claims for loss or damage to any portion of the development?

i. If "Yes", please describe, to your knowledge, the nature of any such claims:

Buyer Due Diligence Checklist (Form 12)

9. TITLE ISSUES/HOMEOWNERS ASSOCIATION: Buyer is advised that title insurance companies offer a variety of title insurance policies that provide different levels of coverage. Buyer is advised to carefully review with legal counsel and with the title insurer: (a) the available title insurance coverage; (b) the contents of any Commitment for Title Insurance on a property; and (c) the contents of all documents affecting a property that are a matter of public record, including, but not limited to, any restrictive covenants (CC&R's). If a property is part of a Condominium or other Homeowners Association ("HOA"), Buyer is advised to consult directly with the HOA regarding all HOA matters that may affect the property, including, but not limited to, existing and proposed budgets, financial statements, present and proposed assessments, dues, fees, reserve accounts, rules, and meeting minutes.

CCRs

- Architectural control
 - Aesthetics
 - Paint / Materials
 - Common areas
 - Building restrictions
 - Parking restrictions
 - Pet restrictions
 - Garbage cans
-
- Rental restrictions
 - Easements
 - Party walls
 - Do the CCR's expire?
 - Plat

Bylaws

Elections

Term Limits

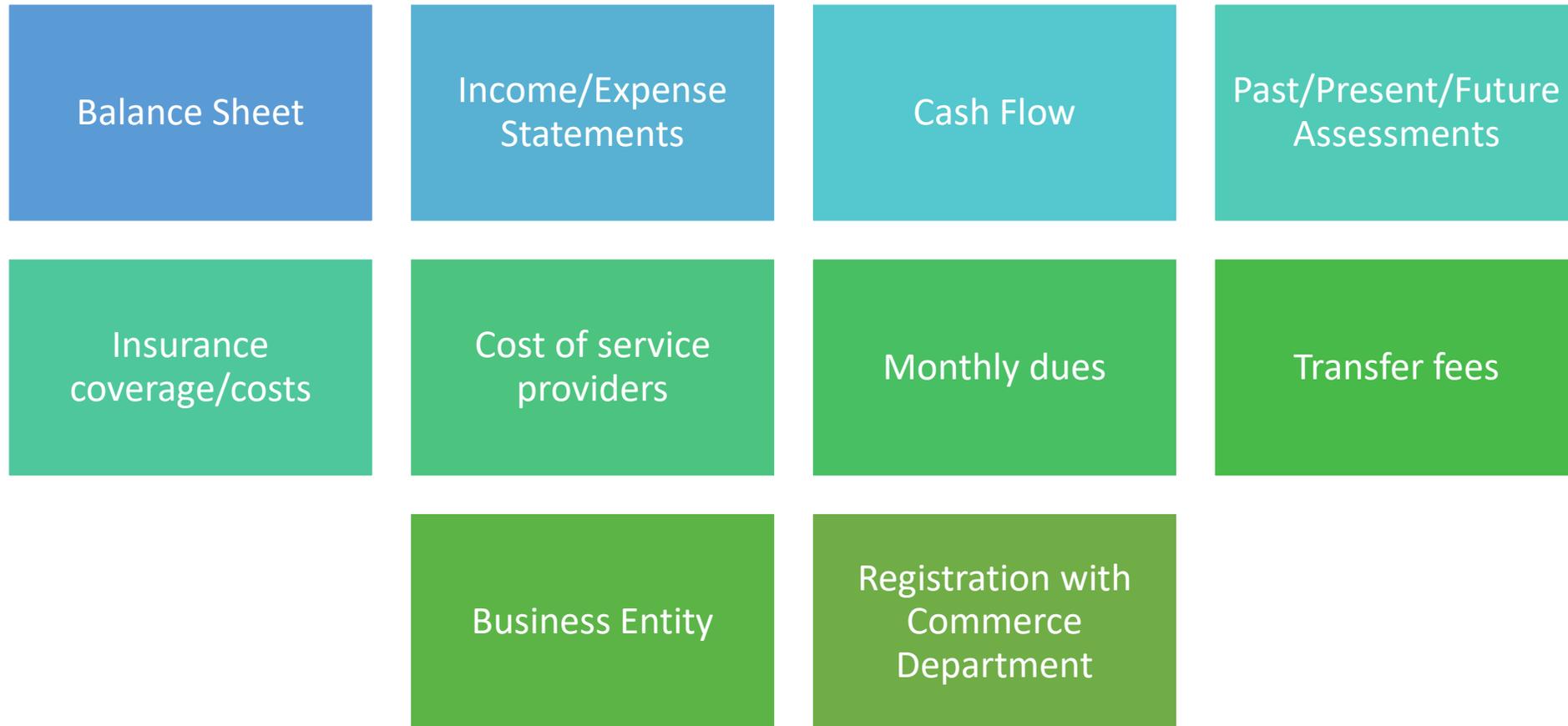
Voting & Quorum requirements

Frequency of meetings

Structure of Board

Duties and responsibilities

HOA/COA Financials



Enforcement



Notice of Violation



Follow up



Administrative hearing

Loss of privileges

Fines



Lien/Lawsuit

CCR, Bylaws, Financial Information

CCR Items to Note

- Architectural control
 - Aesthetics
 - Paint / Materials
- Common areas
- Building restrictions
- Parking restrictions
- Pet restrictions
- Garbage cans
- Rental restrictions
- Easements & Party walls
- Do the CCR's expire?
- Plat Notes

HOA/COA Enforcement Practices

- Notice of violation
- Follow up
- Hearing
 - Loss of Privileges
 - Fines
- Lien/Lawsuit/Foreclosure

HOA/COA Tools for Agents

- Utah HOA Registry: <https://secure.utah.gov/hoa/index.html>
- Title Company Prior/Ongoing Files
 - Contact Information & Prior Amounts owed.
- Utah Business Entity Search: <https://secure.utah.gov/bes/index.html>
- Plat Map
 - Property Type, Additional Reservations, Conditions, Covenants & Restrictions, Easements, Common Area, Et
- Overhead Maps: <https://parcels.utah.gov/>
- Prior Deeds, Recorded CCR's

Governing documents include: CCR & Bylaws, Notice of Transfer/Reinvestment Fees, Entity Info, HOA Registry Info, Dedicated Plat, HOA resident bill of rights.

Link to required educational materials (PDF): <https://secure.utah.gov/hoa/docs/coa-hoa-information.pdf>

Bylaw Items of Note

- Structure of leadership
- Elections
- Term limitations
- Voting and quorum requirements
- Frequency of meetings
- Other duties & responsibilities

HOA/COA Financials

- Balance Sheet
- Income/Expense Statements
- Cash Flow
- Past/Present/Future and/or planned assessments
- Insurance cost/coverage
- Cost of service providers
- Monthly Dues, Transfer Fees
- Registration of Business Entity
- Bank/Account audit practices
- Registration with Department of Commerce
 - HOA Registry

Required Disclosures & Information from Seller & Homeowner rights

from <https://secure.utah.gov/hoa/overview/sale.html>

- (1) **Before the sale of any lot** under the jurisdiction of an association to an independent third party, **the grantor shall provide** to the independent third party:
 - (a) **a copy of the association's recorded governing documents;** and
 - (b) **a link or other access point to the department's educational materials** described in Subsection 57-8a-105(6).
- (2) The grantor shall provide the information described in Subsection (1) before closing.
- (3) The association shall, upon request by the grantor, provide to the grantor the information described in Subsection (1).
- (4) This section applies to each association, regardless of when the association is formed.

Governing documents include: CCR & Bylaws, Notice of Transfer/Reinvestment Fees, Entity Info, HOA Registry Info, Dedicated Plat, HOA resident bill of rights.

Link to required educational materials (PDF): <https://secure.utah.gov/hoa/docs/coa-hoa-information.pdf>

Homeowner's rights in an HOA or COA

Summary from <https://secure.utah.gov/hoa/overview/rights.html>

- All association rules must be reasonable.
- An owner has the right, subject to some exceptions, to have the association's rules applied in a similar way to all owners in the association.
- No rule can interfere with the freedom of an owner to determine the composition of the owner's household, subject to occupancy limits.
- An owner has the right to obtain a statement of payoff fees within five business days of a request. The association may charge for this, but not more than \$50.
- A unit owner has the right to inspect documents kept by the HOA/COA, subject to costs and some limitations.
- The HOA/COA may not charge more than the actual cost of reviewing and approving submitted plans for construction or improvement of a lot or unit.
- The HOA/COA cannot require more than a supermajority (67%) vote of the unit owners to amend the governing documents. Also, the association cannot require that any specific member give approval before an amendment to those documents.
- If you own a condominium in a shared structure, you have a right to sell your individual unit as if it were its own independent property.
- While HOA/COAs may set restrictions on the number of units that may be rented, it must allow a unit to be rented if the owner is:
 1. Currently deployed by the military;
 2. Renting the unit to a parent, child, or sibling;
 3. Relocated by the owner's employer for less than two years;
 4. A business owned by the unit's resident;
 - or 5. A revocable trust created for the unit's resident or the resident's parent, child, or sibling.
- Upon written request, owners have a right to obtain a written statement showing any unpaid assessment on the owner's property. • A reserve fund may be maintained by the HOA or COA to cover costs of repairing, replacing, or restoring common areas (but usually cannot be spent on typical maintenance). Reviews of the need for and the appropriate amount that should be in a reserve fund should be conducted every six years. Homeowners have a right to receive a summary or copy of the most recent reserve analysis.
- The annual budget should include the amount the board or committee determines to set aside each year for the reserve fund. Within 45 days of the adoption of the budget, the owners may hold a special meeting to consider a veto of the amount being put into reserve.
- An owner has the right to enforce their rights pertaining to the reserve fund in court. But before beginning an action, the owner must submit a notice to the association with information about the alleged failure to comply.
- Owners in a COA may not be charged a fee greater than \$500 a month in aggregate fines for violations of the same rule or provision of the governing documents.
- Owners in an HOA have the right to display religious and holiday signs, symbols, and decorations, subject to association rules about time, place, and manner. They also may display political signs, subject to time, place, manner, and design criteria of the HOA. Utah
- An HOA may not set a rule forbidding an activity within the confines of a dwelling or lot if it is otherwise legal within the confines of a dwelling under local laws and ordinances.
- For other HOA specific rights, see Utah Code § 57-8-218.

HOA & COA Governing Documents & Registration Requirements

(Summary from <https://secure.utah.gov/hoa/overview/index.html>)

In Utah, two key laws govern homeowner associations ("HOAs") and condominium owners associations ("COAs"). The Condominium Act, Utah Code § 57-8, applies to COAs, and deals with individually owned units supported by collectively held facilities and areas, such as condominiums or townhomes. The Community Association Act, Utah Code § 57-8a, applies to all other types of homeowner associations. These laws contain provisions governing HOAs and COAs, but those laws are enforced in informal proceedings before the association or in civil court and not by the Utah Department of Commerce. Registration of both HOAs and COAs is mandatory and is not the same registration that is required to register a business with the Division of Corporations and Commercial Code.

HOA Registration with Department of Commerce - 57-8a-105 & 57-8-13.1

- (2) (a) No later than 90 days after the recording of a declaration of covenants, conditions, and restrictions establishing an association, the association shall register with the department in the manner established by the department. (Department of Commerce)
- (2) (b) An association existing under a declaration of covenants, conditions, and restrictions recorded before May 10, 2011, shall, no later than July 1, 2011, register with the department in the manner established by the department.
- (3) The department shall require an association registering as required in this section to provide with each registration: (a) the name and address of the association; (b) the name, address, telephone number, and, if applicable, email address of the chair of the association board; (c) contact information for the manager; (d) the name, address, telephone number, and, if the contact person wishes to use email or facsimile transmission for communicating payoff information, the email address or facsimile number, as applicable, of a primary contact person who has association payoff information that a closing agent needs in connection with the closing of a lot owner's financing, refinancing, or sale of the owner's lot; and (e) a registration fee not to exceed \$37.
- (4) An association that has registered under Subsection (2) shall submit to the department an updated registration, in the manner established by the department, within 90 days after a change in any of the information provided under Subsection (3).

What are HOA & COA Governing Documents? 57-8a-102 (10) & 57-8-3 (20)

- (a) "Governing documents" means a written instrument by which the association may: (i) exercise powers; or (ii) manage, maintain, or otherwise affect the property under the jurisdiction of the association.
- (b) "Governing documents" includes: (i) articles of incorporation; (ii) bylaws; (iii) a plat; (iv) a declaration of covenants, conditions, and restrictions; and (v) rules of the association.

HOA & COA Communication Requirements

Summary from: <https://secure.utah.gov/hoa/docs/coa-hoa-information.pdf>

1. An owner has the right to obtain a statement of payoff fees within five business days of a request. The association may charge for this, but not more than \$50.
2. A unit owner has the right to inspect documents kept by the HOA/COA, subject to costs and some limitations.
3. The HOA/COA may not charge more than the actual cost of reviewing and approving submitted plans for construction or improvement of a lot or unit.
4. Upon written request, owners have a right to obtain a written statement showing any unpaid assessment on the owner's property.

About Bylaws

Summary from Condominium Ownership Act 57-8-16 - Contents of Bylaws.

The bylaws may provide for the following:

- (1) the establishment of a management committee, the number of persons constituting the committee and the method of selecting the members of the committee; the powers and duties of the management committee; and whether or not the management committee may engage the services of a manager;
- (2) the method of calling meetings of the unit owners; what percentage of the unit owners shall constitute a quorum, and be authorized to transact business;
- (3) the maintenance, repair, and replacement of the common areas and facilities and payment therefore;
- (4) the manner of collecting from the unit owners their share of the common expenses;
- (5) the designation and removal of personnel necessary for the maintenance, repair, and replacement of the common areas and facilities;
- (6) the method of adopting and of amending administrative rules and regulations governing the details of the operation and use of the common areas and facilities;
- (7) (a) restrictions on and requirements respecting the use and maintenance of the units and the use of the common areas and facilities as are designed to prevent unreasonable interference with the use of their respective units and of the common areas and facilities by the several unit owners; and (b) restrictions regarding the use of the units may include other prohibitions on, or allowance of, smoking tobacco products;
- (8) the percentage of votes required to amend the bylaws; and
- (9) other provisions as may be considered necessary for the administration of the property consistent with this act.

Summary from Community Association 57-8a-216 - Bylaws

- (1) (a) No later than the date of the first lot sale, an association shall file its bylaws for recording in the office of the recorder of each county in which any part of the real estate included within the association is located. (b) If an association fails to file bylaws for recording within the time specified in Subsection (1)(a), the board may file the bylaws for recording as provided in Subsection (1)(a).
- (2) Unless otherwise provided in the declaration, an association's bylaws shall state: (a) the number of board members; (b) the title of each of the association's officers; (c) the manner and method of officer election by the board or, if the declaration requires, by the lot owners; (d) (i) the board member's and officer's: (A) qualifications; (B) powers and duties; and (C) terms of office; (ii) the method for removing a board member or officer; and, (iii) the method for filling a board member or officer vacancy; (e) the powers that the board or officers may delegate to other persons or to a managing agent; (f) the officers who may prepare, execute, certify, and record amendments to the declaration on behalf of the association; (g) a method for the board or lot owners to amend the bylaws, consistent with Section 16-6a-1010; and (h) subject to the provisions of the declaration and unless the declaration or this chapter requires that a provision appear in a declaration, any other matter that is necessary or appropriate for conducting the affairs of the association, including: (i) meetings; (ii) voting requirements; and (iii) quorum requirements.
- (3) An association shall file any amended bylaws for recording in the same manner as the association is required to file the initial bylaws for recording under Subsection (1).

EASEMENT

- A right created by grant, reservation, agreement, prescription, or the necessary implication, which one has in the land of another. It is either for the benefit of land (appurtenant), such as right to cross A to get to B, or “in gross”, such as a public utility easement

How do you create and Easement?

- With an agreement
- As appurtenance (“together with”)
- As a reservation
- In a recorded subdivision/plat
- Prescriptive easement
- Easement by Eminent Domain or condemnation
- Party Wall Agreement

How long Does an Easement Last?

- Until it terminates
 - By it's own terms
- Until it is released by all parties
- Until it is released by the court
 - Quiet Title
- Until it is foreclosed out
 - Judicial vs. Non-judicial Foreclosure
- Eminent domain/condemnation

Prescriptive Easements

- A prescriptive easement (open & notorious, continuous, and adverse to the owner's interest for 20 years). See <https://propertyrights.utah.gov/easements/>
- Prescriptive Easements and Easements by Necessity must be perfected to be insurable.

Easement by necessity

*An “**easement by necessity**” arises when a larger parcel is divided, and an easement is reasonably necessary to use and enjoy one of the parcels. To establish an easement by necessity, the following must be shown:*

~

(1) Unity of title, meaning that the affected parcels were once owned by the same person or entity and then divided.

(2) At the time the original property was divided, at least one of the new parcels had no reasonable access, and access across one or more of the other parcels is reasonably necessary.

~

If a parcel has reasonable access, then a new easement would not be necessary, even if the new easement would be more convenient for the parcel owner.

Text from <https://propertyrights.utah.gov/easements/> accessed 9/25/2018

Easements-Title Policy Differences

- A standard title policy only insures access to the parcel
- A Homeowner's policy includes vehicular and pedestrian access (Residential Policy)

What about adverse possession?

“There is a presumption that the person with legal title to a parcel has the right to possess and use the property. Another person may overcome that presumption and establish legal title by showing that the other person has possessed and used the property for at least seven years.

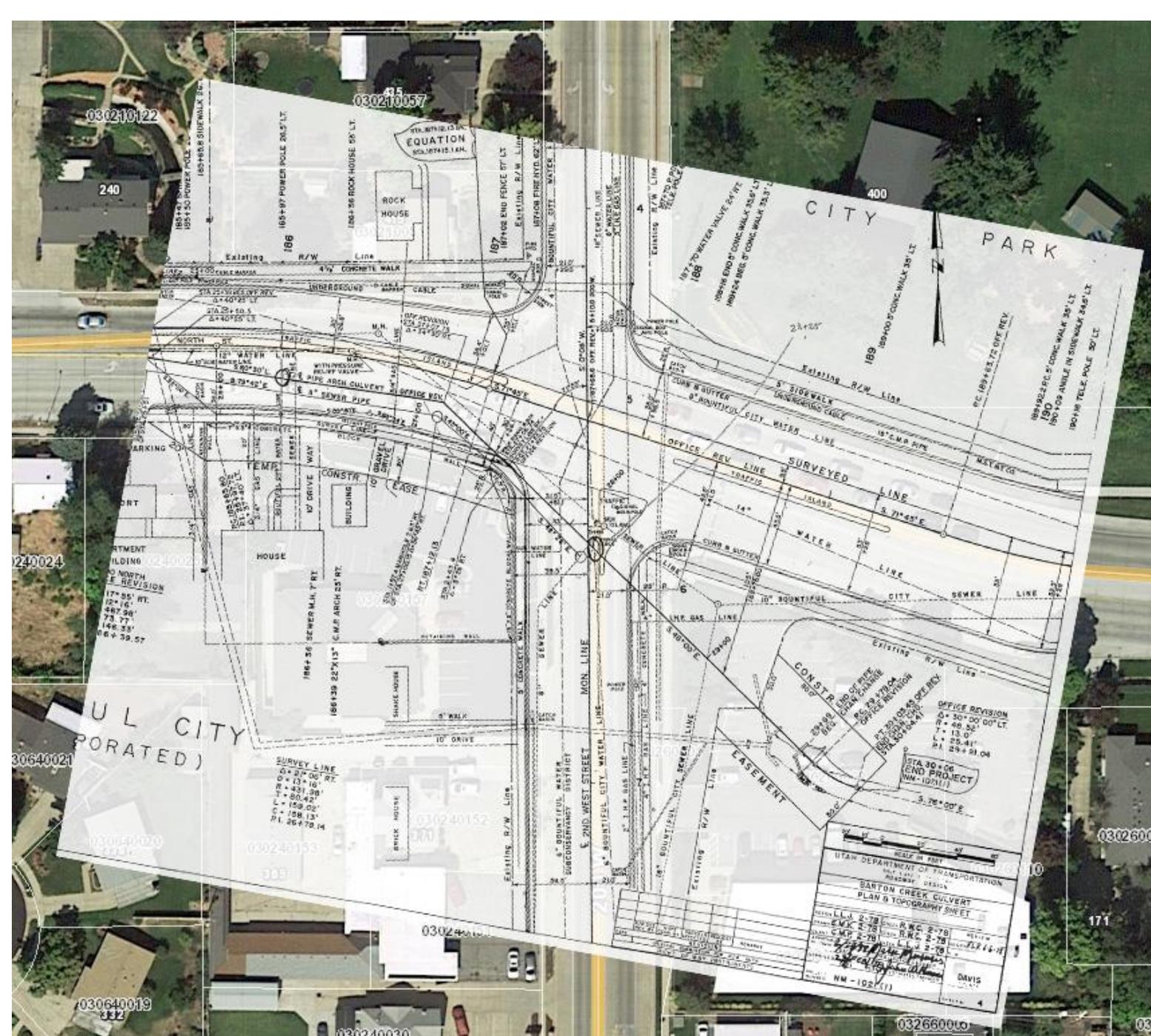
“Adverse possession may not be established unless it is shown that the land has been occupied and claimed continuously for seven years, and that the party and the party’s predecessors and grantors have paid all taxes which have been levied and assessed upon the land according to law. ” [§ 78B-2-214](#) of the Utah Code (see also § 78B-2-215, payment of taxes).”

From <https://propertyrights.utah.gov/adverse-possession/>
accessed 9/25/2019

Prescriptive easements,
easements by necessity, &
adverse possession must be
litigated to be insurable.

A dark blue, irregular ink splatter shape is centered on a white background. The splatter has a textured, watercolor-like appearance with some lighter blue and white areas around the edges. The text is centered within this dark blue area.

Utilities and Unrecorded Easements

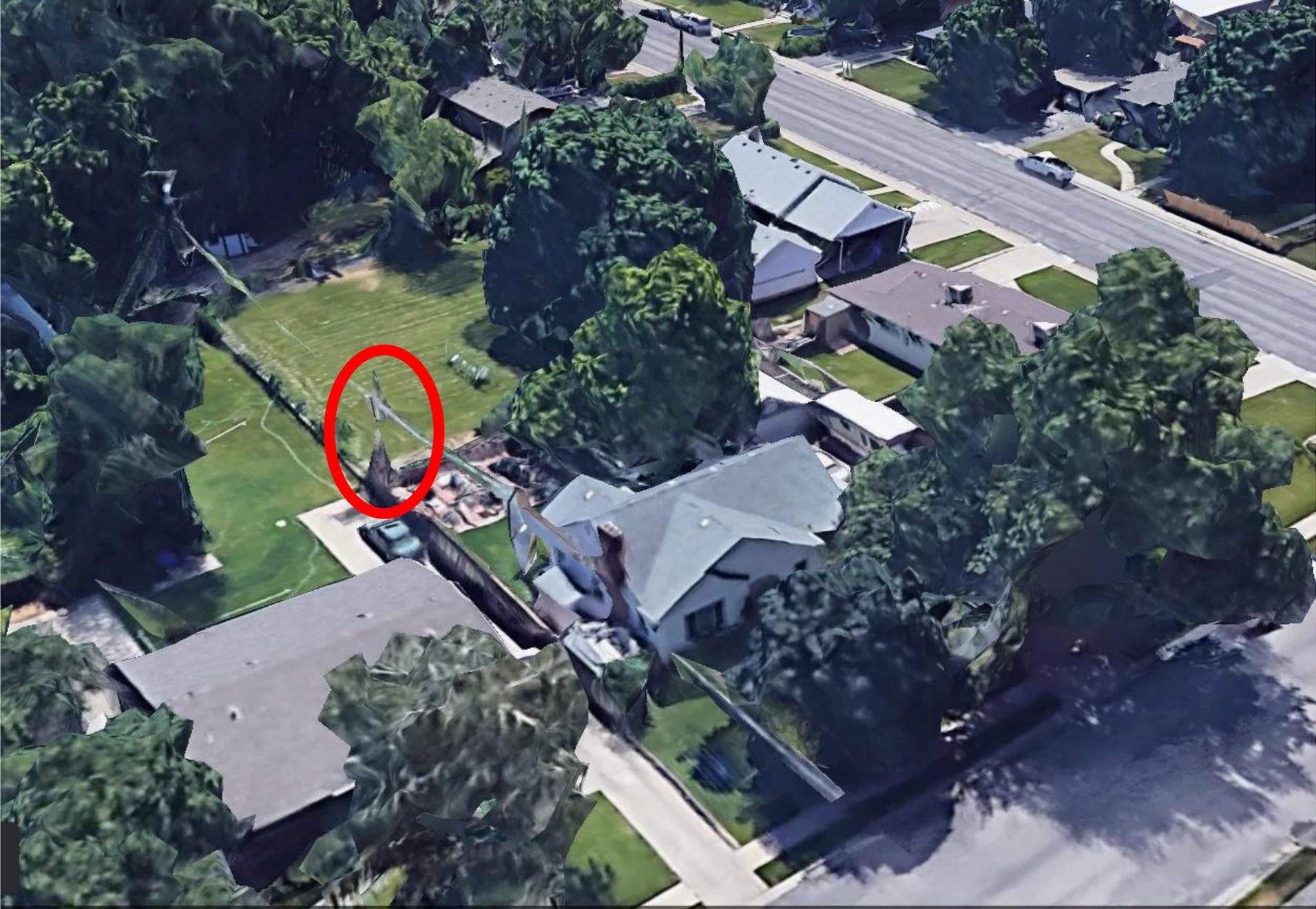


- Title commitment
 - Part of legal description
 - Schedule B2- Exceptions
- On the dedicated plat
- In the CCR's
- On a recorded deed
- On adjacent plats & surveys
- City/County/State/Federal maps
- Questions access to property & neighbors
- Utilities access (water, gas & power)
- Pay attention to overhead maps
 - www.parcels.utah.gov
 - Google Maps & Google Earth
- Blue Stakes

Division of Water Rights



Imagery Date: 2018-09-11



100%

Landsat / Copernicus





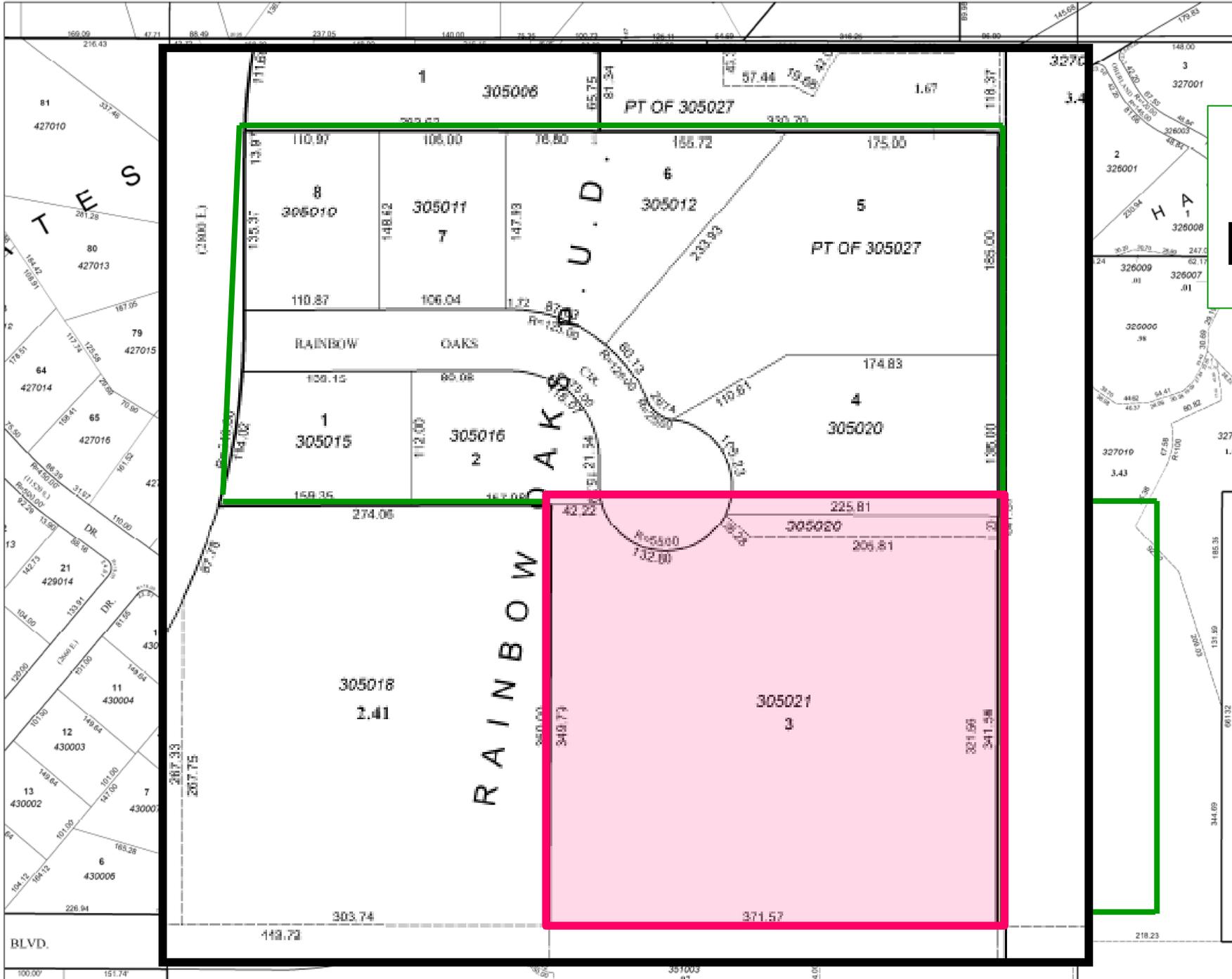
Bountiful, Utah



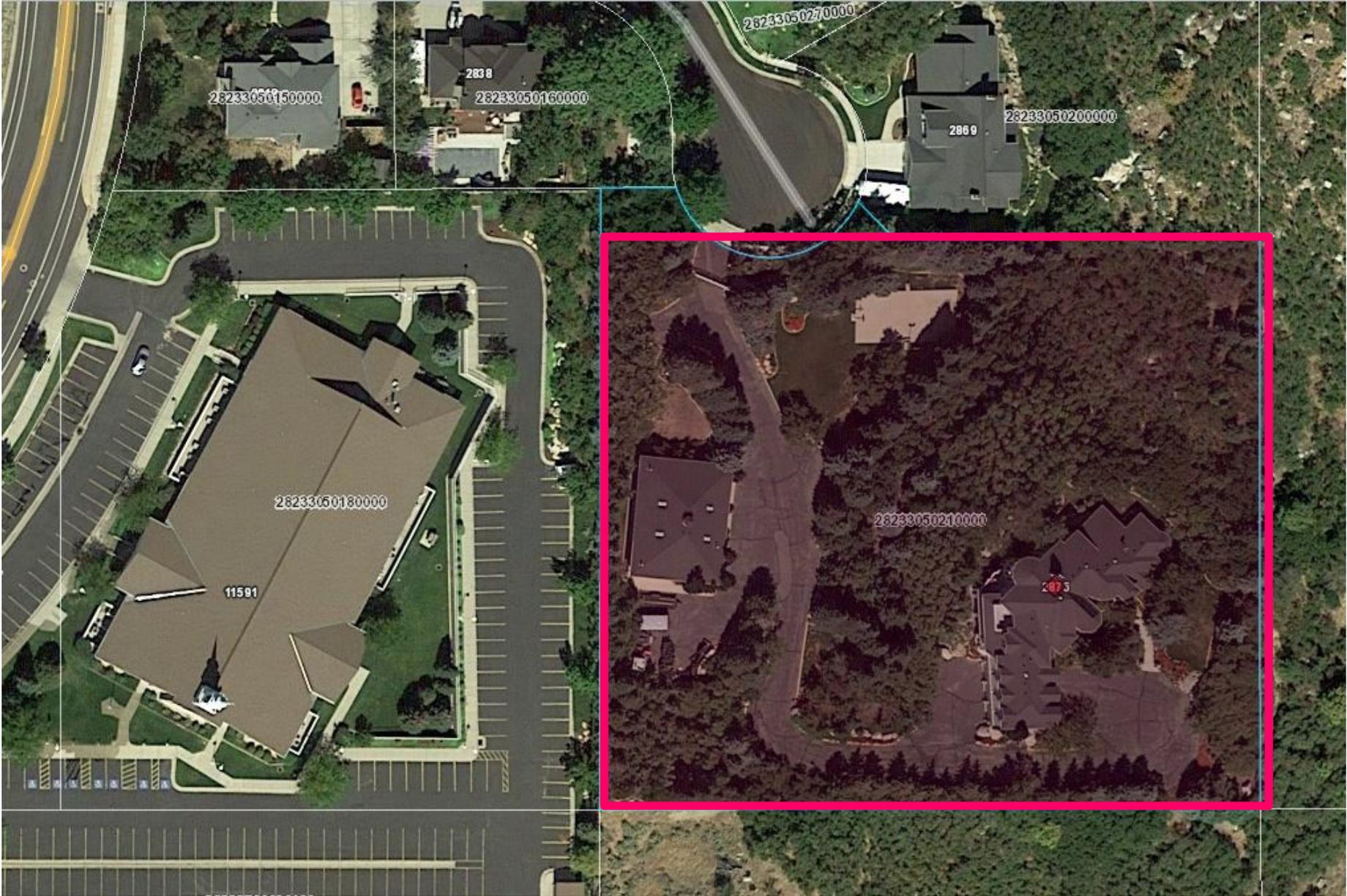
Google

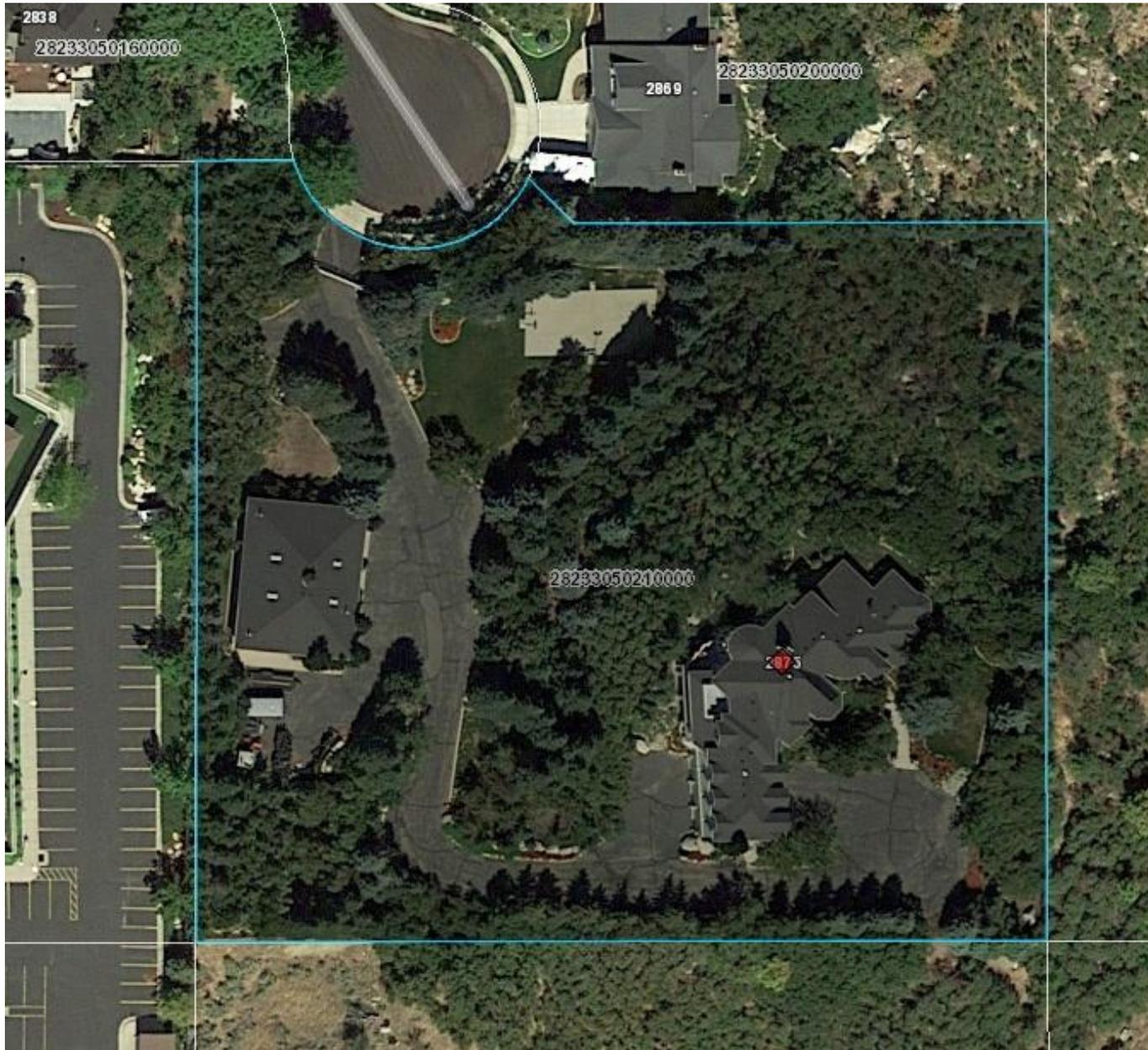


BOUNTIFUL
CITY L&E
0662



Dedicated Plat
Disclosures/Notes







2838

28233050160000

2869

28233050200000

10
C = 89.90
S = 152'23"

R = 156'22'33"
K = 55.03
A = 132.83
C = 182.82

FALL SET-BACK
UNC. TYPICAL

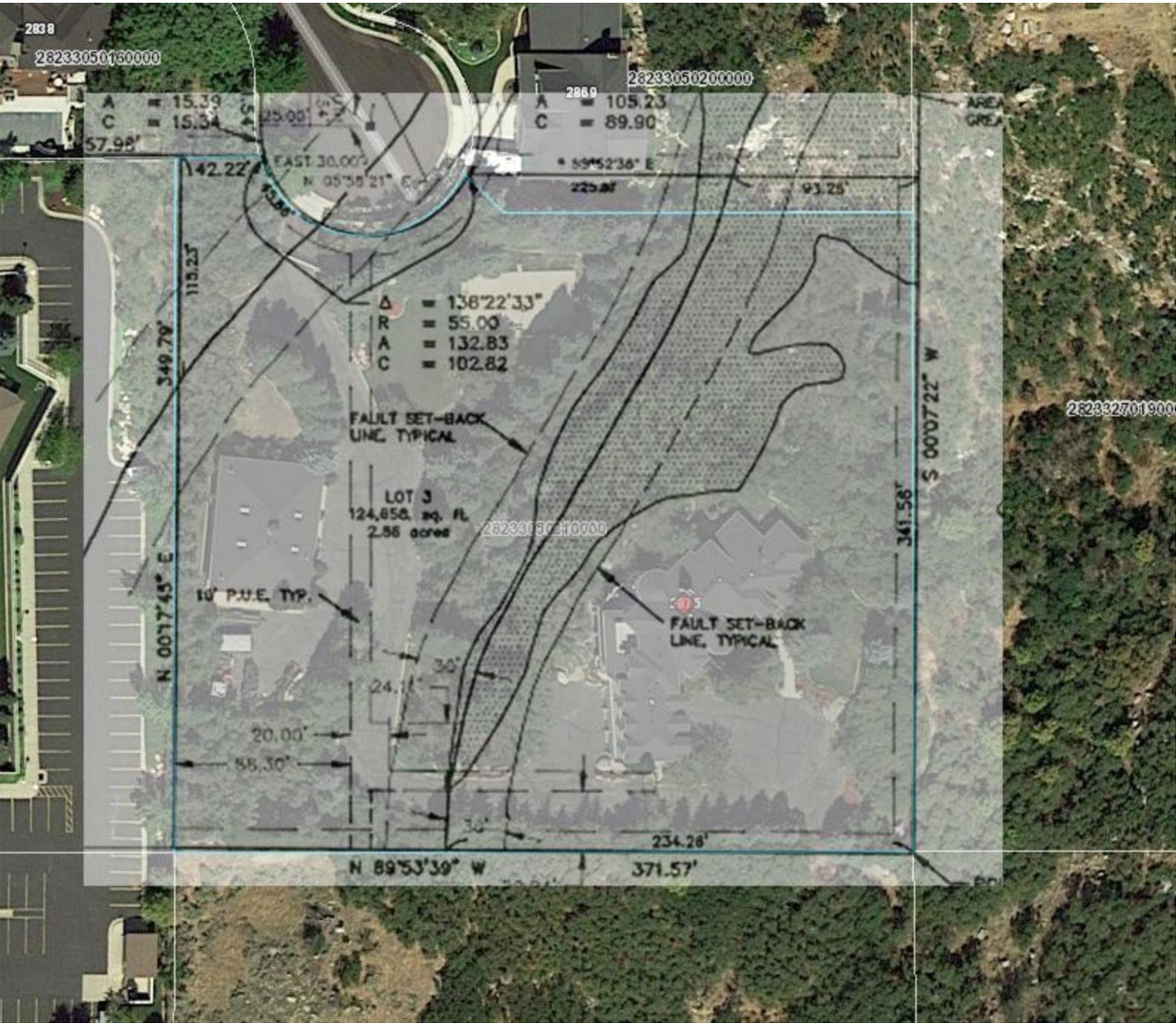
LOT 3
124,856.1 sq ft
2.88 acres

28233050210000

FALL SET-BACK
UNC. TYPICAL

282332701900





2838

28233050160000

28233050200000

A = 15.39
C = 15.34
57.98'

2860
A = 105.23
C = 89.90

AREA
GREA

142.22'
EAST 30.00'
N 05°58'21" E

225.87
93.25
59°52'36" E

Δ = 138°22'33"
R = 55.00
A = 132.83
C = 102.82

FAULT SET-BACK
LINE, TYPICAL

LOT 3
124,850 sq. ft.
2.88 acres

28233090400000

28233270190000

N 00°17'45" E

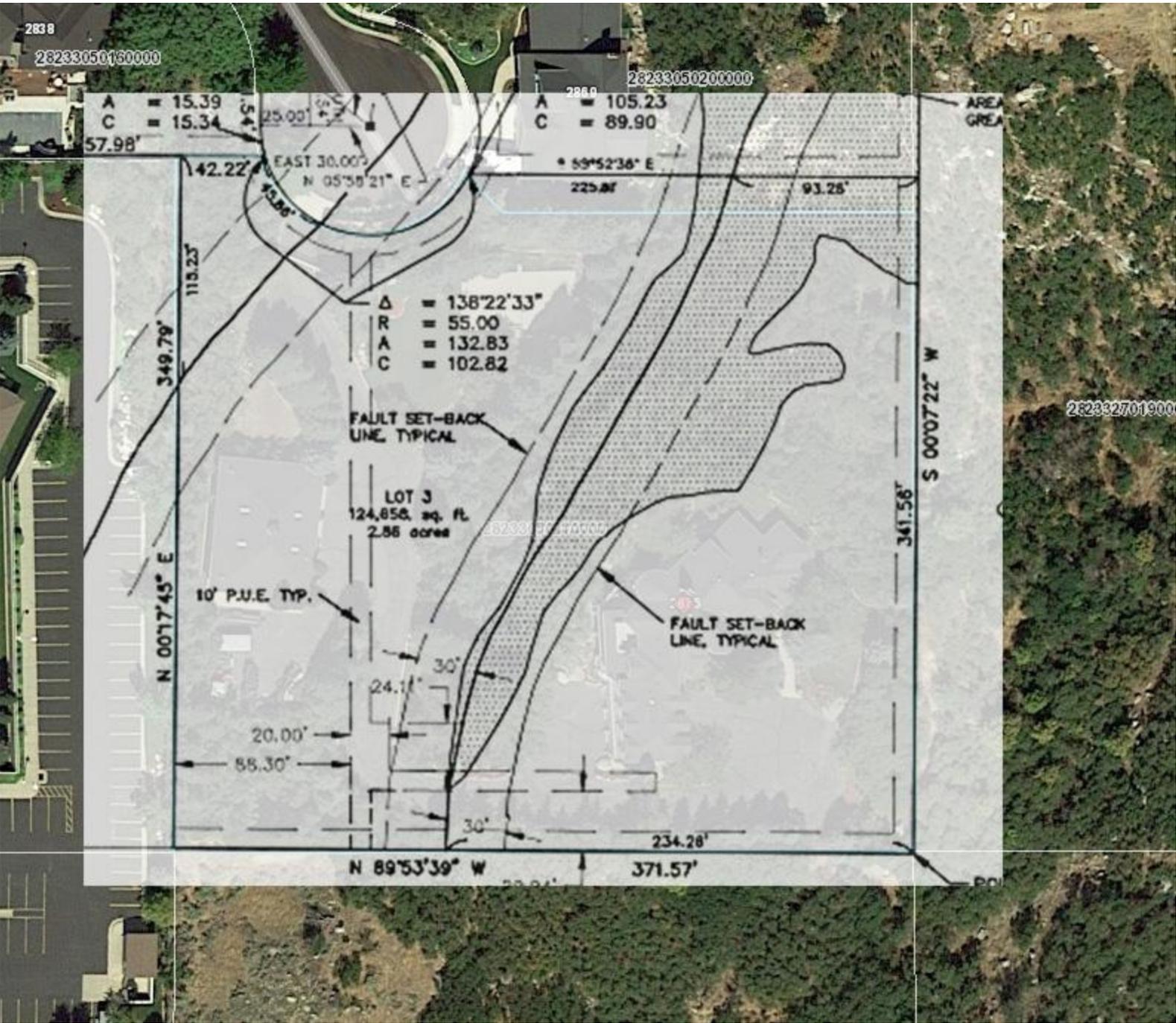
10' P.U.E. TYP.

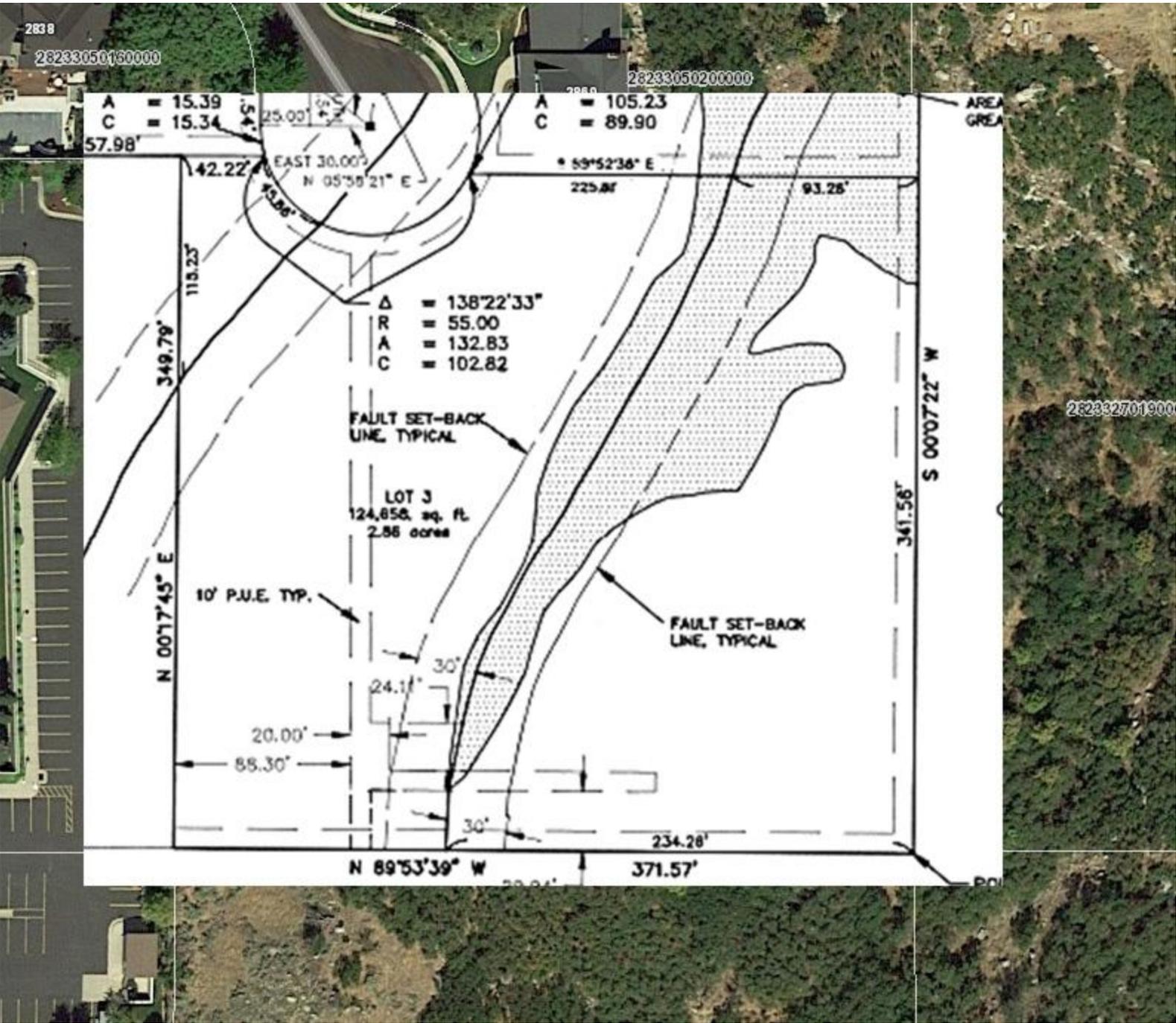
FAULT SET-BACK
LINE, TYPICAL

24.11'
20.00'
58.30'

349.79'
119.23'
341.58'
S 00°07'22" W

N 89°53'39" W
234.28'
371.57'

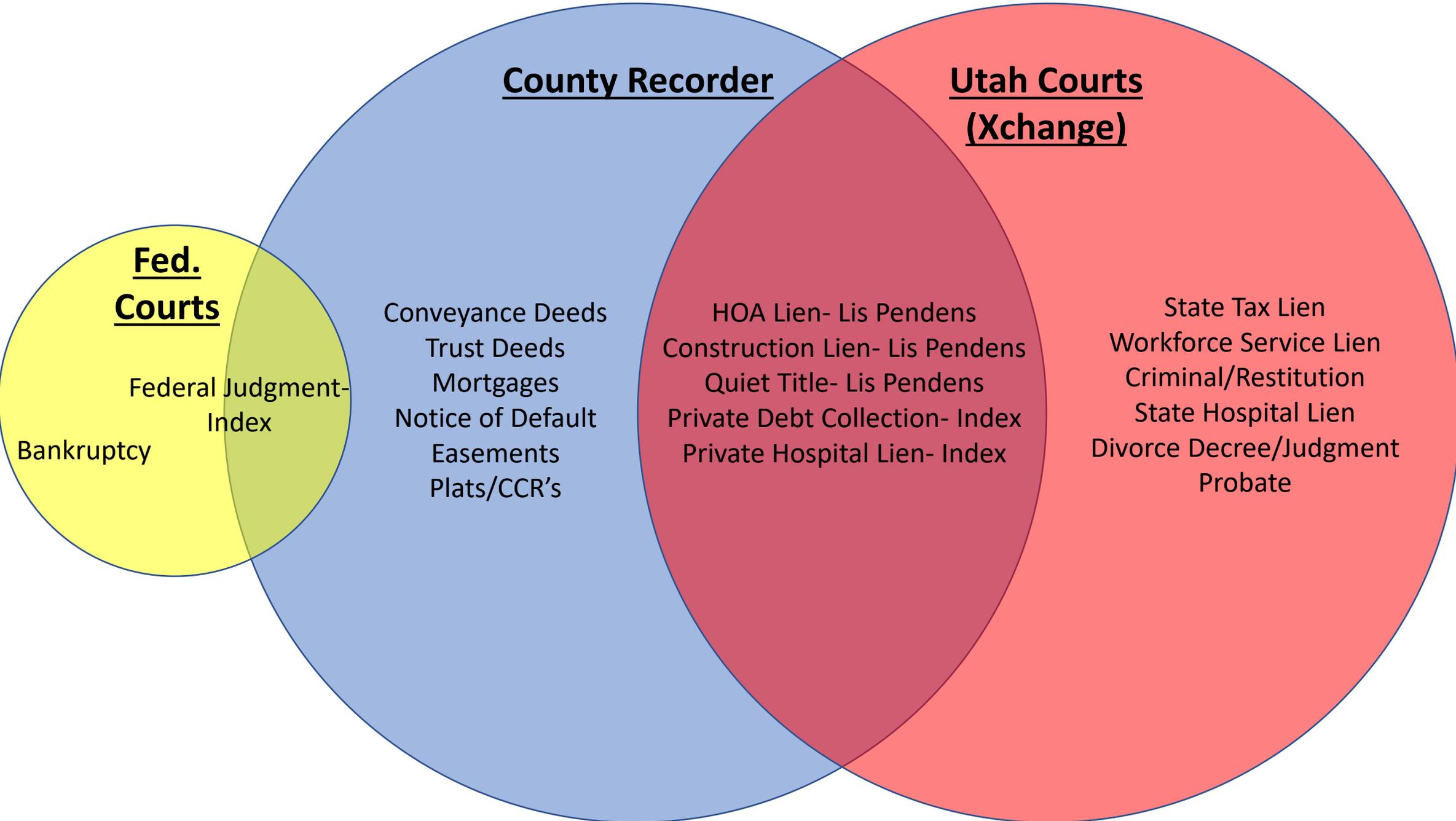




Dedicated plat notes might include:

1. Covenants, Conditions & Restrictions (CCR's)
2. Easements
 - Utility & Drainage
 - Right of Way
3. Wetlands
4. Non-buildable areas
5. Geologic information
 - Flood Zones
 - Fault Areas
6. Common Areas
7. Future Plans
8. Zoning
9. Other Stuff...





Fed. Courts

Bankruptcy
Federal Judgment-Index

County Recorder

Conveyance Deeds
Trust Deeds
Mortgages
Notice of Default
Easements
Plats/CCR's

Utah Courts (Xchange)

HOA Lien- Lis Pendens
Construction Lien- Lis Pendens
Quiet Title- Lis Pendens
Private Debt Collection- Index
Private Hospital Lien- Index

State Tax Lien
Workforce Service Lien
Criminal/Restitution
State Hospital Lien
Divorce Decree/Judgment
Probate

Federal Judgment

- Duration: 20 Years
- Judgments come from Governmental Agencies
- DEA, Homeland Security, SEC, et.
- May be renewed for additional 20 years

FEDERAL JUDGMENT

PLEASE RETURN TO:

U.S. Department of Justice
United States Attorney
ATTN: Financial Litigation Unit
P.O. Box 32
Boise, ID 83707

RETURNED
OCT - 5 2000

E 1617202 B 2699 P 583
✓ SHERYL L. WHITE, DAVIS CNTY RECORDER
2000 OCT 5 8:02 AM FEE 12.00 DEP JB
REC'D FOR U S DEPT OF JUSTICE

DEPARTMENT OF JUSTICE

NOTICE OF LIEN
FOR FINE AND/OR RESTITUTION
IMPOSED PURSUANT TO THE

ANTI-TERRORISM AND EFFECTIVE DEATH PENALTY ACT OF 1996

*Index
only*

United States Attorney's Office for
The District of Idaho

Serial Number 1

NOTICE is hereby given of a lien against the property of the defendant named below. Pursuant to Title 18, United States Code, Section 3613(c), a fine or an order of restitution imposed pursuant to the provisions of subchapter C of chapter 227 is a lien in favor of the United States upon all property belonging to the person fined or ordered to pay restitution. Pursuant to §3613(d), a notice of lien shall be considered a notice of lien for taxes for the purposes of any State or local law providing for the filing of a tax lien. The lien arises at the time of the entry of judgment and continues until the liability is satisfied, remitted, or set aside, or until it becomes unenforceable pursuant to §3613(b).

Name of Defendant: [REDACTED] Caswell

Social Security Number: [REDACTED] 9 [REDACTED] 84

Residence: [REDACTED] South 200 East,
[REDACTED] rtiful, UT 84010

Amount of Fine/Restitution: \$54,740.00

Court Imposing Judgment: UNITED STATES DISTRICT COURT
DISTRICT OF IDAHO

Court Number: 1:0000003-001

Date of Judgment: June 1, 2000

Date of Entry of Judgment: June 1, 2000

Rate of Interest if Applicable: 0%

If payment becomes past due, penalties totaling up to 25 percent of the principal amount past due may arise, 18 U.S.C. §3612(g).

IMPORTANT RELEASE INFORMATION--With respect to the lien listed above, this notice shall operate as a certificate of release pursuant to 18 U.S.C. §3613(b) by operation of law, but no later than April 15, 2026.

Place of Filing: Davis County Recorder,
Farmington, Utah

This notice was prepared and signed at Boise, Idaho, on this the
14th day of September, 2000.

BETTY H. RICHARDSON
UNITED STATES ATTORNEY
by

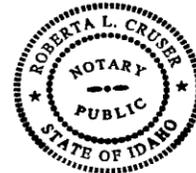
E 1617202 B 2699 P 584

AMY S. HOWE
Assistant United States Attorney
P.O. Box 32
Boise, ID 83707
Telephone Number: (208) 334-1211

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 14th day of September, 2000, before me, the undersigned, a Notary Public for the State of Idaho, personally appeared AMY S. HOWE, Assistant United States Attorney for the District of Idaho, known to me to be the person whose name is subscribed on this instrument and acknowledged to me that she executed the same for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the said date.



Roberta L. Cruser
NOTARY PUBLIC
Residing at Boise, Idaho
My Bond Expires: 06/29/06

Federal Tax Lien

Form 668 (Y) 44187 Department of the Treasury - Internal Revenue Service
 (Rev. October 1993) **Notice of Federal Tax Lien**

District: Salt Lake City, UT Serial Number: 879405181

As provided by sections 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer: [REDACTED] SON PETERSEN & CO P C, a Corporation
 Residence: 338 S 200 E 101 SALT LAKE CITY, UT 84111-2801

REC'D BY: Z JOHANSON DEPUTY - MI

08/08/94 08:47 AM 10-00
 KATIE L. DIXON
 RECORDER, SALT LAKE COUNTY, UTAH
 I.R.S.

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of lien is refilled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ended (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refilling (e)	Unpaid Balance of Assessment (f)
941	12/31/93	[REDACTED] 87-0450835	04/11/94	05/11/04	16058.91

Place of Filing: COUNTY RECORDER SALT LAKE COUNTY SALT LAKE CITY, UT 84130 Total \$ 16058.91

This notice was prepared and signed at Salt Lake City, UT, on this the 01st day of August, 19 94

Signature: [Signature] Title: Revenue Officer 87-01-1724

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax Lien Rev. Rul. 71-466, 1971-2 C.B. 409)

Part 1 - Kept By Recording Office Form 668 (Y) (Rev. 10-93)

Federal Tax Lien

- Created when federal income taxes are not paid
- Duration: 10 years & 30 days
- To attach to real property lien must be filed in the county where the property is located.
- Federal tax liens attach to all property owned by the debtor in the county where they are filed
- May be filed in multiple counties
- Filed against individuals and entities, not against specific properties

4TH DISTRICT COURT - PROVO
UTAH COUNTY, STATE OF UTAH

UTAH STATE TAX COMMISSION vs. JOHN P [REDACTED]

CASE NUMBER 046406686 Tax Lien

PARTIES

Plaintiff - UTAH STATE TAX COMMISSION

Defendant - JOHN P [REDACTED]
[REDACTED], UT 84043

Defendant - PATRICIA [REDACTED]
[REDACTED] UT 84043

ACCOUNT SUMMARY

PROCEEDINGS

10-04-04 Case filed by taxlien Paperless Tax Lien

Reference Number: T0427100 [REDACTED]

Judgment Entered - Amount \$5276.45

10-04-04 Judgment #1 Entered

Note: INCOME TAX 1/1997 to 12/1997

Creditor: UTAH STATE TAX COMMISSION

Debtor: JOHN P [REDACTED]

Debtor: PATRICIA [REDACTED]

5,276.45 Tax Lien

5,276.45 Judgment Grand Total

State Tax Lien

- Created when state income or sales taxes are not paid
- Filed in the District court office where the business or individuals reside not filed at county recorder office
- Filed electronically or "paperless"
- Attach to all property in the county where the district court is located
- Ten years & 30 days duration

Federal Judgment/Criminal Judgment

- **Federal Judgment**

1. Created by federal agencies for Federal Crimes
 - Homeland Security
 - Drug Enforcement Agency
 - Mobsters
2. Must be filed in the District Court.
3. Federal Judgments have a life of 20 years

- **Criminal Judgment**

1. Created by State Agencies for a violation of the law
2. Filed in the District Court
3. Attach to property for Eight years and 30 days

Utah Judgment Law & Real Property

Court Type	11/30/93 to 6/30/96	7/1/96 to 6/30/97	7/1/97 to 5/15/98	5/16/98 to 8/31/98	9/1/98 to 6/30/02	7/1/02 to Future
Small Claims	Obtain Abstract of Judgment from Clerk of Court and file it with District Court	Obtain Abstract of Judgment from Clerk of Court and file it with District Court	“Prior to July 1, 1997, and after May 15, 1998, a judgment entered in the small claims division of any court shall not qualify as a lien upon real property unless abstracted in the civil division of the district court ...” UCA 78-22-1	Obtain abstract of judgment from the clerk of court and file it in the registry of judgments with the District Court. UCA 78-22-1(3) & 78-22-1.5 (1). The registry is defined as “the index where a judgment shall be recorded and searchable by the name of the judgment debtor through electronic means or by tangible document.”	Obtain abstract of judgment from the clerk of court and file it in the registry of judgments with the District Court. UCA 78-22-1(3) & 78-22-1.5 (1). The registry is defined as “the index where a judgment shall be recorded and searchable by the name of the judgment debtor through electronic means or by tangible document.” Also, the creditor must file a “Separate Information Statement”*. UCA 78-22-1.5	The judgment statute changed in 2001 and is effective July 1, 2002. The judgment creditor will obtain an Abstract of Judgment from the Clerk of the Court and file it with the County Recorder. UCA 78-22-1(3) & 78-22-1.5 (1). The judgment creditor shall also file with the Abstract a “Separate Information Statement*.” UCA 78-22-1.5
Circuit Court	Obtain Abstract of Judgment from Clerk of Court and file it with District Court	Merged with the District Court	Merged with the District Court	Merged with the District Court	Merged with the District Court	Merged with the District Court
District Court/ Recorder	Docket the Judgment in the District Court	Docket the Judgment in the District Court	Record in the District Court in the Registry of Judgments	Record in the District Court in the Registry of Judgments	Record Judgment in Registry of Judgments with a Separate Information Statement* in the District Court	Must record judgment and information statement* with County Recorder as of 7-1-02

Civil Judgment

Judgments, properly docketed, are valid for eight years from the entry in the district court. As of July 1, 2002, a judgment must be recorded in with the county recorder with a separate Judgment Information sheet in order to attach to real property.

JUDICIAL DISTRICT COURT

FILED
AUG 24 2004
SECOND DISTRICT COURT

L. Miles LeBaron (#8982)
Tyler J. Jensen (#9913)
LeBaron & Jensen, P.C.
579 West Heritage Park Blvd., Ste 107
Layton, Utah 84041
Telephone: (801) 728-7008
Facsimile: (801) 728-7012
Attorneys for Plaintiff

IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR
DAVIS COUNTY, STATE OF UTAH, FARMINGTON DEPARTMENT

<p>SHAWN STRONG, an individual, Plaintiff,</p> <p>vs.</p> <p>JAMES E. HOUGHTALEN, an individual, Defendant.</p>	<p style="text-align: center;">DEFAULT JUDGEMENT</p> <p>Case No. 040700230</p> <p>Judge Memmott</p> <p style="font-size: small;">E# 2054315 PG1 OF5 DOUG CROFTS, WEBER COUNTY RECORDER REC-02-04 2:12 PM FEE \$18.00 DEF 60</p>
---	--

THIS ACTION came on the motion of the Plaintiff for a Default Judgment pursuant to Rule 55 of the Utah Rules of Civil Procedure, and the Defendant having been duly served with Summons and Complaint and not being an infant or unrepresented incompetent person and having failed to plead or otherwise defend, and default was entered, and the Court having considered and determined the damages which are a sum certain:

The Court finds that it has jurisdiction of the parties and subject matter of this cause, and further finds that Plaintiff is entitled to judgment against the Defendants for:

JUDGMENT ENTERED
BY JS

Default Judgment @J
JD18040308
040700230 HOUGHTALEN, JAMES E

E# 2054315 PG1 OF5
DOUG CROFTS, WEBER COUNTY RECORDER
02-SEP-04 2:12 PM FEE \$18.00 DEF 60
REC FOR: TYLER, J. JENSEN

- The principal amount of \$7,100.00, plus prejudgment interest.
- Prejudgment interest for four (4) years, from February 2000 to February 2004, at ten percent (10%) per annum calculated as \$710.00 from February 2000 to February 2001 (compounded to the principal equaling \$7,810.00), \$781.00 from February 2001 to February 2002 (compounded to the principal equaling \$8,591.00), \$859.10 from February 2002 to February 2003 (compounded to the principal equaling \$9450.10), and \$945.01 from February 2003 to February 2004 for a total with principal and interest of **\$10,395.11**
- Plus post-judgment interest to accrue at the current judgment rate until collected.

IT IS HEREBY, ORDERED AND ADJUDGED, this the 20th day of August, 2004.

Jon M. Memmott
DISTRICT COURT JUDGE/CLERK

STATE OF UTAH
COUNTY OF DAVIS

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL FILED IN OFFICE.

DATED THE 24 DAY OF Aug, 2004

ALSO FILED IN OFFICE
CLERK OF THE COURT

BY K. P. DEPUTY

PAGE _____ OF _____ E# 2054315 PG2 OF5

2

EXHIBIT A

PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE EAST LINE OF BURCH CREEK DRIVE WHICH IS 330 FEET NORTH 0°31' EAST AND 486.49 FEET (487.07 FEET CALCULATED) NORTH 89°45' EAST AND 118.77 FEET NORTH 8°20'30" WEST FROM THE SOUTHWEST CORNER OF SAID SECTION 9, RUNNING THENCE NORTH 8°20'30" WEST 41.74 FEET ALONG SAID EAST LINE OF BURCH CREEK DRIVE, THENCE NORTH 81°39'30" EAST 192.46 FEET TO THE SOUTHWESTERLY LINE OF EDGEWOOD DRIVE, THENCE SOUTH 33°48' EAST 44.94 FEET ALONG THE SOUTHWESTERLY LINE OF EDGEWOOD DRIVE, THENCE SOUTH 81°20'32" WEST 211.78 FEET TO THE POINT OF BEGINNING.

SERIAL NUMBER 06-060-0040

E# 2054315 PG3 OF5

Judgment Information Sheet

*The separate statement is required for all money judgments after August 30, 2001. The “separate information statement” shall include **a) the correct name and last known address of each judgment debtor; b) the name and address of the judgment creditor; c) the amount of the judgment; d) if known the debtors social security number, date of birth, and drivers license number.** If not filed with the judgment, the creditor may file a document entitled “Amendment to the Recorded Judgment” in the registry of judgments. **The Duration of the Judgment runs (eight years) from the original entry in the Registry not from the recording of the Amendment.** The priority of the judgment is the date of the recording of the Separate Information Statement except as to parties with actual or constructive knowledge of the judgment. In order for the Abstract to be recorded with the County Recorder it must include the “Separate Information Statement” UCA 78-22-1.5(4) (eff. July 1, 2002)

Judgment Information Sheet

Must Contain:

1. **Correct Name and last-known address** of each judgment creditor at which each judgment debtor received service of process
2. The name and address of Judgment Creditor
3. The amount of the judgments filed in the Registry of Judgments
4. If known, The judgment debtor's **social security number, date of birth and drivers license number** if a natural person

L. Miles LeBaron (#8982)
Tyler J. Jensen (#9913)
LeBaron & Jensen, P.C.
579 West Heritage Park Blvd., Ste 107
Layton, Utah 84041
Telephone: (801) 728-7008
Facsimile: (801) 728-7012
Attorneys for Plaintiff

IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR
DAVE COUNTY, STATE OF UTAH, FARMINGTON DEPARTMENT

SHAWN STRONG, an individual,
Plaintiff,
vs.
JAMES E. HOUGHTALEN, an
individual,
Defendant

Judgment Debtor: James E. Houghtalen
Judgment Debtor Last Known Address: 1700 South Willard Peak Road
Mantua, Utah 84324
Address at Which Debtor Received Service of Process: 1528 North Woodland Park Drive, Ste 100
Layton, Utah 84041
Name and Address Of Judgment Creditor: Shawn Strong
2473 South 1100 West
Syracuse, Utah 84075

INFORMATION SHEET
Case No. 040700230
Judge Memmott

ET 2054315 PG4 OF5

Amount of Judgment: \$10,395.11

Judgment Debtors
Social security number,
Date of birth, and
Drivers license
Number: Unknown

Stay of enforcement
And date of
Expiration: None

ET 2054315 PG5 OF5

2

Satisfaction of Judgment

12/7/2005 12:49:59 PM

L. Miles LeBaron (#8982)
Tyler J. Jensen (#9913)
LeBaron & Jensen, P.C.
476 West Heritage Park Blvd., Ste 200
Layton, Utah 84041
Telephone: (801) 773-9488
Facsimile: (801) 773-9489
Attorney for Plaintiff

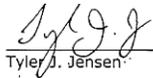
FILED
DEC - 6 2005
SECOND
DISTRICT COURT

IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR
DAVIS COUNTY, STATE OF UTAH, FARMINGTON DEPARTMENT

SHAWN [REDACTED] an individual, Plaintiff,	SATISFACTION OF JUDGMENT
vs. JAMES [REDACTED] an individual Defendant.	Case No. 040700230 Honorable Memmott

COMES NOW the Plaintiff, Shawn Strong, by and through counsel and hereby declares that the judgment against Defendant has been satisfied in full.

DATED this 2nd day of December 2005.

LEBARON & JENSEN, P.C.

Tyler J. Jensen

Satisfaction of Judgment @J

JD18763090
040700230 HOUGHTALEN,JAMES E

JUDGMENT ENTERED
BY K

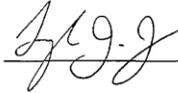
-1-

12/7/2005 12:49:59 PM

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the foregoing Satisfaction of Judgment was mailed, first-class, postage prepaid, on this 2nd day of December 2005, to the following:

Celeste Canning
2590 Washington Blvd, Ste 200
Ogden, Utah 84401



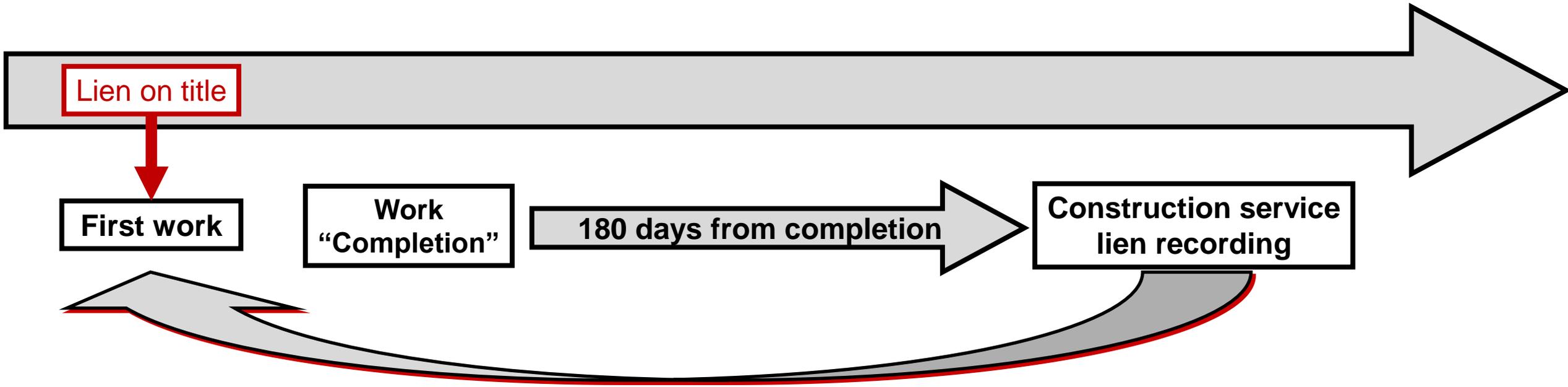
-2-

Construction Service Lien Filing Requirements: **38-1a-502 (2) Notice of construction lien -- Contents -- Recording -- Service on owner.**

(2) A notice of construction lien shall contain:

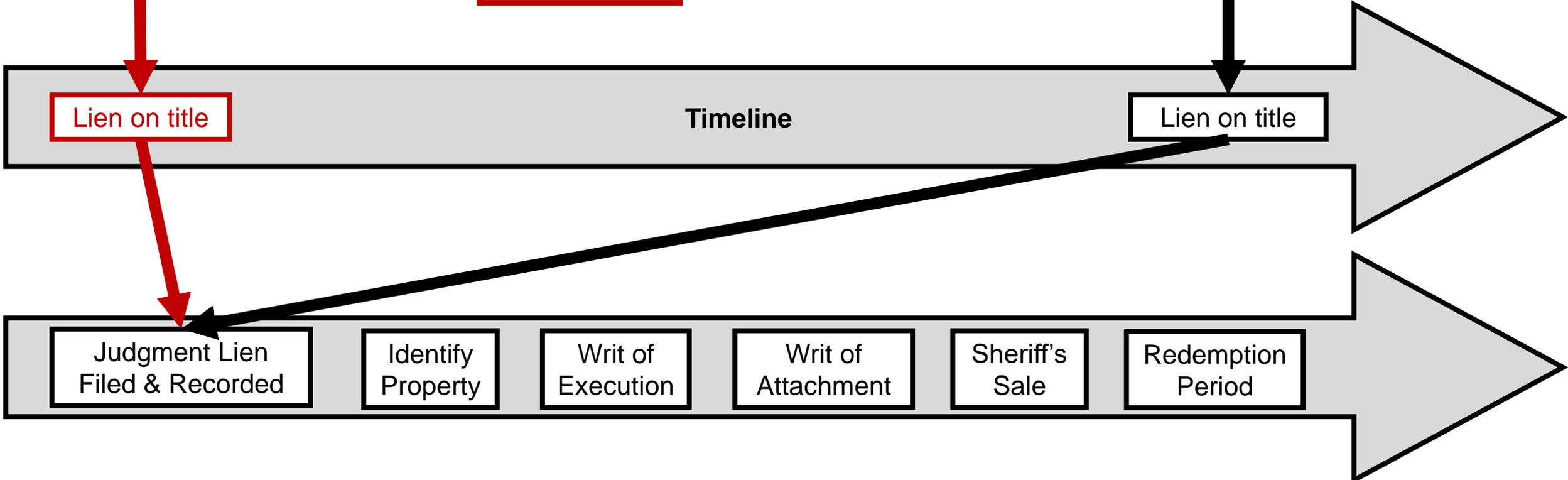
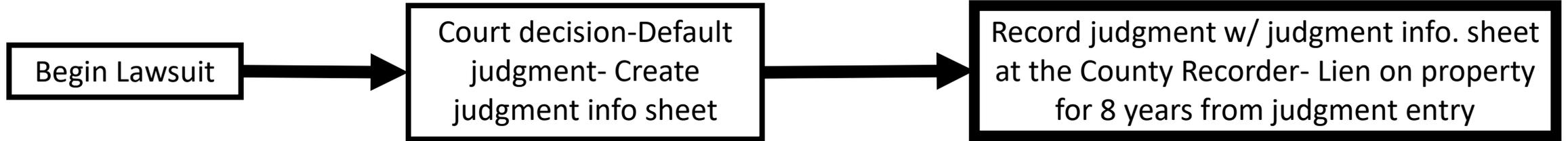
- (a) the **name of the reputed owner** if known or, if not known, the name of the record owner;
- (b) the **name of the person by whom the claimant was employed** or to whom the claimant provided construction work;
- (c) the time when the claimant **first and last** provided construction work;
- (d) a **description** of the project property, sufficient for identification;
- (e) the **name**, current **address**, and current **phone number** of the claimant;
- (f) the **amount claimed** under the construction lien;
- (g) the **signature** of the claimant or the claimant's authorized agent;
- (h) an **acknowledgment** or certificate as required under Title 57, Chapter 3, Recording of Documents; and
- (i) if the construction lien is on an owner-occupied residence, as defined in Section 38-11-102, a **statement describing what steps an owner**, as defined in Section 38-11-102, **may take to require a lien claimant to remove the lien** in accordance with Section 38-11-107.

Construction service lien priority

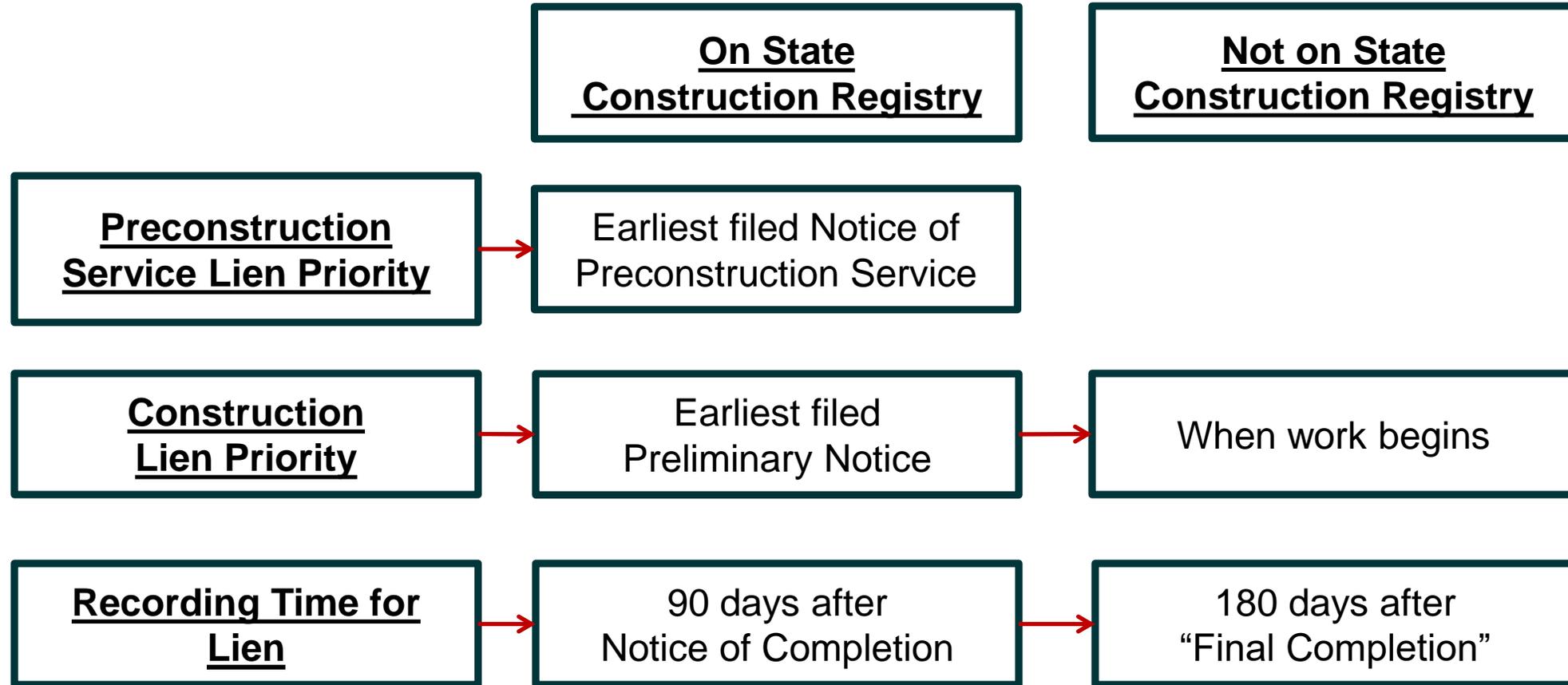


Construction Service Lien priority relates back "first work"

Real Property Lien Rights- civil judgments vs. construction service liens



Construction Service Lien Timelines



180 Days after filing Preconstruction Service Lien/Construction Service Lien to begin lawsuit (Lis Pendens)



Dashboard

Entry Number Search

Entry Number:

xxxxxxxx

[GO TO ENTRY NUMBER](#)

Create a Filing



Notice of Commencement



Construction Loan



Notice of Preconstruction Service



Notice of Intent to Finance



Preliminary Notice



Intent to Complete



Remaining to Complete



Notice of Completion



Track a Project



Loan Default

[Dashboard](#)

[Advanced Search](#)

[Fees](#)

[Guides](#)

My Information

[My Cart](#)

[My Company](#)

[My History](#)

Create a Filing

[Notice of Commencement](#)

[Construction Loan](#)

[Notice of Preconstruction Service](#)

[Notice of Intent to Finance](#)

[Preliminary Notice](#)

[Intent to Complete](#)

[Remaining to Complete](#)

[Notice of Completion](#)

[Track a Project](#)

[Loan Default](#)

Create a Filing



Notice of Commencement



Construction Loan



Notice of Preconstruction Service



Notice of Intent to Finance



Preliminary Notice



Intent to Complete



Remaining to Complete



Notice of Completion

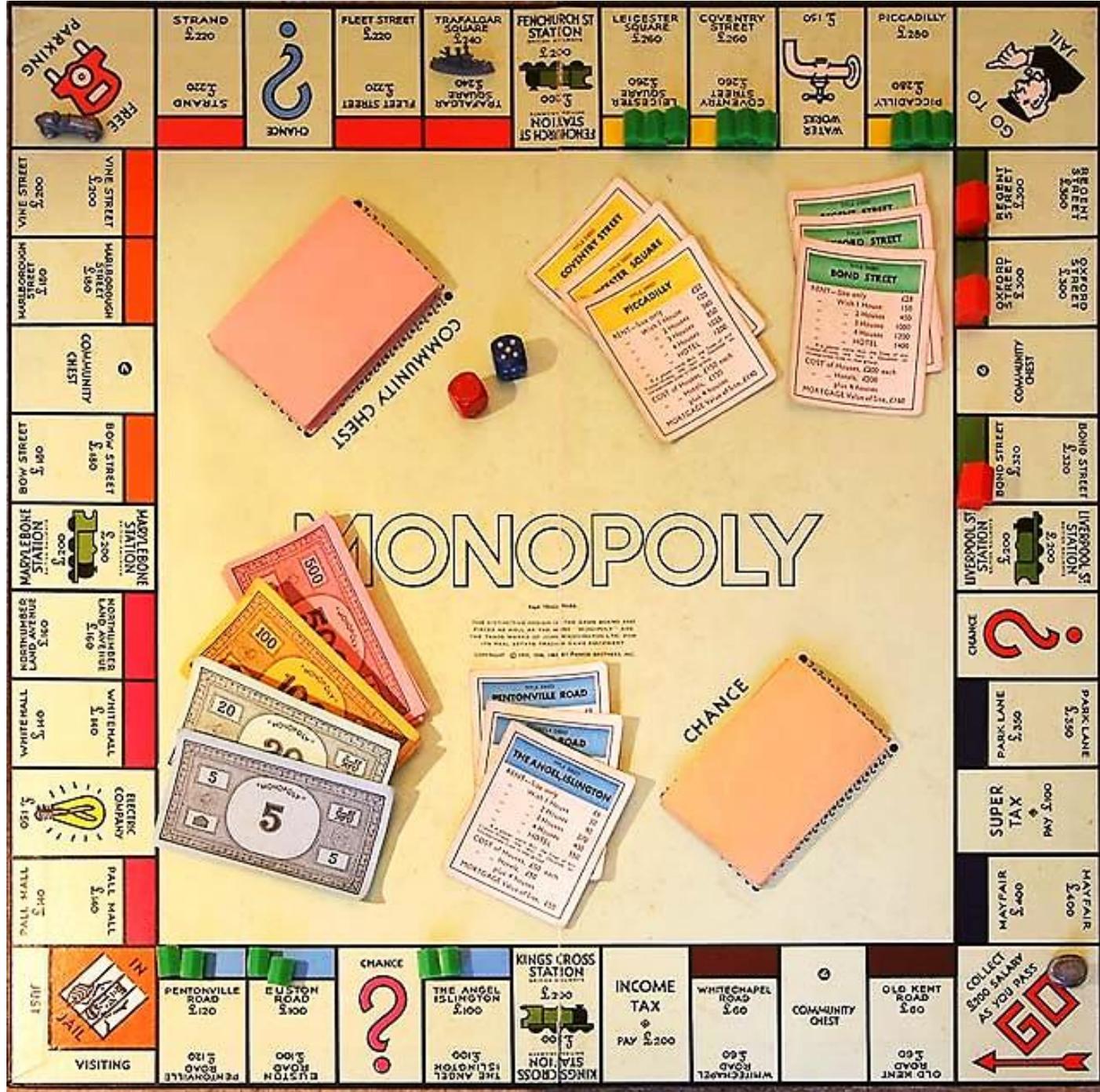


Track a Project



Loan Default





MONOPOLY

THE MONOPOLY BOARD IS THE PROPERTY OF HASBRO INC. ALL RIGHTS RESERVED. THE TRADE MARK OF JOHN WILKINSON & SONS LTD. THE MARK OF THE MONOPOLY BOARD IS THE PROPERTY OF HASBRO INC. © 1985, 1987 BY HASBRO INC.



Feature Name

Who can use? & What does it do?

Notice of Pre-Construction Service

Architect: Filed within 20 days of commencing preconstruction service for anticipated improvement. May record preconstruction lien recorded if not paid within 90 days. Preconstruction is over with first filed Prelim. Not.. All preconstruction share priority date.

Construction Loan

Title Company/Bank: After county recording of a construction mortgage or trust deed on a private project, the lender shall file, the notice of construction loan.

Preliminary Notice

Contractor/Subcontractor/Supplier: 20 days from first day on project to preserve rights. If filed after 20 days, 5-day penalty & protection for work moving forward. No Prelim-No Construction Services Lien. All preconstruction share priority date.

Notice of Completion

Title Company/Contractor/Owner: Filed after the final inspection, occupancy cert. or all substantial work is done. After Notice is filed, all remaining Preliminary Notices must be filed within 10 days and the time to file a lien is reduced to from 180 down to 90 days.

Loan Default

Title Company/Bank: Within five business days after a notice of default is filed for recording, the construction lender shall file a notice with the registry.

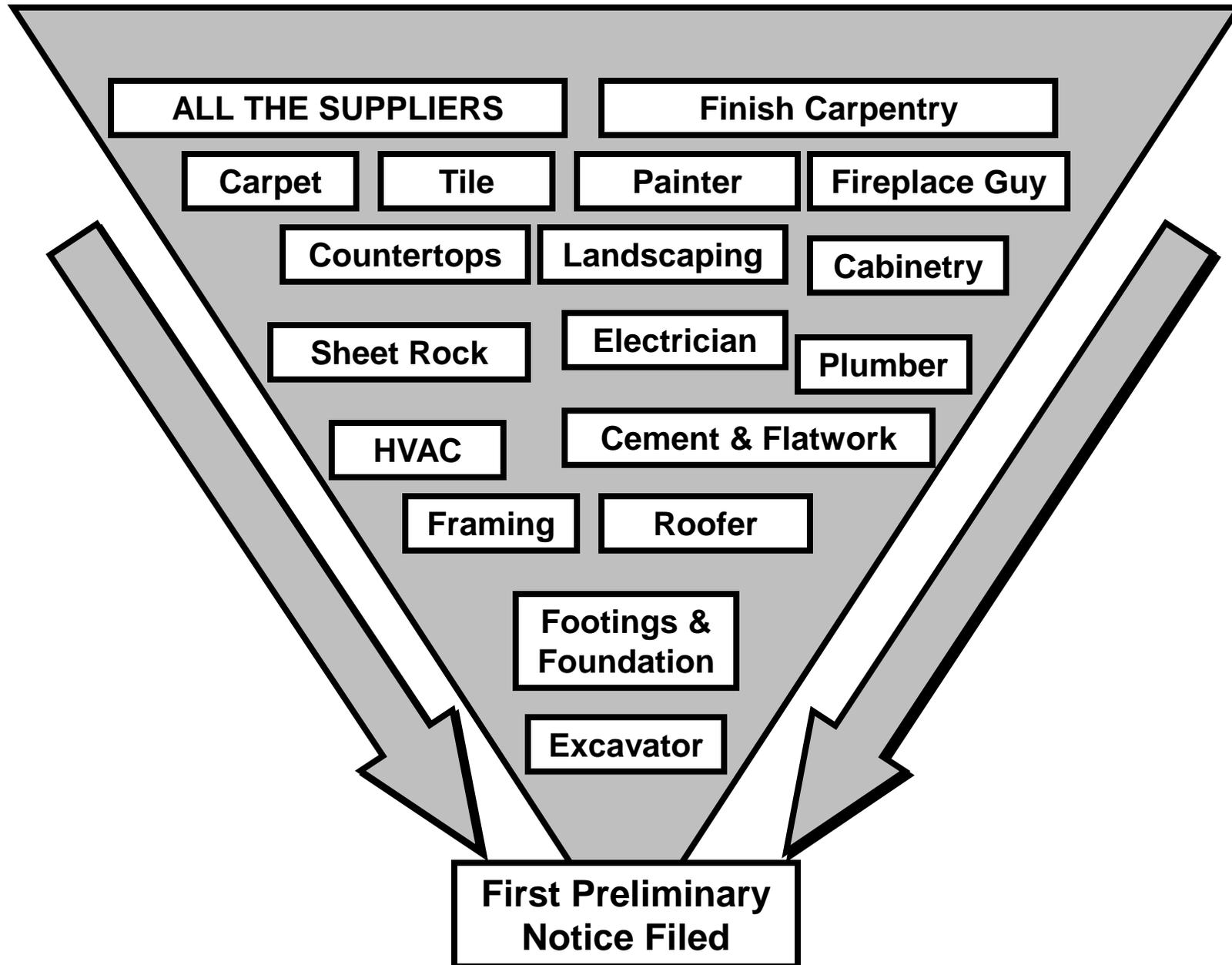
Notice of Intent to Finance **1/1/2020**

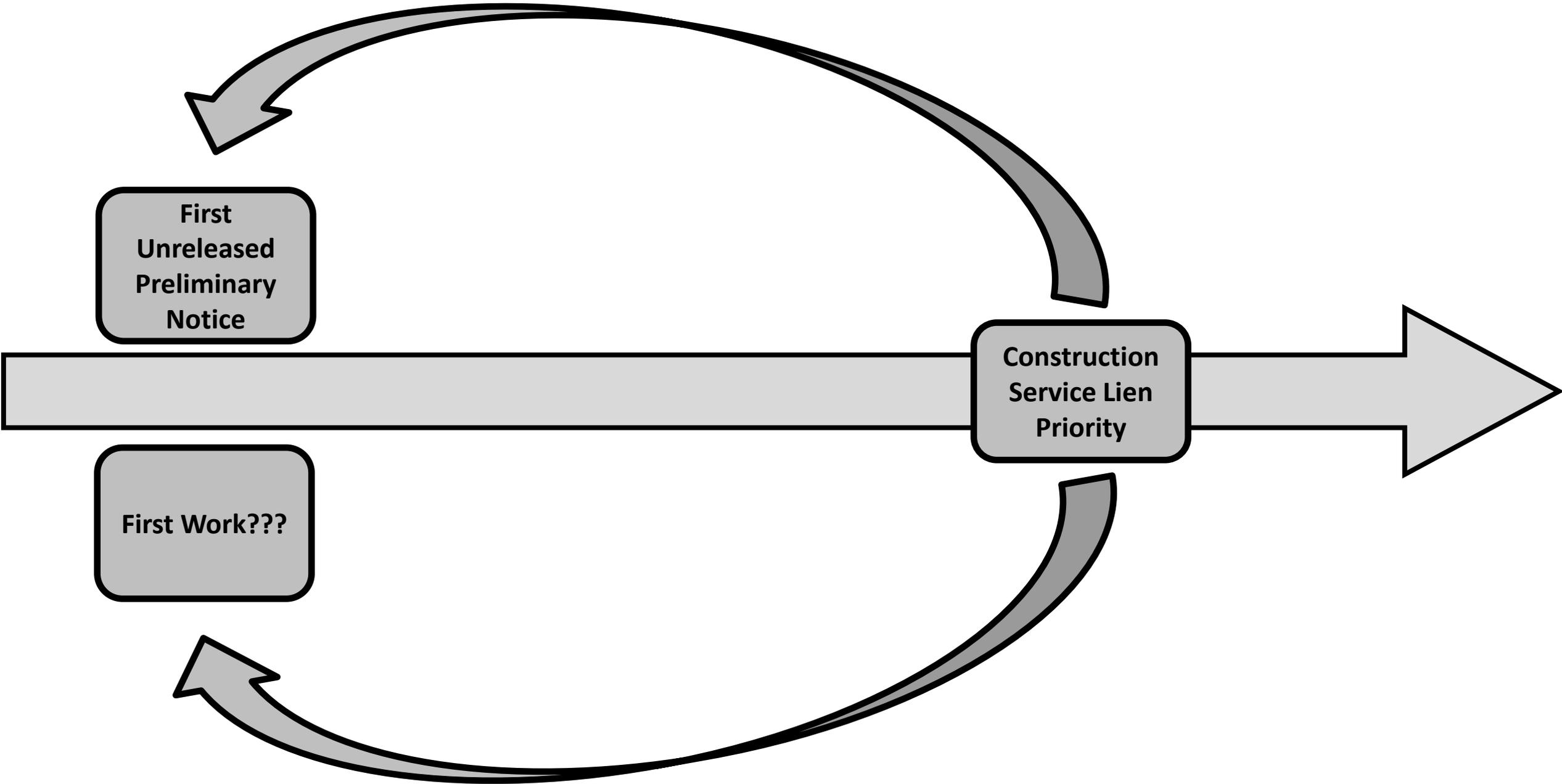
Title Company/Contractor/Owner?: Filed no less than 14 days before the anticipated financing date. Expires automatically if financing doesn't happen within 30 days of notice.

Final Lien Waiver
1/1/2020

Contractor/Subcontractor/Supplier: (1) After a notice of intent to finance is filed each sub. who filed preliminary notice may file a final lien waiver. (2) The final lien waiver may be filed even if no notice of intent to finance was filed

Construction Service Lien (Priority)





First
Unreleased
Preliminary
Notice

First Work???

Construction
Service Lien
Priority

Reviewing the Trouble with Construction Service Liens

- What about preconstruction service work?
- When are contractor/supplier lien rights established?
- Why is it so hard to know who's working on the property?
- What about broken priority?
- When does work end?
- When lien rights get cut off?
- Notice of preconstruction service/Preconstruction Lien
- First filed notice of preconstruction service, or first preliminary notice
- Contractors & suppliers must file a notice in order to have construction service lien
- Lender/Title can establish priority
- Filing of Not. of completion
- 90 days after Not. of Comp.

Divorce and Real Property

- Ownership/Tenancy
- Equity
- Child Support/Alimony
- Judgments

Divorce facts

- Divorce cancels joint tenancy
- Divorce can revoke estate planning documents/wills
- Just because the decree says one party receives the property, doesn't mean the title has changed with the recorder

Divorce Decrees

- Do divorce decrees automatically change the ownership of real property?

NO!!!

DIVORCE DECREES

(Real Property Ownership)

- A Divorce Decree can be recorded with the County Recorder's office to remove ownership interest in real property of an ex-spouse if:
 - The Legal Description and Tax Identification Number of the property is included in the Decree.

Divorce Decrees

- If a divorce decree does not contain the Legal Description and Tax I.D. it cannot change the title to the property.
- The title must then be passed
 1. By Deed from the ex-spouse
 2. By further action from the court (Quiet Title)

DIVORCE DECREES

3. During the course of the marriage the parties acquired the following
Real property:

a. A home located at . . . , Clinton, Utah 84015 more particularly described
by the following description: All of Lot / Subdivision No. 2

- i. The youngest child of the parties reaches eighteen (18) years of age, or graduated from high school in the normal course of schooling, or otherwise becomes emancipated; or
- ii. The party remarries; or
- iii. The party ceases to use the home as the primary residence; or
- iv. The party cohabitants with a non-relative adult of the opposite sex in home.

c. Upon the occurrence of one of the conditions described above, the Petitioner should receive the Petitioners fair share of the equity existing in the property at the date of the Decree of divorce. The equity is currently \$6000.00. The Petitioner shall sign a Quitclaim deed to the Respondent at the time the divorce is entered, but shall retain an equitable lien against the property in the amount of \$3000.00. Upon the occurrence of the condition described above, the Respondent should pay the Petitioner \$3000.00 to satisfy the lien. At the time of receipt, the Petitioner shall sign a Quitclaim deed removing the lien from the property

DIVORCE DECREES

Online Court Assistance Program

Name: _____
 Address: Clinton, Utah 84015
 Phone: _____

IN THE SECOND JUDICIAL DISTRICT COURT
 OF DAVIS COUNTY, STATE OF UTAH

Natalie Petitioner, * *M. M. Green* DEGREE OF DIVORCE AND JUDGMENT
 vs. * Case No. *03917*
 Don S. Respondent. * Judge: _____

The above-entitled matter came on before the court on Petitioner's Affidavit for Entry of Divorce Decree in accordance with Rule 4-913 Code of Judicial Administration. More than ninety days have passed since this matter was filed with the Court or Petitioner's motion to waive the 90-day waiting period was granted. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby,

ORDERED, ADJUDGED AND DECREED:

That the Petitioner is hereby awarded a Decree of Divorce from the Respondent, such to become final upon signature and entry herein.

1. During the course of the marriage relationship, the parties have acquired certain items of personal property. Said personal property of the parties is awarded as follows:

Description of Item	Item Becomes Sole Property of

9/9/2003 Decree of Divorce and Judgment Page 25
 Divorce Decree (4 2003) (3)
 0121310004
 0847016002 GREEN,DON S

Online Court Assistance Program

Snowmobiles and all Tools	Respondent
Motor Home	Respondent
House	Respondent
Dining Room Table	Respondent
Big screen TV	Respondent
1976 Volkswagen Dunebuggy	Petitioner
Lazy Boy Livingroom furniture	Petitioner
27" RCA TV, VCR, DVD	Petitioner
Washer/Dryer	Petitioner <i>WWS</i>
Compaq Home Computer & desk	Petitioner <i>Respondent WWS</i>

All other personal property shall be divided as the parties have already divided it.

2. During the course of the marriage, the parties have acquired certain debts and obligations. Each party is ordered to assume and pay the debts and hold the other harmless from liability as follows:

To Whom Debt is Owed	Description of Debt	Debt Becomes Sole Responsibility of
American First Credit Union	Motor Home Loan 3467685-3	Respondent
American First Credit Union	Line of credit & Visa	Respondent
Washington Mutual	Mortgage	Respondent
Chl Financial	Dining Room Table	Respondent
Weber State Credit Union	Consolidation Loan & Snowmobile	Petitioner
Capital One	Credit Card	Petitioner

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Online Court Assistance Program

All other debts are the responsibility of the person incurring the debt.

3. During the course of the marriage the parties acquired the following Real property:

a. A home located at: _____ Clinton, Utah 84015 more particularly described by the following description: All of Lot _____ / Subdivision No. 2

b. The Respondent should be awarded the exclusive use and possession of the real property until the occurrence of one of the following conditions:

- The youngest child of the parties reaches eighteen (18) years of age, or graduated from high school in the normal course of schooling, or otherwise becomes emancipated; or
- The party remarries; or
- The party ceases to use the home as the primary residence; or
- The party cohabitates with a non-relative adult of the opposite sex in home.

c. Upon the occurrence of one of the conditions described above, the Petitioner should receive the Petitioner's fair share of the equity existing in the property at the date of the Decree of divorce. The equity is currently \$6000.00. The Petitioner shall sign a Quitclaim deed to the Respondent at the time the divorce is entered, but shall retain an equitable lien against the property in the amount of \$3000.00. Upon the occurrence of the condition described above, the Respondent should pay the Petitioner \$3000.00 to satisfy the lien. At the time of receipt, the Petitioner shall sign a Quitclaim deed removing the lien from the property.

4. Neither party should be awarded alimony.

5. The parties have acquired no interest in any pension or profit sharing plan during the course of the marriage.

6. There are no children at issue in this marriage.

7. Neither the Petitioner nor the Respondent has received or is receiving public assistance from the State of Utah.

8. Prior to any Petition being filed to change any provision of the final Decree of Divorce, the parties shall attempt to resolve the issue through mediation.

9. Petitioner is restored the use of the ~~former~~ name of Natalie

DATED this *20th* day of *Oct*, *2003*

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Online Court Assistance Program

BY THE COURT
M. M. Green
 DISTRICT COURT JUDGE

CERTIFICATE OF MAILING/DELIVERY

On this *10* day of *October*, *2003*, a true and correct copy of the foregoing Decree of Divorce and Judgment was mailed, postage prepaid or delivered to Respondent at _____ Clinton, Utah 84015.

Petitioner Signature _____

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DIVORCE DECREES

(Equity Liens)

- A reward of an equitable interest in Real Property has no expiration
- It is not necessary to file an equity lien at the County Recorder's office to attach to real property

Honda; Kitchen Table; One TV;
Stereo; and Washer and Dryer;

Respondent, subject to any liens
or encumbrances owed thereon.

Two Computers; Computer
Desk; Sofa; Blue 1989 Pickup
Truck; Entertainment Center;
One TV; One VCR; and Fridge;

Respondent shall be awarded this
property free of any claims of the
Petitioner, subject to any liens or
encumbrances owed thereon.

REAL PROPERTY DESCRIPTION

DIVISION OF REAL PROPERTY

2049 West 1630 North, Clinton,
Utah 84015;

Respondent shall be awarded this
real property free of any claims
of the Petitioner, subject to any
liens or encumbrances owed
thereon, and shall pay Petitioner
\$10,000 on or before June 5,
1998 and she will then sign a quit
claim deed to the property.

1262 Porter Avenue, Ogden,
Utah 84404;

Respondent shall be awarded this
real property free of any claims
of the Petitioner, subject to any
liens or encumbrances owed
thereon, and shall pay Petitioner
\$10,000 on or before June 5,
1998 and she will then sign a quit
claim deed to the property.

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\$10,000 on or before June 5,
1998 and she will then sign a quit
claim deed to the property.

Johnson v. Johnson
Decree of Divorce
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DIVORCE DECREES & MONETARY AWARDS

- Monetary Payments awarded in Divorce Decrees do not expire, they continue as liens until they are paid and satisfied.

DECREE OF DIVORCE

I. GROUNDS

1. The bonds of matrimony are hereby dissolved and hereafter held for not on the grounds that during the course of the marriage there arose between the parties irreconcilable differences rendering the continuation of this marriage undesirable and impossible.

II. MAIDEN NAME

2. It is hereby the order of this court that the following terms and conditions are incorporated into the Decree of Divorce and by this become binding upon the parties hereto, to wit: The Petitioner shall return to her maiden name of Martins.

III. ADDITIONAL PAYMENT ADJUSTMENT BETWEEN THE PARTIES

3. It is hereby the order of this court that the following terms and conditions are incorporated into the Decree of Divorce and by this become binding upon the parties hereto, to wit: The Respondent shall pay to the Petitioner the sum of \$2,000.00 by June 5, 1998.

IV. RETIREMENT

4. It is hereby the order of this court that no retirement be awarded to either party, each party having waived any interests they may have had in the retirement of the other party.

III. ADDITIONAL PAYMENT ADJUSTMENT BETWEEN THE PARTIES

3. It is hereby the order of this court that the following terms and conditions are incorporated into the Decree of Divorce and by this become binding upon the parties hereto, to wit: The Respondent shall pay to the Petitioner the sum of \$2,000.00 by June 5, 1998.

REMOVING EQUITY LIENS

- For the proper release of and equity lien 2 documents should be signed by the lien holder and filed or recorded at the proper location
 1. Satisfaction of Decree of Divorce
 2. Quit Claim Deed



Divorce Quit Claim Deed

- Filed at the County Recorder's Office
- Contains all elements of a standard Quit Claim Deed.
- Acknowledges the release of ownership and the Equity Lien mentioned in the decree of divorce

MAIL TAX NOTICE TO <u>JANE WIFE</u> _____
Quit-Claim Deed
Order No. DECREE JOHN HUSBAND AND JANE WIFE of, County of Salt Lake, State of UTAH, hereby CONVEY to JANE WIFE of Salt Lake, State of Utah, Grantee for the sum of Ten Dollars and Other Good and Valuable Consideration the following described tract(s) of land in Salt Lake, State of UTAH: Lot 212, GILROY ACRES NO. 2 SUBDIVISION, according to the official plat thereof recorded in the office of the County Recorder of said County.
** THIS DEED IS BEING GIVEN AS PER DIVORCE FILED ON, AS CIVIL NO. . SAID DEED IS SATISFACTION IN FULL OF ALL ACTIONS SET OUT IN SAID DIVORCE AND SHALL RELEASE ANY AND ALL CLAIMS THAT MAY HAVE ARISEN AFTER SAID DIVORCE WAS FILED**
STATE OF <u>Utah</u>) County of <u>Davis</u>) SS. The foregoing instrument was acknowledged before me this _____ day of _____ 20 ____ By _____ NOTARY PUBLIC Commission Expires: _____ Residing at _____

Notice of Interest

10 E

WHEN RECORDED RETURN TO
Attorney's Home Services LLC
6792 South 1300 East
Cottonwood Heights, Utah 84121

ENT 109439:2015 Pg 1 of 1
JEFFERY SMITH
UTAH COUNTY RECORDER
2015 Dec 07 2:28 PM FEE 10.00 BY VM
RECORDED FOR ATTORNEYS HOME SERVICES

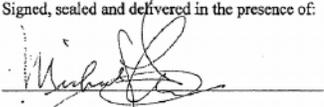
NOTICE OF FINANCIAL INTEREST

Notice is hereby given that Attorney's Home Services LLC has a financial interest in the property commonly known as, 7680 North Ansley Lane Eagle Mountain , Utah 84005 in the County of Utah, State of Utah, with the following Parcel Number and Legal Description:

Parcel: 66-217-0006
Legal Description: LOT 6, SILVERLAKE PLAT 7, A RESIDENTIAL SUBDIVISION, EAGLE MOUNTAIN, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

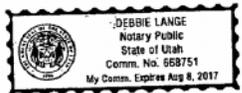
Subject to all valid easements, rights of way, covenants, conditions, reservations and restrictions of record, if any, and also to applicable zoning, land use and other laws and regulations.

IN WITNESS WHEREOF, this Notice of Interest is executed on 3 December 2015
Signed, sealed and delivered in the presence of:


STATE OF UTAH
COUNTY OF UTAH

This foregoing instrument was acknowledged before me this 3 day of December 2015, by Michael VanLeeuwen
My commission expires August 8, 2017. Witness my hand and official seal.


NOTARY PUBLIC



- Commonly used to secure a lien on property
- Is considered a lien on property
- Filing wrongful liens can result in court cases and the damaged parties can sue for treble damages (3 times the actual amount)

BANKRUPTCY*

- **Chapter 7: Liquidation.** Anyone and everything qualifies. This Chapter is designed to give the debtor a fresh start. All non-exempt property is liquidated. All debt is discharged. The debtor starts over. This chapter generally takes three months to complete. A trustee is appointed in order to liquidate any available assets. Available once every 8 years.
- **Chapter 13: Debt Adjustment.** This chapter is designed to give individual consumers some breathing room to pay something to creditors. Only individuals with regular income may file. It is typically used by consumer debtors who seek to retain their homes, automobiles or other consumers goods or to discharge debts which would not be dischargeable under Chapter 7. A trustee is appointed only for the purpose of acting as the disbursing agent for the money distributed to the creditors under the plan. The plan may extend debt for as long as five years.

*Summary From Richard C. Terry Continuing Education Class June 5,
2003

BANKRUPTCY

- During a Bankruptcy the debtor cannot sell, acquire or finance real property with approval from the trustee or the bankruptcy court
 - For Chapter 7
 - Formal order from court
 - An abandonment from the court for the real property
 - For Chapter 11 & 13
 - An order from the court approving transaction and granting relief from the automatic stay (Takes longer can force payoff amounts and release liens)
 - An abandonment (Does not release debt, but takes less time than a formal court order)

Bankruptcy

- Discharge Of Debt

- A discharge of debt does not result in an automatic release of a real property lien.

- The court must approve the sale of the property “free and clear” of any lien.

Or

- The court issues an order releasing or “avoiding” the lien

Or

- The judgment creditor has to release the lien with the district court and county recorder

Topics for Future Discussion

- Water Rights
- Mineral Rights
- Oil & Gas Leases
- Survey Exceptions
- Cell Towers
- After Acquired Title
- Reissue Rates
- & Much More...