

Backman Title Services

www.backmantitle.com

Vesting and Real Property Transfer (CORE)

Real Estate Class #RC240613

Tucker Hodgson-

Continuing Education Instructor #6728570-CEIO

Real Property

- Personal Property vs. Real Property-
 - Personal Property: Anything not permanently attached to land.
 - Real Property: Land and anything permanently affixed to the land

Personal Property



To have immediate
interest and ownership
rights in real property.

Vesting



Tenancy

How ownership in real property is held.



The Only
Time
Tenancy
Matters



Who Can Hold Title

1. LLC
2. LC
3. General Partnership
4. Limited Partnership
5. DBA
6. Corporation
7. Trustee of a Trust
8. Power of Attorney
9. Sole Proprietor
10. From Probate
11. Government Entities
12. Federal Agencies
13. State Agencies
14. City
15. County
16. Individually
17. A Married Person
18. Husband and Wife
19. A Single Person
20. Attorney in Fact
21. Administrator
22. Executor
23. Improvement Districts
24. And More

Utah Business Entity Search: <https://secure.utah.gov/bes/>

Tenancy in Residential Properties

Joint Tenancy

Upon the death of one of the property owners their interest in the property is transferred to the other owners of the property

Example: Joe Hansen and Eve Hansen, as joint tenants

(100% ownership)

(100% ownership)

Or, If title was taken after May 4, 1997

Joe Hansen and Eve Hansen, Husband and Wife

Joint Tenancy

- Joint tenants have an undivided interest with **rights of survivorship**. Utah requires that the deed explicitly confer the right of survivorship through the use of joint tenancy or right of survivorship language. An **undivided interest** is an ownership right to use and possess the entire property. However, no single co-owner can mortgage, sell, devise, or otherwise convey any piece of the property without the consent of all joint tenants. Often, joint tenants are relatives who have received the property from a will.
- When a joint tenant dies, the **right of survivorship** entitles each surviving co-owner to an equal share of the deceased's share of ownership—thus, each joint tenant maintains an equal share with the surviving joint tenants. The last joint tenant will own the land as a tenant in severalty, and will enjoy all the rights as the sole owner of the property.

Joint Tenancy continued

- A joint tenancy can only be created by intention or by [will](#), not by implication or operation of law. The deed must explicitly stipulate a joint tenancy, and the owners must be explicitly identified as joint tenants.
- A joint tenancy can be terminated when any of the joint tenants severs their interest from the joint tenancy and conveys their ownership interest to another party, who then becomes a tenant in common with the remaining joint tenants, but the original joint tenants retain their rights and interest. A joint tenancy can also be terminated by a **partition suit**, which is a lawsuit to either partition the property so that 1 or more of the joint tenants has title to a specific portion of the property, or the court can have it sold, with the proceeds of the sale divided equally among the joint tenants.



What's the
difference?

- Robert Johnson and Susanne Johnson, husband and wife as joint tenants, with full rights of survivorship and not as tenants in common
- Robert Johnson and Susanne Johnson, as joint tenants
- Robert Johnson and Susanne Johnson, husband and wife.
- Robert Johnson and Susanne Johnson, Spouses

HB276
2022
<https://le.utah.gov/~2022/bills/static/HB0276.html>

The screenshot shows the Utah State Legislature website. The top navigation bar includes links for Legislators, Bills, Code, Committees, Audits, Budget, and Research and Legal. The main content area is titled "H.B. 276 Joint Tenancy Presumption Amendments" and features a "Bill Text" tab. The bill text includes the following text: "JOINT TENANCY PRESUMPTION AMENDMENTS", "2022 GENERAL SESSION", "STATE OF UTAH", and "Chief Sponsor: Calvin R. Musselman". On the right side, there is a "Status" section for H.B. 276 and a "Hearings/Debate" section. The "Hearings/Debate" section includes a photo of Calvin R. Musselman, identified as the Bill Sponsor, and lists the Drafting Attorney as Amy L. West and the Fiscal Analyst as Bidusha Mudbhari.

29a **H → (B) Beginning on May 4, 2022, an ownership interest in real estate granted to two persons**
29b **in their own right who are designated as spouses in the granting documents is presumed to be**
29c **a joint tenancy interest with rights of survivorship. unless severed, converted, or expressly**
29d **declared in the grant to be otherwise. ←H**

H.B. 37 Joint Tenancy Presumption Amendments



UTAH STATE
LEGISLATURE

Legislators

Bills

Code

Committees

Audits

Budget

Research and Legal

Home

2024 General Session

H.B. 37

H.B. 37 Joint Tenancy Presumption Amendments

Bill Text

Status

Hearings/Debate

Enrolled

H.B. 37

JOINT TENANCY PRESUMPTION AMENDMENTS

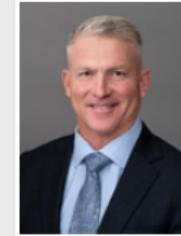
2024 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Calvin R. Musselman

Senate Sponsor: Daniel W. Thatcher

Bill Sponsor:



Rep. Musselman, Calvin
R.

Floor Sponsor:



Sen. Thatcher, Daniel
W.

Substitute Sponsor: Rep. Musselman, Calvin
R.

Drafting Attorney: Austin Weenig

Fiscal Analyst: Noah Matthew Hansen

LONG TITLE

General Description:

This bill amends the presumption of joint tenancy for certain grants of ownership interest in

H.B. 37 Joint Tenancy Presumption Amendments

Highlighted Provisions:

This Bill:

- ▶ provides that an ownership interest in real estate granted to two or more persons is presumed to be a joint tenancy with rights of survivorship.

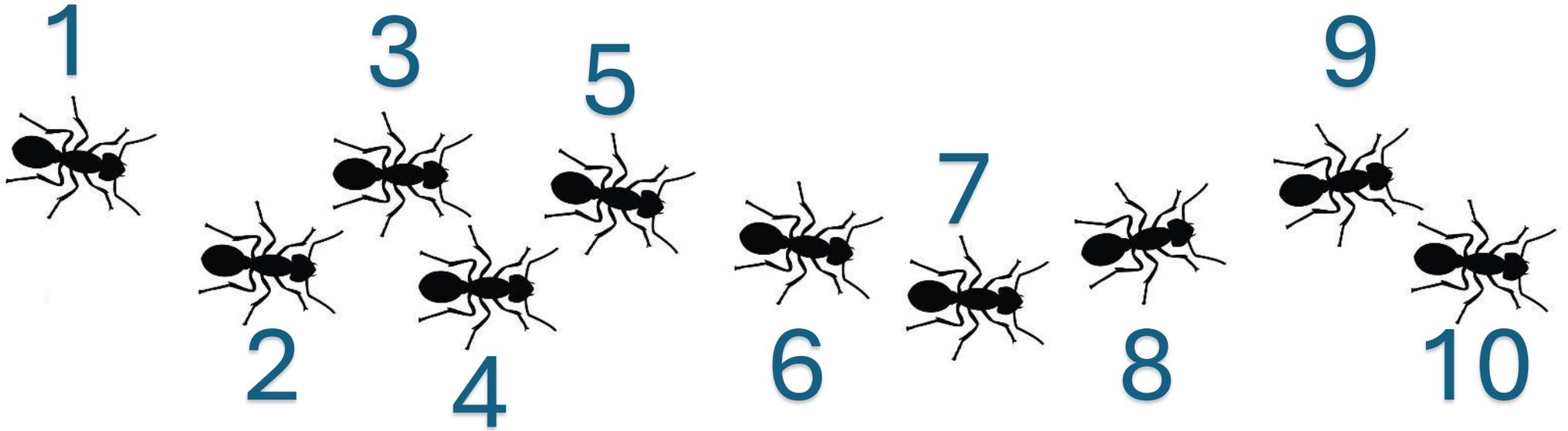
H.B. 37 Joint Tenancy Presumption Amendments

57-1-5. Creation of joint tenancy presumed -- Tenancy in common -- Severance of joint tenancy -- Tenants by the entirety -- Tenants holding as community property.

(1) (a) (i) (A) Beginning on May 5, 1997 , and ending on May 3, 2022, an ownership interest in real estate granted to two persons in their own right who are designated as husband and wife in the granting documents is presumed to be a joint tenancy interest with rights of survivorship, unless severed, converted, or expressly declared in the grant to be otherwise.

(B) Beginning on May 4, 2022 , and ending on April 30, 2024, an ownership interest in real estate granted to two persons in their own right who are designated as spouses in the granting documents is presumed to be a joint tenancy interest with rights of survivorship, unless severed, converted, or expressly declared in the grant to be otherwise.

(C) An ownership interest granted on or after May 1, 2024, to two or more persons in their own right is presumed to be a joint tenancy with rights of survivorship, unless severed, converted, or expressly declared in the grant to be otherwise.



H.B. 37 Joint Tenancy Presumption Amendments



UTAH STATE
LEGISLATURE

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2024 General Session

H.B. 37

H.B. 37 Joint Tenancy Presumption Amendments

Bill Text

Status

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Enrolled

H.B. 37

JOINT TENANCY PRESUMPTION AMENDMENTS

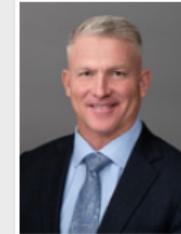
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STATE OF UTAH

Chief Sponsor: Calvin R. Musselman

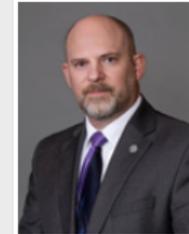
Senate Sponsor: Daniel W. Thatcher

Bill Sponsor:



Rep. Musselman, Calvin
R.

Floor Sponsor:



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Drafting Attorney: Austin Weenig

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This bill amends the presumption of joint tenancy for certain grants of ownership interest in

H.B. 37 Joint Tenancy Presumption Amendments



UTAH STATE
LEGISLATURE

Legislators

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Amends UCA 57-1-5

C) An ownership interest granted on or after May 1, 2024, to two or more persons in their own right is presumed to be a joint tenancy with rights of survivorship, unless severed, converted, or expressly declared in the grant to be otherwise.”

LONG TITLE

General Description:

This bill amends the presumption of joint tenancy for certain grants of ownership interest in

Drafting Attorney: Austin Weenig

Fiscal Analyst: Noah Matthew Hansen

Awesome Handout

2024 Joint Tenancy Changes

After May 1, 2024, any recorded deed containing 2 or more persons as grantees will create joint tenancy

The Basics of Tenancy

Tenancy refers to how ownership rights in real property are held. In Utah, individuals typically hold title as either tenants in common or joint tenants.

Tenants in Common

A tenant in common owns a fractional interest in the real property, which may be specified or divided equally among the other owners. For instance, if the deed was recorded prior to May 1, 2024, and the title is held as "Stanley Smith and Jane Doe," each owner is assumed to own 50% of the property. Upon the death of a tenant in common, their interest in the property passes to their heirs or devisees, not to the other owners. After May 1, 2024, a tenancy in common statement must be included on the deed.

Joint Tenants

Joint Tenancy operates differently, as a joint tenant's interest is equal and undivided. With title held in joint tenancy, there are rights of survivorship for the other vested owners. When a joint tenant dies, the other owners need only record an affidavit to terminate the interest of the deceased, and then title will pass automatically to the surviving owners.

Creating Joint Tenancy

Before May 5, 1997, joint tenancy was established by adding the phrase "as joint tenants" or "tenancy by entirety" after the grantee's names on the recorded deed. After that date, presumed joint tenancy was created by including the phrase "husband and wife" or "as joint tenants" after the grantee's names. From May 4, 2022, to May 1, 2024, any designation of a married or spousal relationship would create presumed joint tenancy.

2024 Update to Tenancy Laws

House Bill 37, passed during this year's legislative session, modifies Utah's joint tenancy statute (57-1-5). For deeds recorded after May 1, 2024, a recorded deed with **"two or more persons"** will create a presumed joint tenancy.

Escrow General Provisions – Buyer/Refi

8. Designation of Tenancy. The parties hereby confirm that the deed(s) prepared by Escrow Agent have been reviewed and correctly show the manner in which buyer/borrower wishes to hold title. If a change in ownership or tenancy is required by the Lender in connection with mortgage financing, and/or requested by the borrower, the buyer/borrower have instructed Escrow Agent the manner which title should be held, specifically, the name of the grantee is shown correctly, and, if multiple grantees are shown, the tenancy designation is correct. Buyer/borrower understand and acknowledge possible legal and tax consequences of their tenancy decision. Tenancy changing documents were prepared as a courtesy, at the direction, and with the approval of the undersigned. If not paid through settlement, the undersigned agree to promptly pay Escrow Agent any applicable fees.

Initials: _____

When a Joint Tenant Dies

57-1-5.1. Termination of an interest in real estate -- Affidavit.

(1) Joint tenancy, tenancy by the entirety, life estate, or determinable or conditional interest in real estate may be terminated by an affidavit that:

(a) meets the requirements of Subsection (2); and

(b) is recorded in the office of the recorder of the county in which the affected property is located.

(2) Each affidavit required by Subsection (1) shall:

(a) cite the interest that is being terminated;

(b) contain a legal description of the real property that is affected;

(c) reference the entry number and the book and page of the instrument creating the interest to be terminated; and

(d) if the termination is the result of a death, have attached as an exhibit, a copy of the death certificate or other document issued by a governmental agency as described in Section 75-1-107 certifying the death.

(3) The affidavit required by Subsection (1) may be in substantially the following form:

"Affidavit

State of Utah)

) ss

County of _____)

I, (name of affiant), being of legal age and being first duly sworn, depose and state as follows:

(The name of the deceased person), the decedent in the attached certificate of death or other document witnessing death is the same person as (the name of the deceased person) named as a party in the document dated (date of document) as entry _____ in book _____, page _____ in the records of the (name of county) County Recorder.

This affidavit is given to terminate the decedent's interest in the following described property located in _____ County, State of Utah: (description of the property).

Dated this _____ day of _____, _____.

(Signature of affiant)

Subscribed to and sworn before me this _____ day of _____, _____.

Notary public"

Affidavit to Terminate Joint Tenancy

SHERRILL O. GROVE, BEING FIRST DULY SWORN DISPOSES AND SAYS:

THAT SHE IS OF LEGAL AGE AND A RESIDENT OF UTAH.

THAT SHE IS ONE OF THE NAMED GRANTEEES AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP IN THAT CERTAIN QUIT CLAIM DEED DATED FEBRUARY 10, 2011 IN WHICH RONALD P. GROVE AND SHERRILL O. GROVE HIS WIFE, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON ARE NAMED AS GRANTEEES, RECORDED FEBRUARY 10, 2011, AS ENTRY NO. 2515171 IN THE RECORDS OF WEBER COUNTY, UTAH. SAID PREMISES IS LOCATED IN WEBER COUNTY, STATE OF UTAH, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(09-382-0007)

ALL OF LOT 115, MIRAGE ESTATES PHASE NO. 5, ROY CITY, WEBER COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE WEBER COUNTY RECORDER'S OFFICE.

THAT THE DECEDENT NAMED IN THE ATTACHED CERTIFICATE OF DEATH WAS THE HUSBAND OF THE

THAT THE DECEDENT NAMED IN THE ATTACHED CERTIFICATE OF DEATH WAS THE HUSBAND OF THE AFFIANT AND ONE AND THE SAME PERSON AS THE RONALD P. GROVE NAMED AS ONE OF THE GRANTEEES ON THE ABOVE DESCRIBED QUIT CLAIM DEED. THAT SAID RONALD P. GROVE DIED ON DECEMBER 6, 2012, IN SOUTH OGDEN, UTAH. THAT BY REASON OF SAID DEATH, THE JOINT TENANCY ON THE HEREIN BEFORE DESCRIBED PREMISES HAS BEEN TERMINATED, AND SAID PREMISES IS NOW VESTED IN SHERRILL O. GROVE, AS SURVIVING JOINT TENANT.


SHERRILL O. GROVE

AFFIDAVIT TO TERMINATE JOINT TENANCY

I, , being of legal age and being first duly sworn and in accordance with Utah Code Ann. §57-1-5.1, do hereby depose and state as follows:

1. I am over the age of 18 years and I am a resident of City, State of and I have personal knowledge of the facts contained in this Affidavit.
2. I am the of .
3. , the decedent in the attached certified copy of Certificate of Death, is the same person as named as grantee in that certain dated , recorded , as Entry No. in Book , Page in the records of the Davis County Recorder.
4. This Affidavit is given to establish as the sole owner of the Property and to terminate the decedent's interest in the following described property located in Davis, Utah:

SEE ATTACHED LEGAL DESCRIPTION.



A few things to remember about Joint Tenancy

(iii) Joint tenancy may not be established between a person and an entity or organization, including:

(A) a corporation;

(B) a trustee of a trust; or

(C) a partnership.

(iv) Joint tenancy may not be established between an entity or organization and another entity or organization.

Joint tenancy cancelled by:

- Divorce
- Homicide
- Recording an Affidavit
- Except as provided in Subsection (5)(b), if a joint tenant makes a bona fide conveyance of the joint tenant's interest in the property held in joint tenancy to himself or herself or another, the joint tenancy is severed and converted into a tenancy in common. 57-1-5 (5)(a).

Subsequent Deed: https://le.utah.gov/xcode/Title57/Chapter1/57-1-S5.html?v=C57-1-S5_1800010118000101

Death: https://le.utah.gov/xcode/Title57/Chapter1/57-1-S5.1.html?v=C57-1-S5.1_1800010118000101

Homicide: <https://le.utah.gov/xcode/Title75/Chapter2/75-2-S803.html>

Divorce: <https://le.utah.gov/xcode/Title75/Chapter2/75-2-S804.html>

Tenancy by the Entirety – Not a “thing” in Utah.

- A tenancy by the entirety is like a joint tenancy, with the tenants having an undivided interest in the property and with rights of survivorship but differs from it in that there can only be 2 tenants, they must be married, and their ownership interest cannot be conveyed without the consent and signature of both tenants. In many states, if a married couple buys property, and the deed does not stipulate the form of ownership, then a tenancy by the entirety is assumed; in other states, it must be explicitly stated in the deed.
- A tenancy by the entirety can be terminated:
 - by the death of a spouse, in which case, the surviving spouse has an ownership as a joint tenant, survivorship rights;
 - by divorce, which converts the tenancy by the entirety into a tenancy in common;
 - by agreement of both spouses;
 - or by a court-ordered sale to pay a debt for which both spouses have liability.

Tenancy by the Entirety

- These phrases **do not** create joint tenancy in Utah:
 - A Married Man
 - A Married Woman

Tenants in common

Upon the death of one of the property owners their interest in the property transfers to their heirs.

Example: Joe Hansen and John Johnson, tenants in common

(50% ownership)

(50% ownership)

Tenants in Common

- A **tenancy in common** is when the concurrent owners own a fractional interest in the property, which may vary according to owner or, usually, it is divided equally. The title to the real estate will list all the owners and their share of ownership if it is not equal. If ownership share is not specified, then the ownership is divided equally. For example, if 4 people own a property, then each has a 25% ownership interest in the entire property—the property is not divided in any way. Each co-owner has **unity of possession**. However, unlike joint tenancy or tenancy by the entirety, each co-owner can sell, mortgage, devise, or convey his interest—but not the entire property—without the consent of the other co-owners.
- When the [deed](#) listing concurrent owners does not indicate the form of ownership, and the co-owners are not married, then the form of ownership is as a tenancy in common. If the co-owners are married, then the form of co-ownership can be a tenancy by the entirety, community property in community-property states, or, less commonly, a joint tenancy.

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Tenants in Common Review

Joe Hansen and John Johnson, tenants in common

If Joe Hansen dies?

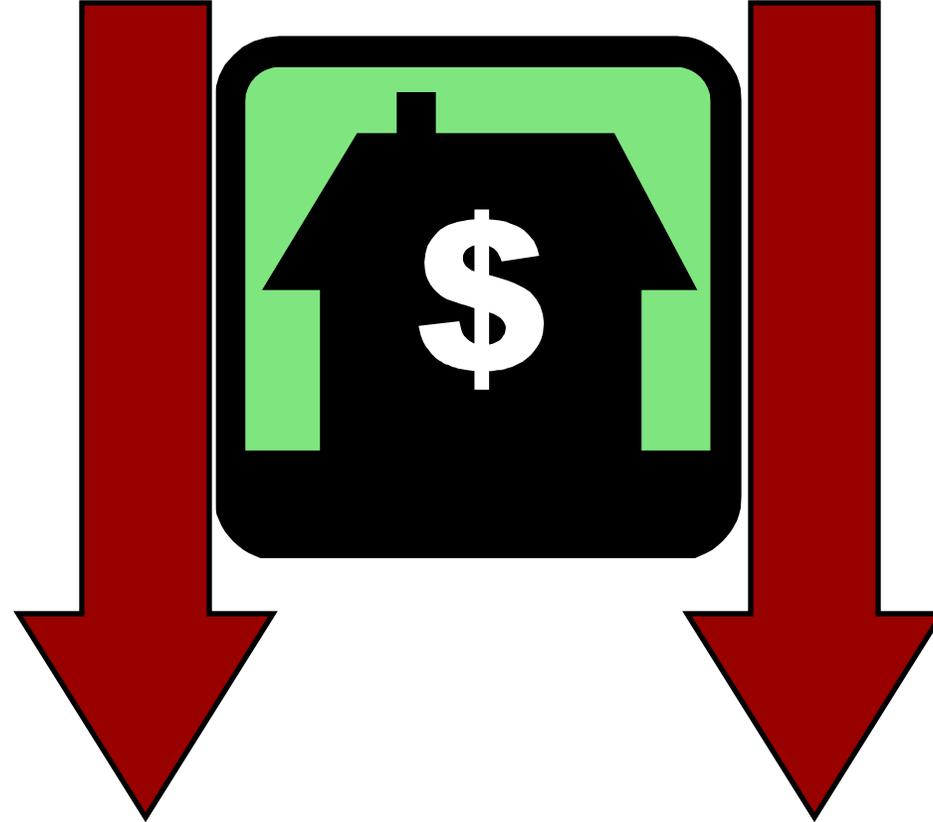
50% of the ownership interest remains with
John Johnson.

The remaining ownership interest (50%) is
immediately moved to the decedent's estate.

~~Joe Hansen & John Johnson~~

(50% ownership)

(50% ownership)

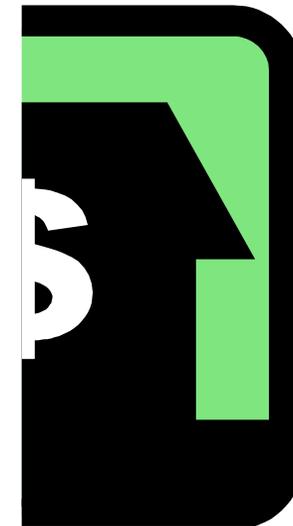


**Joe Hansen's
Heirs**

John Johnson

(50% ownership)

(50% ownership)



Tenants in Common Review

Joe Hansen and John Johnson, tenants in common

What happens to the ownership of property if Joe Hansen dies?

50% of the ownership interest remains with John Johnson.

The remaining ownership interest (50%) is immediately moved to the decedent's estate.

Sole Owner/Tenant in Common

75-3-101. Devolution of estate at death -- Restrictions

Upon the death of a person his real and personal property devolves to persons to whom it is devised by his last will.

Or

or in the absence of testamentary disposition, to his heirs

Sole Owner/Tenant in Common

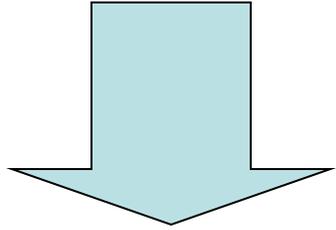
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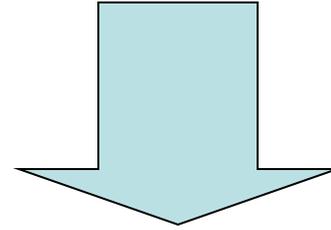
Sole ownership/Tenant in Common



Plan #1

Will
Prepared!

Testate



Plan #2

No Plan!

Intestate

Probate Advice

If you are involved in the sale or financing of a property where the vested owners are deceased, and the property is not in a trust you must:

1. Instruct your client to call an attorney & begin probate / determination of heirship proceedings immediately
2. Offers and listing agreements should not be signed on behalf of the deceased persons estate until the court has appointed an administrator, executor, or personal representative.



DURABLE POWER OF ATTORNEY FOR HEALTH CARE
(Health Care Agent)



Designation of Health Care Agent.

_____, hereby appoint _____
Agent (“Agent”) to make health care decisions for me.

Effective Date and Durability

this document I intend to create a Durable Power of Attorney for Health

Power of Attorney

- Expire upon death (even if it says “durable”)
- Manager/Members of LLC’s can’t give Power of Attorney
- Corporate officers can’t give Power of Attorney
- General Partners can’t give Power of Attorney
- Trustees & Successor Trustees of Trusts can’t give Power of Attorney (Unless specifically granted within the trust)

When Recorded, return to:
STEVE MONTANA
1600 PENNSYLVANIA AVE
SPRINGFIELD, MI 487753-0009

KNOW ALL MEN BY THESE PRESENTS

That **STEVE MONTANA** have made, constituted and appointed, and by these presents do make, constitute and appoint **JOE YOUNG** true and lawful Attorney for himself and in his name, place and stead and for his use and benefit: **STEVE YOUNG** to ask, demand, sue for, recover, collect and receive all such sums of money, debts, dues, accounts, legacies bequests, interests, dividends, annuities and demands whatsoever, as are now or shall hereafter become due, owing, payable, or belonging to **STEVE YOUNG**, and have, use and take, all lawful ways and means in his name or otherwise, for the recovery thereof by attachments, arrest, distress or otherwise, and to compromise and agree for the same, and acquaintances or other sufficient discharges for the same, for himself and in his name to make, seal and deliver; to bargain, contract, agree for, purchase, receive and take lands, tenements, hereditaments and accept the seizing and possession of all lands, and all deeds and other assurances in the law thereof; and to lease, let, demise, bargain, sell, remise, release, convey, mortgage and hypothecate, lands, tenements and hereditaments, upon such terms and conditions and under such covenants as he shall think fit. Also to bargain and agree for, buy, sell, mortgage, hypothecate, and in any and every way and manner deal in and with goods, wares and merchandise, chooses in action, and other property in possession or in action, and to make, do and transact all and every kind of business of what nature or kind soever, and also for himself and in his name and as his act and deed, to sign, seal, execute, deliver and acknowledge such deeds, covenants, indentures, agreements, mortgages, hypothecations, bottomries, charter parties, bills of lading, bills, bonds, notes, receipts, evidences of debt, releases and satisfaction of mortgage, judgment and other debts, and such other instruments in writing of whatever kind and nature as may be necessary or proper in the premises.

GIVING AND GRANTING unto his said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do if personally present **STEVE MONTANA** hereby ratifying and confirming all that his said Attorney **JOE YOUNG** shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF I has/have hereunto set my hand and seal the 8 day of JANUARY, A.D. 2008

Signed, Sealed and Delivered in the Presence of
_____ } STEVE MONTANA (Seal)
_____ } _____ (Seal)
_____ } _____ (Seal)

STATE OF Utah)
County of DAVIS) ss

The foregoing instrument was acknowledged before me this 8TH day of January 20 08
By STEVE MONTANA

NOTARY PUBLIC
Commission Expires _____
Residing at _____

Power of Attorney

GENERAL POWER OF ATTORNEY

- Generally, not accepted on for selling/purchasing/financing real property
 1. Generally, does not expire
 2. Is not tied to property
 3. Sometimes handwritten & not notarized
 4. Not acceptable to lenders

WHEN RECORDED, RETURN TO:

Steve Montana
1600 Pennsylvania Ave.
Springfield, MI 87753-0009

**POWER OF ATTORNEY
(REAL ESTATE)**

Order No. **HAPPY**

KNOW ALL MEN BY THESE PRESENTS, that I, Steve Montana hereby make, constitute and appoint Joe Young as my true and lawful attorney in fact with full power and authority in my name and in my stead and on my behalf:

1. The Power to perform any and all acts necessary to purchase, sell, convey, transfer title, deliver deeds, bargain, encumber, or contract for the sale or purchase of certain real property described as follows:

Legal Description: ALL OF LOT 8, EXPRESS ACRES SUBDIVISION

Parcel No.: 12-555-8742

2. To execute and deliver a Warranty Deed or Quit-Claim Deed conveying said real property to a third party.
3. To execute a promissory note or notes creating and evidencing an obligation as therein set forth, and to execute a Deed of Trust encumbering the above described real property and securing the repayment of the obligation described in said promissory note, and to execute all assignments of rents, financing statements, and security agreements in addition to the Deed of Trust to secure repayment of the obligation set forth in said promissory note.
4. To sign on my behalf settlement statements, disclosure statements, acceptance statements, affidavits concerning mechanic's liens, assignment of security deposits, extensions of the contract for purchase and sale, and any and all other documents and instruments required as part of the closing function pertinent hereto.

AND in general I give my said attorney in fact full power to handle all my business affairs in such manner and with such authority as myself might exercise, including the power to make, execute, and acknowledge instruments of every kind which may be proper or requisite to effectuate all or any of the premises.

I hereby ratify, confirm and approve each and every act of my said attorney heretofore and hereafter taken in conformity with this power of attorney.

THIS power of attorney shall be effective until revoked by me in writing, such revocation to be delivered to the attorney in fact above named. Everyone dealing with my said attorney in fact shall be entitled to rely upon the certificate of such attorney in fact to the effect that his/her power is in effect and has not been revoked.

***THIS POWER OF ATTORNEY SHALL NOT BE AFFECTED BY THE DISABILITY OF THE PRINCIPAL.**

***THIS POWER OF ATTORNEY SHALL AUTOMATICALLY EXPIRE BY ITS OWN TERMS UPON COMPLETION OF THE LIMITED PURPOSE SET FORTH ABOVE.**

IN WITNESS WHEREOF, I have set my hand on this 25TH day of January, 2008.

STEVE MONTANA

Power of Attorney

SPECIFIC POWER OF ATTORNEY

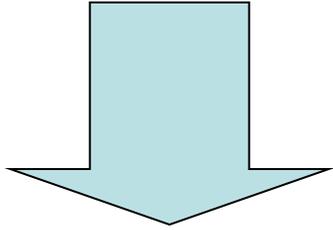
- Generally accepted on for selling/purchasing/financing real property
 1. Expiration date
 2. Is tied to property
 1. Legal description
 2. Tax identification number
 3. Signed and notarized
 4. Acceptable to lenders

Power of Attorney

How should someone with power of attorney sign?

Joe Hansen by John Johnson, Attorney in Fact

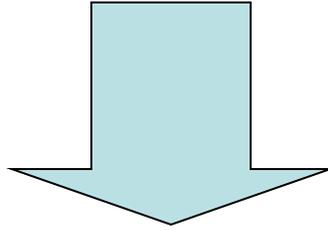
Sole ownership/Tenant in Common



Plan #1

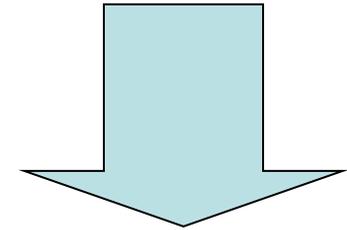
Will

Prepared!



Plan #2

No Plan!



Plan #3

Family
Trust

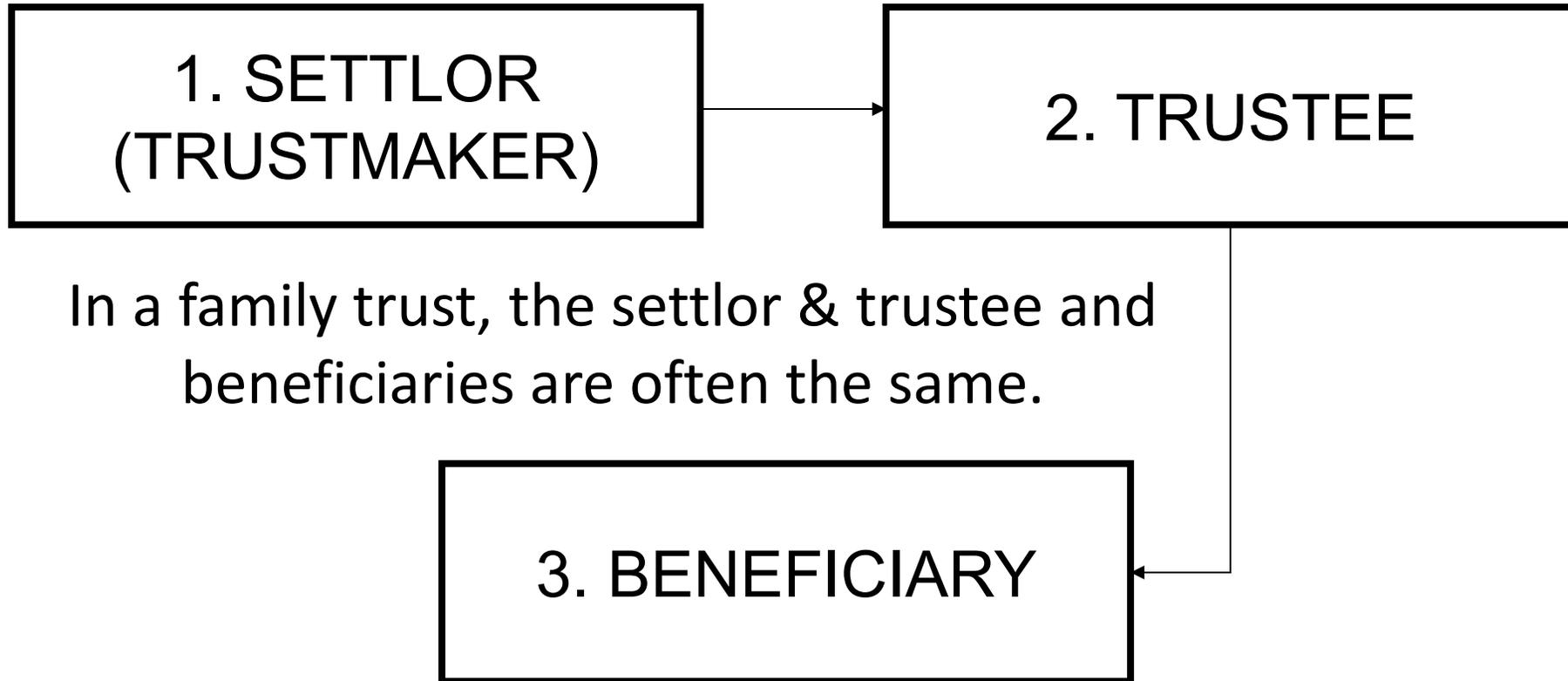
No
Probate

Property Vested in a Trust

Necessary Elements

- Correct Name of the Trust
- Date of the trust
- Date & recording information of the trust took title to the property

THREE POSITIONS OF A TRUST



In a family trust, the settlor & trustee and beneficiaries are often the same.

There is a prohibition.

Someone cannot be the only beneficiary and serve as the only trustee.

Trusts (what we need when title is vested in a Trust and typical issues involving a trust)

- a. Delegation of Authority of Trustee
 - i. Reference UCA §75-7-814/Trustee
 - ii. Reference UCA §75-7-703/Co-Trustees
- b. Certification of Trust (Reference UCA §75-7-1013)
- c. Co-Trustees
- d. Death / Incapacity / Resignation of Trustee

Certification of Trust § 75- 7-1013

Requirements

1. Statement that identifies the trust exists & has not been revoked
 - Date the trust instrument was created
2. Identity of Settlor
3. Identity and Address of the acting trustee(s)
4. Powers of the trustee
 - How these powers relate to current transaction
5. Revocable vs. Irrevocable trust “and the identity of any person holding a power to revoke the trust”
6. The name in which title to the trust may be taken

Certification of Trust § 75- 7-1013

- (6) **A person who acts in reliance upon a certification of trust without knowledge that the representations contained in it are incorrect is not liable to any person for acting and may assume without inquiry the existence of the facts contained in the certification.** Knowledge of the terms of the trust may not be inferred solely from the fact that a copy of all or part of the trust instrument is held by the person relying upon the certification.
- (7) **A person who in good faith enters into a transaction in reliance upon a certification of trust may enforce the transaction against the trust property as if the representations contained in the certification were correct.**
- (8) A person making a demand for the trust instrument in addition to a certification of trust or excerpts is liable for costs, expenses, attorney fees, and damages if the court determines that the person did not act in good faith in demanding the trust instrument.
- (9) This section does not limit the right of a person to obtain a copy of the trust instrument in a judicial proceeding concerning the trust.

CERTIFICATION OF TRUST
(U.C.A. §75-7-1013)

File No.

Dated:

I/We, _____,
Trustee(s), certify the existence of the following described Trust and state that he/she/they are all of the
current Trustees and confirm the following facts:

Name of Trust: _____

Date of Trust: _____

Trustor(s)/Settlor(s): _____

The currently acting trustee(s) of the Trust is (are): _____

Trust Identification#/Social Security Number/Tax ID#: _____

Declarant(s) state(s) that the Trust is in full force and effect and has not been revoked, terminated, or
otherwise amended in any manner which would cause the representations in this Certification to be
incorrect. The name(s) and address(es) of all persons who have any power to revoke the Trust are:

The trust is [] Revocable [] Irrevocable (check one) and the following party/parties, if any, is/are
identified as having the power to revoke the trust:

Declarant(s) state that the Trustee(s) have the following powers which may be exercised by the
Trustee(s) by initialing the appropriate line:

_____	_____	Power to acquire additional property?
_____	_____	Power to sell, convey, and exchange property?
_____	_____	Power to borrow money and encumber the trust property and execute Mortgages or Trust Deeds?
_____	_____	Power to lease property?

Declarant(s) state that the currently acting trustee has the power to enter into the pending transaction
for which the Certification of Trust is given.

AFFIDAVIT OF SUCCESSOR TRUSTEE
UPON TRUSTEE'S INCAPACITY

STATE OF UTAH)
 :SS.
COUNTY OF)

(Affiant Name), being of legal age and being first duly sworn, deposes and states as follows:

1. This Affidavit is given to evidence the incapacity of (Incapacitated Trustee Name), currently serving Trustee of the _____ Trust, under Trust Agreement dated _____, 2___ and to establish (Name(s) of Successor Trustee(s)) as Successor Trustee(s) of said Trust.

2. Affiant hereby certifies that the (Name of current Trustee) listed as Trustee of the (Name of Trust) is one and the same person as (Name of current Trustee), who is named in that/those certain Physician's/s' letter/s, a copy/copies of which is/are attached hereto and by this reference made a part hereof, declaring (Name of current Trustee) to be incapacitated and, in accordance with the terms of the above Trust Agreement, unable to continue serving as Trustee.

3. By virtue of said Physician letters and the above-referenced Trust Agreement, Affiant does hereby declare that the conditions for the appointment of Successor Trustee have been met and that, pursuant to said Trust Agreement, the Affiant is now authorized as Successor Trustee to sell, convey, or otherwise distribute, encumber or manage the Trust assets. This

AFFIDAVIT OF SUCCESSOR TRUSTEE

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

1. I have personal knowledge of the facts contained in the Affidavit and I am over the age of 18 years.
2. This Affidavit is given to evidence the death of and to establish as the Successor Trustee(s) of the Trust (“the Trust”).
3. is my .
4. The undersigned hereby certifies that , listed as Trustee in that certain Deed recorded as Entry No. , is one and the same person as listed as decedent on the attached certified copy of Certificate of Death.
5. By virtue of the death of , I do hereby declare that the conditions for Successor Trustee appointment have been met and that pursuant to Article Section of the Trust, that I am now appointed as Successor Trustee of said Trust and am authorized to convey any assets of the Trust including the property located at [REDACTED] Drive, North Salt Lake, UT 84054, which Property is more particularly described as follows:|

Trustee Resignation

(Affiant Name), being of legal age and being first duly sworn, deposes and states as follows:

1. This Affidavit is given to evidence the resignation of (resigned Trustee Name), currently serving Trustee of the _____ Trust, a Trust Agreement dated _____, 2___ and to establish (Affiant/s) as Successor Trustee/s of said Trust.

2. Affiant hereby certifies that the (Name of current Trustee) listed as Trustee of the (Name of Trust) is one and the same person as (Name of current Trustee), who executed that certain notarized Letter of Resignation, a certified copy of which is attached hereto and by this reference made a part hereof, declaring that: (Name of Trustee)is resigning his/her appointment as Trustee of the above Trust; he/she executed such letter freely and without duress or undue influence; and in accordance with the terms of the above Trust Agreement, he/she unwilling to continue serving as Trustee.

3. By virtue of said Letter of Resignation and the above-referenced Trust Agreement, Affiant does hereby declare that the conditions for the appointment of Successor Trustee have been met and that, pursuant to said Trust Agreement, the Affiant is now authorized

as Successor Trustee to sell, convey, or otherwise distribute, encumber or manage the Trust assets. This affidavit is given with specific reference to the sale, conveyance, or other distribution from the Trust Estate of that certain real property located in _____ County, State of Utah and more particularly described as follows:

(Property description)

Trustee Resignation



Verify who
can sign for
the Trust

- Trustees or Successor Trustees

One Common Trust
Characteristic

- No Power of Attorney!

TAXPAYER IDENTIFICATION NUMBER

The Trust uses the Social Security number of the Trustor as its Taxpayer Identification Number. No separate tax identification number is required while this Trust is revocable and the Trustors or either of them is acting as Trustee.

ADDRESS OF THE TRUST

The Trust uses the address of the Trustors/Trustees as its location. This address is currently



TRUSTEE AUTHORITY

(1) Subject to state law, a Trustee may appoint an Attorney-in-Fact ("Power of Attorney") and delegate to such agent the exercise of all or any of the powers conferred upon a Trustee.

(2) No purchaser from or other person dealing with a Trustee shall be responsible for the application of any purchase money or thing of value paid or delivered to such Trustee, but the receipt by a Trustee shall be a full discharge; and no purchaser or other person dealing with a Trustee and no issuer, or transfer agent, or other agent of any issuer of any securities to which any dealings with a Trustee should relate, shall be under any obligation to ascertain or inquire into the power of such Trustee to purchase, sell, exchange, transfer, mortgage, pledge, lease, distribute or otherwise in any manner dispose of or deal with any security or any other property held by such Trustee or comprised in the trust fund.

Facts About Trusts

Most Trusts are Revocable

1. Amendable
2. Replace Trustee
3. Add/Delete Property

Trusts can help avoid probate

1. Only of assets in the trust
2. Provides Successor Trustee

Who can sign for the trust?

1. The Trustee named in the trust.
- OR
2. The person named in the declaration of trust.

Signing For a Trust

- If the trustee or trustees are signing:
 - John Marino, trustee
- If the signer is a Successor Trustee:
 - John Marino, Successor Trustee

Notary Acknowledgments must also be modified to include the signer, as trustee, and the name and date of the trust.



What about evidence & documentation/capacity?

1. Copy of Trust

OR

2. Certification of Trust

Certification of Trust § 75-7-1013

Requirements

1. Statement that identifies the trust exists
 - Date the trust instrument was created
2. Identity of Settlor
3. Identity and Address of the acting trustee(s)
4. Powers of the trustee
 - How these powers relate to current transaction
5. Revocable vs. Irrevocable trust “and the identity of any person holding a power to revoke the trust”
6. The name in which title to the trust may be taken

Certification of Trust § 75-7-1013

- (6) **A person who acts in reliance upon a certification of trust** without knowledge that the representations contained in it are incorrect **is not liable to any person for acting and may assume without inquiry the existence of the facts contained in the certification.** Knowledge of the terms of the trust may not be inferred solely from the fact that a copy of all or part of the trust instrument is held by the person relying upon the certification.
- (7) **A person who in good faith enters into a transaction in reliance upon a certification of trust may enforce the transaction against the trust property as if the representations contained in the certification were correct.**
- (8) A person making a demand for the trust instrument in addition to a certification of trust or excerpts is liable for costs, expenses, attorney fees, and damages if the court determines that the person did not act in good faith in demanding the trust instrument.
- (9) This section does not limit the right of a person to obtain a copy of the trust instrument in a judicial proceeding concerning the trust.

CERTIFICATION OF TRUST

(U.C.A. §75-7-1013)

File No.:6-072632

Dated: May 15, 2018

I/We, _____,
Trustee(s), certify the existence of the following described Trust and state that he/she/they are all of the
current Trustees and confirm the following facts:

Name of Trust: _____

Date of Trust: _____

Trustor(s)/Settlor(s): _____

The currently acting trustee(s) of the Trust is (are): _____

Trust Identification#/Social Security Number/Tax ID#: _____

Declarant(s) state(s) that the Trust is in full force and effect and has not been revoked, terminated, or
otherwise amended in any manner which would cause the representations in this Certification to be
incorrect. The name(s) and address(es) of all persons who have any power to revoke the Trust are:

The trust is [] Revocable [] Irrevocable (check one) and the following party/parties, if any, is/are
identified as having the power to revoke the trust:

Declarant(s) state that the Trustee(s) have the following powers which may be exercised by the
Trustee(s) by initialing the appropriate line:

_____	_____	Power to acquire additional property?
_____	_____	Power to sell, convey, and exchange property?
_____	_____	Power to borrow money and encumber the trust property and execute Mortgages or Trust Deeds?
_____	_____	Power to lease property?

Declarant(s) state that the currently acting trustee has the power to enter into the pending transaction
for which the Certification of Trust is given.

Verify who
can sign for
the Trust

- Trustees or Successor Trustees

No Power of Attorney given to
Trustees or Successor Trustees!

(Unless granted by the trust)

TAXPAYER IDENTIFICATION NUMBER

The Trust uses the Social Security number of the Trustor as its Taxpayer Identification Number. No separate tax identification number is required while this Trust is revocable and the Trustors or either of them is acting as Trustee.

ADDRESS OF THE TRUST

The Trust uses the address of the Trustors/Trustees as its location. This address is currently



TRUSTEE AUTHORITY

(1) Subject to state law, a Trustee may appoint an Attorney-in-Fact ("Power of Attorney") and delegate to such agent the exercise of all or any of the powers conferred upon a Trustee.

(2) No purchaser from or other person dealing with a Trustee shall be responsible for the application of any purchase money or thing of value paid or delivered to such Trustee, but the receipt by a Trustee shall be a full discharge; and no purchaser or other person dealing with a Trustee and no issuer, or transfer agent, or other agent of any issuer of any securities to which any dealings with a Trustee should relate, shall be under any obligation to ascertain or inquire into the power of such Trustee to purchase, sell, exchange, transfer, mortgage, pledge, lease, distribute or otherwise in any manner dispose of or deal with any security or any other property held by such Trustee or comprised in the trust fund.

Property Vested in Business

Who can sign for this business?

1. Look at Articles of Incorporation, Operating Agreement, Organizational Documents.
2. Search the Commerce Department Business Entity Search

<https://secure.utah.gov/bes/action/index>

Transferring Title

This is a legally binding contract. It has been prepared by the Utah Association of REALTORS® for the use of its members only, in their transactions with clients and customers. Parties to this Commercial Real Estate Contract ("Contract") may agree, in writing, to alter or delete provisions of this Contract. Seek advice from your attorney or tax advisor before entering into a binding contract.

EARNEST MONEY RECEIPT

On this _____ ("Offer Reference Date") _____ ("Buyer") offers to purchase from _____ ("Seller") the Property described below and hereby delivers to the Brokerage or Title/Escrow Company, as Earnest Money, the amount of \$ _____ in the form of _____ which, upon Acceptance of this offer by all parties (as defined in Section 23), shall be deposited in accordance with state law.

Brokerage or Title/Escrow Company _____ Address _____

Received by: _____ on _____ (Date)

OFFER TO PURCHASE

1. PROPERTY (General Description):

pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated at Settlement as set forth in this Section. Tenant deposits (including, but not limited to, security deposits and prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in Section 24(c), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. For purposes of this Contract, "Closing" means that: (i) Settlement has been completed; (ii) the proceeds of any new loan have been delivered by the lender to Seller or to the escrow/closing office; and (iii) the applicable Closing documents have been recorded in the office of the county recorder.

4. POSSESSION. Seller shall deliver physical possession to Buyer within: [] _____ HOURS AFTER CLOSING; [] _____ DAYS AFTER CLOSING; [] OTHER (SPECIFY) _____ Any rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement.

5. CONFIRMATION OF BROKERAGE FEES & AGENCY DISCLOSURE. Buyer and Seller acknowledge prior receipt of written agency disclosure provided by their respective Buyer's Agent or Seller's Agent that has disclosed the agency relationships that are confirmed below. Buyer and Seller further acknowledge that Brokerage Fees due as a result of this transaction are being paid based upon the terms of a separate written agreement. At the signing of this Contract:

Seller's Agent, _____ represents [] Seller [] Buyer [] both Buyer and Seller as a Limited Agent; Seller's Brokerage, _____ represents [] Seller [] Buyer [] both Buyer and Seller as a Limited Agent;

6. TITLE TO PROPERTY & TITLE INSURANCE.

(a) Seller represents that Seller has fee simple title to the Property and will convey good and marketable title to Buyer at Closing by: [] GENERAL WARRANTY DEED [] SPECIAL WARRANTY DEED free of financial encumbrances except as provided under Section 10.1.

(b) At Settlement, Seller agrees to pay for a standard-coverage owner's policy of title insurance insuring Buyer in the amount of the Purchase Price. The title policy shall conform with Seller's obligations under Section 10.1 and with the Commitment for Title Insurance as agreed to by Buyer under Section 8.

(c) [] BUYER ELECTS TO OBTAIN A FULL-COVERAGE EXTENDED ALTA POLICY OF TITLE INSURANCE. The cost of this coverage (including the ALTA survey), above that of the standard-coverage Owner's policy, shall be paid for at Settlement by: [] BUYER [] SELLER [] OTHER__.

\$ _____ PURCHASE PRICE. Total of lines (a) through (f)

3. SETTLEMENT AND CLOSING. Settlement shall take place on the Settlement Deadline referenced in Section 24(c), or on a date upon which Buyer and Seller agree in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by this Contract, by the lender, by written escrow instructions or by applicable law; (b) any monies required to be paid by Buyer under these documents (except for the proceeds of any new loan) have been delivered by Buyer to Seller or to the escrow/closing office in the form of collected or cleared funds; and (c) any monies required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the escrow/closing office in the form of collected or cleared funds. Seller and Buyer shall each

8. BUYER'S RIGHT TO CANCEL BASED ON BUYER'S DUE DILIGENCE. Buyer's obligation to purchase under this Contract (check applicable boxes): (a) [] IS [] IS NOT conditioned upon Buyer's approval of the content of all the Seller Disclosures referenced in Section 7; (b) [] IS [] IS NOT conditioned upon Buyer's approval of a physical condition inspection of the Property; (c) [] IS [] IS NOT conditioned upon Buyer's approval of a survey of the Property by a licensed surveyor ("Survey"); (d) [] IS [] IS NOT conditioned upon Buyer's approval of applicable federal, state and local governmental laws, ordinances and regulations affecting the Property; and any applicable deed restrictions and/or CC&R's (covenants, conditions and restrictions) affecting the Property;

Deed Type - Commercial



PURCHASE AND SALE AGREEMENT FOR COMMERCIAL REAL ESTATE

This is a legally binding contract. This form has been prepared by counsel for the Utah CCIM Chapter. Parties to this Purchase and Sale Agreement for Commercial Real Estate (the "PSA") may agree, in writing, to alter or delete provisions of this PSA. All such changes should be reflected in an Addendum. The body of this PSA should not be modified. Seek advice from your attorney and tax advisor before entering into a binding contract.

**FUNDAMENTAL TERMS OF OFFER TO PURCHASE
COMMERCIAL OR MULTI-FAMILY PROPERTY**

TITLE COMMITMENT (See Section 6(a))

SURVEY (See Survey Addendum, if applicable)

The Property also includes certain rights and interests described in Section 2.

"DEED": General Warranty Deed Special Warranty Deed Other _____

"TITLE POLICY": Standard Coverage Extended Coverage

"PURCHASE PRICE": \$ _____

"EARNEST MONEY DEPOSIT": \$ _____ in the form of: Wire Transfer Buyer's Check to be deposited with Buyer's Brokerage Title Company/Escrow Agent Other _____. Buyer agrees to deliver the Earnest Money Deposit no later than four (4) calendar days after Acceptance (as defined in Section 23). The Brokerage or Other depository shall deposit the Earnest Money into the Real Estate Trust Account no later than four (4) calendar days from receipt.

Buyer's Brokerage Title Company/Escrow Agent Other _____ Buyer agrees to deliver the Earnest Money Deposit no later than four (4) calendar days after Acceptance (as defined in Section 23). The Brokerage or Other depository shall deposit the Earnest Money into the Real Estate Trust Account no later than four (4) calendar days from receipt.

"SELLER DISCLOSURE DEADLINE": (Date) _____

"DUE DILIGENCE DEADLINE": (Date) _____

"SETTLEMENT DEADLINE": (Date) _____

"SELLER'S AGENT": _____

"SELLER'S BROKERAGE": _____

"BUYER'S AGENT": _____

"BUYER'S BROKERAGE": _____

"MEDIATION": Seller and Buyer DO DO NOT elect to mediate in accordance with the provisions of Section 15. [check box]

ADDITIONAL TERMS: There ARE ARE NOT addenda to this PSA containing additional terms. If there are, the terms of the

following (each, an "Addendum" or collectively, the "Addenda") are incorporated into this PSA by this reference: [check box]

Seller Financing Financing Contingency ALTA Survey Assumption of Financing Other Addendum

Warranty Deed

Document of 2 parties

- Grantor-Entity giving title
- Grantee-Entity receiving title

When Recorded, Mail To:

TUCKER HODGSON
831 SHANNON RD
KAYSVILLE, UT 84037

The space above provided for recorder's use.

Order No. 20039036

WARRANTY DEED

LAVAR SPENCER AND MARY LYNNE SPENCER, HUSBAND AND WIFE AS JOINT TENANTS

of KAYSVILLE, County of DAVIS GRANTOR
State of UTAH, hereby CONVEY(S) AND WARRANT(S) to TUCKER HODGSON
AND MICHELLE HODGSON, HUSBAND AND WIFE AS JOINT TENANTS

E 1782266 13116 0 2002
SHERYL L. WHITE, DAVIS CNTY RECORDER
2002 AUG 30 2:22 PM FEE 10.00 DEP REC
REC'D FOR BACKMAN-STEWART TITLE SERVICES

of KAYSVILLE

GRANTEE
for the sum of

TEN & NO/100 AND FOR OTHER GOOD AND VALUABLE CONSIDERATIONS
the following tract(s) of land in DAVIS County, State of Utah:

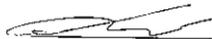
DOLLARS,

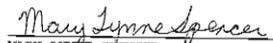
Hills
ALL OF LOT 219, KING CLARION ~~TRAC~~ NO. 2, ACCORDING TO THE OFFICIAL PLAT
THEREOF, ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.

PARCEL NO. 11-043-0219

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 of said grantor, this 28TH day of August A.D. 2002


LAVAR SPENCER

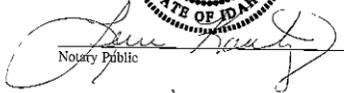

MARY LYNNE SPENCER

STATE OF UTAH }
COUNTY OF DAVIS } ss.

On the 28TH day of August
Personally appeared before me LAVAR SPENCER AND MARY LYNNE SPENCER,

the signer(s) of the within instrument, who duly acknowledged to me that he/she/they executed the same.




Notary Public

My commission expires: 9-24-07

Residing at: Boise, Idaho

WARRANTY DEED

LAVAR SPENCER AND MARY LYNNE SPENCER, HUSBAND AND WIFE AS JOINT TENANTS

of KAYSVILLE

, County of DAVIS

State of UTAH

hereby CONVEY(S) AND WARRANT(S) to TUCKER HODGSON

AND MICHELLE HODGSON, HUSBAND AND WIFE AS JOINT TENANTS

GRANTOR

Grantor (seller) Conveys and Warrants to Grantee (buyer)

1. The grantor lawfully owns fee simple title to and has the right to immediate possession of the premises;
2. The grantor has good right to convey the premises;
3. The grantor guarantees the grantee, the grantee's heirs, and assigns in the quiet possession of the premises;
4. The premises are free from all encumbrances
5. The grantor, the grantor's heirs, and personal representatives will forever warrant and defend the title of the premises in the grantee, the grantee's heirs, and assigns against all lawful claims whatsoever.

www.le.utah.gov/xcode/Title57/Chapter1/57-1-S12.html

Habendum Clause

The clause in a deed, following the granting clause which defines the extent of the estate of the grantee

SUBJECT TO current general taxes, easements, restrictive covenants, and rights of way of record.

SUBJECT TO: Easements, restrictions and rights of way appearing of record or enforceable in law and equity, and existing fence lines.

We guaranty the title for everything...

Except for this stuff.

WHEN RECORDED MAIL TO:
Jordon Lloyd Miller and Danielle Lyn Miller
1546 E. Thorpe Dr.
Eagle Mountain, UT 84005

ENT 27417:2019 PG 1 of 1
Jeffery Smith
Utah County Recorder
2019 Apr 03 11:35 AM FEE 14.00 BY DA
RECORDED FOR Cottonwood Title Insurance Agency, Inc.
ELECTRONICALLY RECORDED



CTIA No.: 110091-RCF

SPECIAL WARRANTY DEED

RESPA

Ivory Homes, Ltd., a Utah limited partnership, Grantor of Salt Lake City, State of Utah, hereby Conveys and Warrants against all who claim by, through, or under the grantor to

Jordon Lloyd Miller and Danielle Lyn Miller, joint tenants

Grantee for the sum of ten and no/100 (\$10.00) DOLLARS and other good and valuable consideration, the following described tract of land in

Utah County, State of Utah:

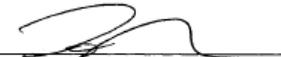
Lot 204, OVERLAND SUBDIVISION PHASE A, PLAT 2, according to the official plat thereof as recorded in the office of the Utah County Recorder.

TAX ID NO.: 48-497-0204 (for reference purposes only)

SUBJECT TO: Easements, restrictions and rights of way appearing of record or enforceable in law and equity, and existing fence lines.

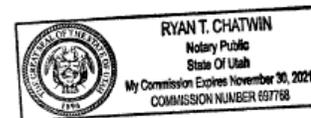
Witness, the hand of said Grantor, this 2 day of April, 2019.

Ivory Homes, Ltd., a Utah limited partnership
By: **Value LC, a Utah limited liability company, General Partner**


By: **Ryan R. Tesch, its Secretary**

State of Utah)
) :ss
County of Salt Lake)

On the 2 day of April, 2019, personally appeared before me, Ryan R. Tesch, who being duly sworn did say that he is the Secretary of Value LC, a Utah limited liability company, which is the General Partner of Ivory Homes, Ltd., a Utah limited partnership, and that the foregoing instrument was signed in behalf of said Partnership and said Ryan R. Tesch acknowledged to me that the said Partnership executed the same.




Notary Public

Warranty Deed vs. Special Warranty Deed

Warranty Deed

- The premises are free from all encumbrances
- Covenant of Quiet Enjoyment Included

Special Warranty Deed

- The granted property is free from all encumbrances made by that grantor
- Covenant of Quiet Enjoyment not included

When Recorded, Mail To:

TUCKER HODGSON
831 SHANNON RD
KAYSVILLE, UT 84037

E 1827426 8 3196 P 493
SHERYL L. WHITE, DAVIS CNTY RECORDER
2002 DEC 30 10:17 AM FEE 10.00 DEP MT
REC'D FOR BACKMAN-STEWART TITLE SERVICES

219 - King Clarion Hills 2

The space above provided for recorder's use.

Order No. 20039036

QUIT-CLAIM DEED

TUCKER HODGSON AND MICHELLE HODGSON

grantor
of KAYSVILLE, County of DAVIS, State of Utah, hereby
QUIT-CLAIM TO TUCKER M. HODGSON AND MICHELLE HODGSON HUSBAND AND WIFE AS JOINT
TENANTS

grantee
for the sum of
DOLLARS,
of KAYSVILLE, County of DAVIS, State of Utah:
TEN & NO/100 AND FOR OTHER GOOD AND VALUABLE CONSIDERATIONS
the following described tract of land in DAVIS County, State of Utah:

ALL OF LOT 219, KING CLARION HILLS NO. 2, ACCORDING TO THE OFFICIAL PLAT
THEREOF, ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.

PARCEL NO. 11-043-0219

WITNESS, the hand of said grantor, this 27TH day of December, A.D. 2002

Signed in the Presence of

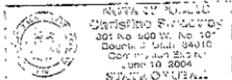
Tucker Hodgson
TUCKER HODGSON

Michelle Hodgson
MICHELLE HODGSON

STATE OF UTAH }
COUNTY OF DAVIS } ss.

On the 28TH day of August, A.D. 2002
Personally appeared before me TUCKER HODGSON AND MICHELLE HODGSON

the signer(s) of the within instrument, who duly acknowledged to me that he/she/they executed the same.



Christine Sordavay
Notary Public

My commission expires:

Residing at:

Quit Claim Deed

- A deed operating as a release: intended to pass any title, interest, or claim which the grantor *may* have in the property, but not containing any warranty of a valid interest or title in the grantor.
- Used to remove interests from divorces, contracts, or notice of interests.

Quit Claim vs. Warranty Deed

Order No. 20039036

QUIT-CLAIM DEED

TUCKER HODGSON AND MICHELLE HODGSON

of KAYSVILLE

, County of DAVIS

grantor

, State of Utah, hereby

QUIT-CLAIM TO
TENANTS

TUCKER M. HODGSON AND MICHELLE HODGSON HUSBAND AND WIFE AS JOINT

Order No. 20039036

WARRANTY DEED

LAVAR SPENCER AND MARY LYNNE SPENCER, HUSBAND AND WIFE AS JOINT TENANTS

of KAYSVILLE

, County of DAVIS

GRANTOR

State of UTAH

, hereby

CONVEY(S) AND WARRANT(S) TO

TUCKER HODGSON

AND MICHELLE HODGSON, HUSBAND AND WIFE AS JOINT TENANTS

Transferring Title

Property can be transferred by Court or Government actions

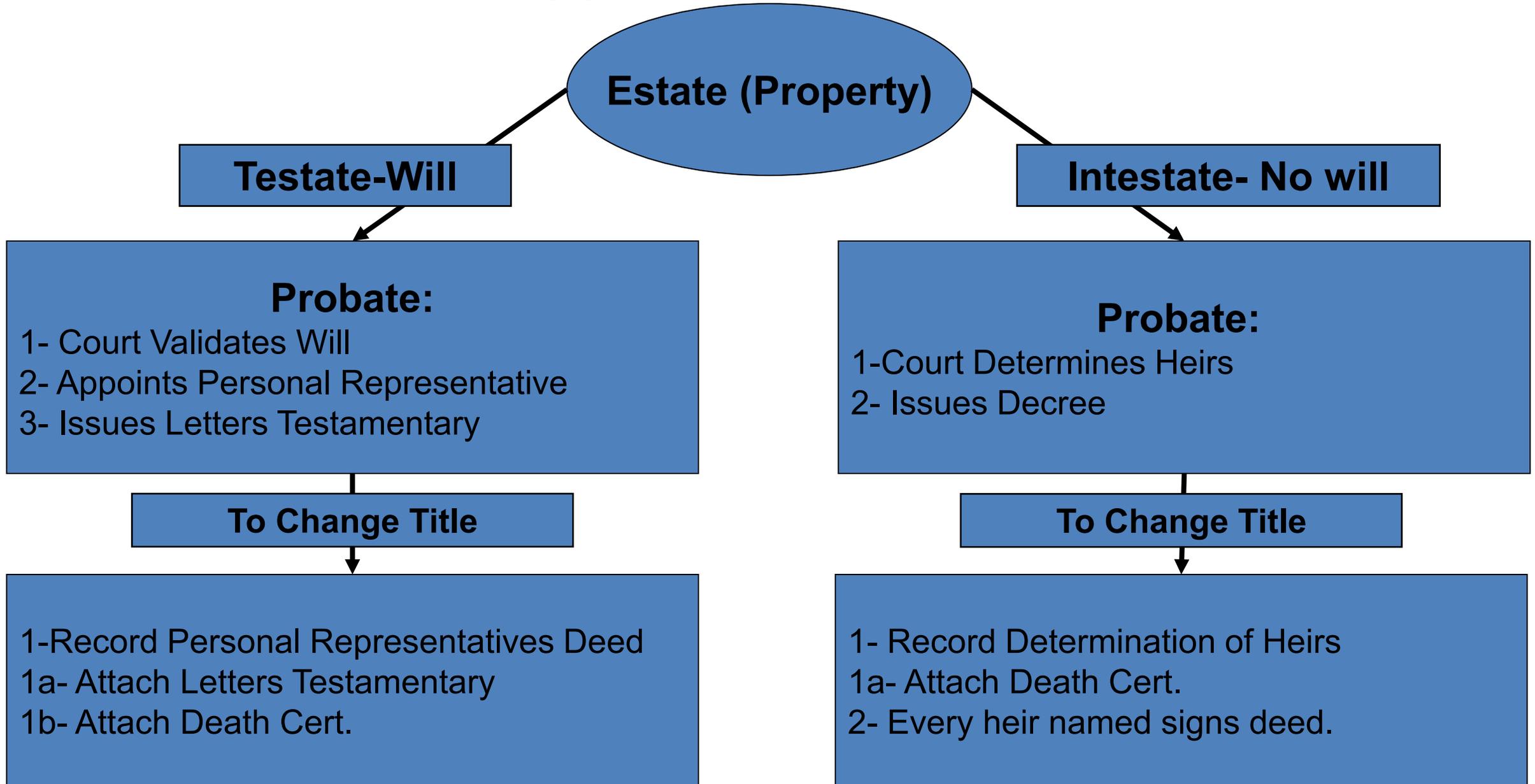
- Quiet Title
- Divorce
- Bankruptcy
- Eminent Domain/Condemnation
- Probate

Can you take a listing if an owner of the property is deceased?

The answer depends on the property vesting.

1. Yes, If the property was vested in joint tenancy
 - Obtain an original death certificate and send it to your title company
2. No, If the owners of the property were tenants in common.
 - If one of the owners has died, his portion of the property must go through probate/determination of heirs.

What happens to the real estate?



WHEN RECORDED, RETURN TO:
Scott D Atkinson and Cheryl D Atkinson

Order Number: 6-004694

PERSONAL REPRESENTATIVE'S DEED

THIS DEED, made by as Personal Representative for the Estate of , deceased of State of Utah, as Grantor to as Grantees of .

Whereas Grantor is the qualified Personal Representative of said estate, filed as Probate No. in the Court in and for Davis County, State of Utah.

THEREFORE, for value consideration received Grantor hereby quit claims to Grantee all of the estate's interest in the following described real property located in Davis County, State of Utah:

All of Lot 4, Lakewood Plat A, Layton City, Davis County, Utah, according to the official plat thereof on file and of record in the office of the Davis County Recorder.

Parcel No.: 10-057-0004

EXECUTED this 11th day of October, 2004.

Personal Representative of the Estate of

STATE OF Utah)
County of Davis) SS.

The foregoing instrument was acknowledged before me this 11th day of October, 2004.
By _____
the Personal Representative of the Estate of _____

NOTARY PUBLIC

Commission Expires: _____

Residing at _____

Personal Representatives Deed

Used post probate

1. Person in title has died
2. The decedent prepared a will.
3. Court has validated the will and issued Letter
4. The Court Determines whether the Probate is Supervised or Unsupervised
5. Letters Attached to Personal Representative's Deed are Letters Testamentary and Death Certificates
6. A Personal Representative's Deed contains no guaranty of title



Conservator's Deed

- Not a Guardian's Deed!
- Deed from someone appointed by the court to handle the estate of a minor or someone whom the court declared incompetent.
- Not common

Guardianship/Conservatorship

- Not a common title issue
- A “Guardian” means a person who has qualified as a guardian of a minor or incapacitated person pursuant to a testamentary or court appointment. UCA 75-1-201(20).
- A “Conservator” means a person who is appointed by a court **to manage the estate of a protected person.** UCA 75-1-201(7).

The Order of the Court is stated below:

Dated: April 03, 2018
11:57:07 AM

At the direction of:
/s/ ROYAL I HANSEN
District Court Judge

by
/s/ BETSY JENSEN
District Court Clerk

Kent E. Snider, UBN 6334
Attorney-at-Law
2825 East Cottonwood Parkway, Suite 500
Salt Lake City, Utah 84121
Phone: 801-837-2598
Fax: 801-218-3282
Email: AttorneyKentSnider@gmail.com

Attorney for Petitioners

In The Third Judicial District Court
in and for the County of Salt Lake, State of Utah
450 South State Street, P.O. Box 1860, Salt Lake City, Utah 84114

In The Matter of The Guardianship and Conservatorship of: Linda Thorpe An Incapacitated Person	Order Appointing Guardian and Conservator for Linda Thorpe Case No. 173902592 Judge: Linda Jones
--	---

On January 10, 2018, the parties appeared before the Honorable Royal I. Hansen, Third District Court Judge. Petitioners were present and represented by attorney Kent E. Snider. The Respondent was present and represented by attorney Mary C. Rutledge. The Court finding all the necessary pleadings and supporting documents having been filed, and with no objections filed, Orders as Follows.

1. Tiffany Black is appointed Guardian of Linda Thorpe, with the following limited authority:
 - a. Authority to speak to Respondent's clinicians and prescribing physicians and to require the Respondent's continued compliance with all medically necessary recommendations and to insure regular necessary lab work is completed as necessary, and to have access to all lab results to ensure proper monitoring of Respondent's clinical needs.
 - b. Respondent's guardian shall be consulted and allowed to participate in all

Order Appointing Guardian and Conservator
In The Matter of T Linda Thorpe
Page 1 of 2

The Order of the Court is stated below:

Dated: April 03, 2018
11:59:28 AM

/s/ BETSY JENSEN

District Court Clerk



Kent E. Snider, UBN 6334
Attorney-at-Law
2825 East Cottonwood Parkway, Suite 500
Salt Lake City, Utah 84121
Phone: 801-837-2598
Fax: 801-218-3282
Email: AttorneyKentSnider@gmail.com

Attorney for Petitioners

**In The Third Judicial District Court
in and for the County of Salt Lake, State of Utah**
450 South State Street, P.O. Box 1860, Salt Lake City, Utah 84114

In The Matter of The Guardianship and Conservatorship of: Linda Thorpe An Incapacitated Person	Letters of Appointment of Guardian Case No. 173902592 Judge: Linda Jones
--	---

On January 10, 2018 the above court duly appointed and qualified Tiffany Black as Guardian of the person of Linda Thorpe (DOB 5/17/1941) with the following *limited authority*:

1. Authority to speak to Respondent's clinicians and prescribing physicians and to require the Respondent's continued compliance with all medically necessary recommendations and to insure regular necessary lab work is completed as necessary, and to have access to all lab results to ensure proper monitoring of Respondent's clinical needs.
2. The Respondent shall be involved in decisions regarding her physical care. However, Respondent's guardian shall be consulted and allowed to make final decisions regarding Respondent's medical care, living arrangements and what the level of care Respondent may require.
3. If Respondent fails to comply with the recommendations of his medical professionals and starts to demonstrate inappropriate behaviors, prolonged agitation, or other concerning behaviors, the Guardian has the authority to admit the Respondent into any prescribed medical/psychological treatment, including in-patient care if necessary, without the need of an emergency court order. If such intervention is necessary, the Guardian must notify the court within 10 days of taking such action.

Letters of Guardianship
In The Matter of The Guardianship and Conservatorship of Linda Thorpe
Page 1 of 2

April 03, 2018 11:59 AM

1 of 2

The Order of the Court is stated below:

Dated: April 23, 2018
03:00:37 PM

/s/ ROYAL I. HANSEN
District Court Judge



Kent E. Snider, UBN 6334
Attorney-at-Law
2825 East Cottonwood Parkway, Suite 500
Salt Lake City, Utah 84121
Phone: 801-837-2598
Fax: 801-218-3282
Email: AttorneyKentSnider@gmail.com

Attorney for Petitioners

**In The Third Judicial District Court
in and for the County of Salt Lake, State of Utah**
450 South State Street, P.O. Box 1860, Salt Lake City, Utah 84114

IN THE MATTER OF THE GUARDIANSHIP AND CONSERVATORSHIP OF:	ORDER ALLOWING SALE OF REAL PROPERTY
LINDA THORPE	CASE No. 173902592
An Incapacitated Person	JUDGE: LINDA JONES

The Court has reviewed Petitioner's Motion for Order Conservator to Sale Real Property, which has been approved by Respondent's counsel, Mary C. Rutledge. Finding no objections and for good cause the Court Hereby ORDERS:

1. Devin Thorpe is granted the authority to sale Respondent's home for two hundred thirty nine thousand dollars, (\$239,000.00).

----- **END OF ORDER** -----

Date and Signature of the Court Appears at the Top of First Page

By signing this document, I approve it as to form and give Attorney Kent E. Snider authorization to electronically sign it on my behalf when e-filed with the Court.

/s/ Mary C. Rutledge 4/19/2018
by Mary C. Rutledge Date
Attorney for Linda Thorpe

*Order Allowing Sale of Real Property
In The Matter of LINDA THORPE
Page 1 of 2*

WHEN RECORDED, MAIL TO:
Nancy Reiser
2708 South Highland Drive #4
Salt Lake City, Utah 84106

12760555
4/25/2018 4:20:00 PM \$16.00
Book - 10668 Pg - 5950-5952
ADAM GARDINER
Recorder, Salt Lake County, UT
BACKMAN TITLE SERVICES
BY: eCASH, DEPUTY - EF 3 P.

File No. 5-099096

CONSERVATOR'S DEED

THIS DEED made by Devin D. Thorpe as Conservator of the Estate of Linda B. Thorpe also known as Linda Thorpe, Grantor to Nancy Reiser, as Grantee,

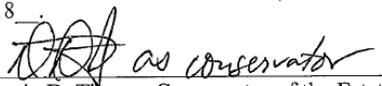
WHEREAS, Grantor is the duly appointed Conservator of the Estate filed as Case Number 173902592, in the Third Judicial District Court, State of Utah;

THEREFORE, for valuable consideration received, Grantor sells and conveys to Grantee the following described real property in Salt Lake Utah:

(See Exhibit "A" attached hereto and by this reference made a part hereof)

Parcel #16-20-481-005

EXECUTED this 25th day of April, 2018


Devin D. Thorpe, Conservator of the Estate of
Linda B. Thorpe also known as Linda Thorpe

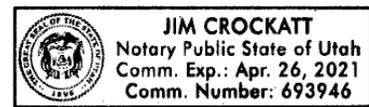
STATE OF UTAH)
:ss.
COUNTY OF Salt Lake)

Before me, this 25th day of April, 2018, personally appeared Devin D. Thorpe, as Conservator of the Estate of Linda B. Thorpe also known as Linda Thorpe, and as signer of the foregoing instrument, who acknowledged to me that he/she executed the same.


NOTARY PUBLIC

Residing at: Salt Lake City, Utah

My commission expires: 04/26/21

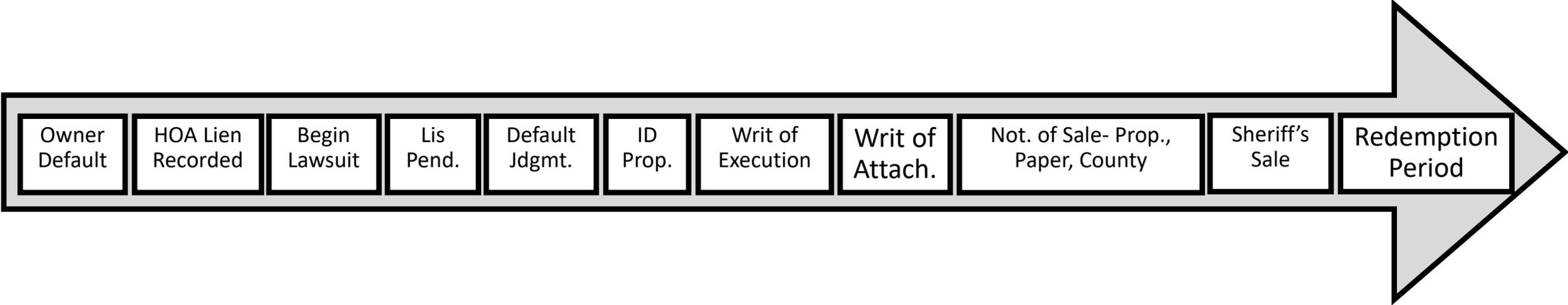




After a Judicial Foreclosure

- The county Sherriff conducts an auction.
- This auction is known as a Sherriff's Sale

Judicial Foreclosure Timeline- Simplified Court Process



Judicial Foreclosure Timeline – 1 year (ish)



6 Months

6 Months

- **Court Case**

- Pleadings
- Court Appearances
- Evidence
- Court Calendar
- Sheriff Sale

- **Redemption Period**

May be Redeemed by:

- Property Owner
- Junior Lien Holder
- Others with recorded subordinate liens

Title is not marketable until termination of redemption period

Sheriff's Deed

RETURNED
MAR 20 2003

E-1844613 B 3251 P 766
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2003 MAR 20 2:33 PM FEE 12.00 DEP MEC
REC'D FOR TRI STAR CONTRACTORS SERVICES

SHERIFF'S DEED

17 Appwood Estates I

BUD E. COX, Sheriff of Davis County, Utah

who shall be called "Grantor" in this deed, does hereby convey, without warranty of title, for value received, to Tri Star Contract Services, LLC

- The Grantee is the purchaser designated in the said Sheriff's Certificate of Sale.
- The Grantee is the last assignee of the said Sheriff's Certificate of Sale as set forth in an assignment which was recorded with Filing No 1844611 in Official Records Book 3251 at page 767 on March 20, 2003, in the Office of the Davis County Recorder
- The Grantee is the last redemptioner of the subject property as evidenced by the attached Exhibit "_____".

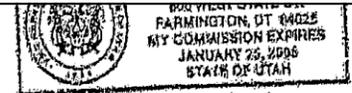
5 Accordingly, the Grantee is entitled under said Rule 69(j)(6) to a conveyance without warranty from the Davis County Sheriff.

IN WITNESS WHEREOF, Grantor has executed this Sheriff's Deed on the 17th day of March, 2003

[Signature]
Bud E. Cox, Davis County Sheriff

Sale to Bonneville Billing & Collections pursuant to Rule 69(i)(7),
Utah Rules of Civil Procedure

4 More than six (6) months have lapsed since the date of said sale, no redemption has been made, and Grantee is either the party designated in the Sheriff's Certificate of Sale or is the last redemptioner or assignee of and is the current owner and holder of record of the Sheriff's Certificate of Sale as follows (*check and complete on the following*)



A note about property tax sales

What is a tax sale?: 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.**

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 Weber County: http://www.webercountyutah.gov/Clerk_Auditor/tax_sale.php

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

A note about property tax sales

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.

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.

Tax Sale Information from Weber County: http://www.webercountyutah.gov/Clerk_Auditor/tax_sale.php

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

5/30/2018

Tax Summary



Utah County Online

The Official Web Site of
Utah County Government

REAL PROPERTY TAX INFORMATION

Serial Number: 66:247:0940

Year	Tax Ref #	General Tax	Penalties	Fees	Adjustments	Payments	Balance*
2019	0	\$0.00	\$0.00	\$0.00	\$0.00	<u>\$0.00</u>	\$0.00
2018	0	\$0.00	\$0.00	\$0.00	\$0.00	<u>\$0.00</u>	\$0.00
2017	174048	\$46.49	\$0.00	\$0.00	\$0.00	<u>\$46.49</u>	\$0.00
2016	170423	\$32.98	\$10.00	\$0.00	\$0.00	<u>\$42.98</u>	\$0.00
2015	337179	\$33.38	\$10.00	\$0.00	\$0.00	<u>\$43.38</u>	\$0.00
2014	166457	\$32.78	\$10.00	\$0.00	\$0.00	<u>\$42.78</u>	\$0.00
2013	165247	\$34.37	\$10.00	\$0.00	\$0.00	<u>\$44.37</u>	\$0.00
2012	164783	\$34.82	\$10.00	\$3,245.00	\$0.00	<u>\$3,289.82</u>	\$0.00
2011	164572	\$34.04	\$0.00	\$0.00	\$0.00	<u>\$34.04</u>	\$0.00
2010	164444	\$33.18	\$0.00	\$0.00	\$0.00	<u>\$33.18</u>	\$0.00

*Note: For Delinquent properties, interest is not included in this tax balance. Please go to the [Tax Payoff Page](#) for delinquent payoff information.

Click on the Year link for additional tax information including adjustments, payments, etc.

[Next](#) [Last](#)

ABSTRACT INFORMATION FOR SERIAL # 66:247:0940Main Menu

Owner Name: BARRY, SEAN
 Property Address: NOT BUILDING # PER PLAT - SPANISH FORK
 Mailing Address: 2279 N UNIVERSITY PKY STE 144 - PROVO, UT 84604
 Tax Legal Description: LOT 940, PLAT K, SPANISH FIELDS WEST AMENDED SUBDV. AREA 0.115 AC.

Newest to Oldest (Reverse Order)

Grantor ..Grantee Comments	Entry No Book Page Kind of Inst	Inst Date Rec Date Rec Time	Consideration Satisfaction Tie Entry No
UTAH COUNTY ..BARRY, SEAN	<u>76791-2017</u> 0 TD	07/26/2017 08/08/2017 01:33 pm	\$3,500 - -
UNITED STATES OF AMERICA ..SOUTH UTAH VALLEY ELECTRIC SERVICE DISTRICT	<u>3187-2015</u> 0 QCD	12/04/2014 01/14/2015 04:58 pm	\$0 - -
MOUNTAIN STATES SUPPLY COMPANY ..WHOM OF INTEREST	<u>46471-2009</u> 0 R LN	04/28/2009 04/29/2009 02:44 pm	\$0 <u>R Entry 33703 Year 2009 Consideration \$5,245.51</u> -
FIELDSTONE HOMES LLC ..MOUNTAIN STATES SUPPLY	<u>33703-2009</u> 0 N LN	03/31/2009 03/31/2009 01:53 pm	\$5,246 <u>R Entry 46471 Year 2009</u> -
FIELDSTONE HOMES UTAH LLC ..SPANISH FIELDS WEST PLAT K AMD	<u>8096-2008</u> S PLAT	11/07/2007 01/24/2008 12:18 pm	\$0 - -

From: 66:243:0940

WEST

POINT OF BEGINNING

(B)

249.63

940 5,031
SQ. FT.
(NOT BUILDABLE)

(P)

N0°37'43"E 229.49
(229.42)

N47°18'08"E
28.87 (28.86)

LOSSER

L10

(C)

35.84

239.51 (239.44)

135.82

2"E

S0°37'43"W 561.38 (5

126.71

923
11,726
SQ FT

N79°41'08"E
103.01

922
9,368
SQ FT

101.02

N5°35'16"W

921

N38°45'32"E
141.16

251 S.

C15

C21

C14

243 S.

C13

242



Utah County Parcel Map

662470940

This cadastral map is generated from Utah County Recorder data. It is for reference only and no liability is assumed for any inaccuracies, incorrect data or variations with an actual survey

Date: 5/30/2018



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>

Grant Deed

RECORDING REQUESTED BY:
JAMES H. WOODALL

AND WHEN RECORDED MAIL DEED AND TAX
STATEMENTS TO:
The Department of Housing and Urban Development
C/O First Proton Foreclosure Specialists
5040 Addison Circle, Suite 300
Addicks, TX 75001



EA 2322861 PG 1 OF 2
ERNEST O. SORLEY, WEBER COUNTY RECORDER
21-FEB-08 1:09 AM FEE \$12.00 REF \$0
REC FOR: GUARDIAN TITLE COMPANY OF UTAH
ELECTRONICALLY RECORDED

T.S. No.: 87-6743-47
FHA # : 521-4469507 734
Loan No: 7756346

CORPORATION GRANT DEED *

THE UNDERSIGNED GRANTOR(S) DECLAR(E):
1. Deceased Transfer Tax is \$0.00
2. Computed on full value of property conveyed
3. Computed on full value less value of lease or encumbrance remaining at time of sale
4. This transaction is exempt from the requirements of the Revenue and Taxation Code, "Section 4813"
5. City of OGDEN
6. A.P.N. 12-187-0000 *re-wds.*

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged WELLS FARGO BANK, N.A. (It's WELLS FARGO HOME MORTGAGE, INC. hereby GRANT(S) to:

The Secretary of Housing and Urban Development of Washington, D.C. 20414, His successors or assigns, as such hereinafter called grantee

* This document is being recorded to correct the legal description from the original Grant Deed recorded as document No. E2309290 with an incorrect legal description*

The following described real property is in the city of OGDEN, County of Weber State of Utah.

Legal description attached.

Dated: February 14, 2008

WELLS FARGO BANK, N.A. (It's WELLS FARGO HOME MORTGAGE, INC.

Notary Recording
This document is being recorded solely as a courtesy
as an accommodation only to the parties named
herein. Guardian Title Co. of Utah hereby expressly
disclaims any responsibility or liability for the accuracy
hereof.

Carl Sager
Notary Public
LOW DOCUMENTATION
FEB 14 2008

State of WI
County of Milwaukee
On 14 Feb 2008 before me, Lynn Pedersen
appeared Carl Sager personally known to
me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the within instrument
and acknowledged to me that he/she/they executed the same in his/her their capacity and acknowledged by his/hers/their
signature on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument
WITNESS my hand and official seal.

Signature Lynn Pedersen (not)
6/27/2010



- 1. Generally, not used in the State of Utah
- 2. Contains some warranties against encumbrances and prior conveyances

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:

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

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document

(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



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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

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

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 in the office of the Davis County Recorder.

APN #: 11-043-0219

Patent

A patent is used to transfer property to the federal government.

Patent

B-K
P-588

this exclusion and exception according to the terms of the Act
shall not be construed to include coal and iron lands.

To Have said to hold the said lands with the exception
made and the said Union Pacific Railway Company, and to
its assigns forever, with the exclusion and exception as aforesaid.

In testimony whereof, I, Chester A. Arthur, President of
the United States, have caused this letter to be made public
and the seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington, this
eighth day of February, in the year of our Lord one thousand
eight hundred and eighty four, and of the independence of
the United States the one hundred and eighth.

By the President, Chester A. Arthur.

Wm. H. Cook, Secretary

I do hereby Record of the General Land Office.

Recorded on Vol. 2, pages 572 & 573 inclusion

Recorded, Feb 10, 1884 at 9:10 a.m.

J. H. Johnson, C. R. Palmer

4736 U.S. & V.P. 1884

The United States of America, To all to whom these presents shall
come, Greeting:

Whereas, by the Act of Congress approved July 1, 1871, as
amended by the Act of July 2, 1872, and on the construction of a
railroad and telegraph line from the Missouri River to the Pacific
Ocean & across to the Government of one of the same for public,
military and other purposes, authority is given to the Union Pa-
cific Company to purchase, acquire, and telegraph and railroad
within certain limits and stipulations as expressed in said Act, and
provision is made for granting to the said company, out of
certain sections of public land designated by and numbered 1
to the amount of ten alternate sections for each mile of said
line and railroad on the one side thereof, and within the limit of five
miles on each side of said line, and also reserved in the
interest of public health, and to be used in connection with
said line, and also reserved in the interest of public health, and
to be used in connection with said line, and also reserved in the
interest of public health, and to be used in connection with said line,

And whereas, in said Act, it is provided that the

said company shall be authorized to purchase

the same, and also to purchase the same

have reported to him that a portion of the line of railroad and telegraph
from Omaha in the State of Nebraska, westward to Ogden in the
Territory of Utah, and known as the Union Pacific Railroad has been
constructed and fully equipped and equipped in the manner pre-
scribed by the Act of Congress relative to the Pacific Railroad and
Telegraph line; and the said Union Pacific Railroad Company, has
applied for a conveyance of the lands to the lands granted to said
Company by the said Act of Congress of July 1, 1872 and July
2, 1874.

And whereas, certain lands have been stipulated under
the Act aforesaid, by Isaac S. Davis, the Agent for the said
Union Pacific Railroad Company as shown by his original list of
selections dated August 12, 1874, certified under date of August
20, 1874, by the Register and Receiver at Salt Lake City, Utah Territory.
The said lands being described as follows, to-wit:

West of base line and West of parallel through
Division

Twenty One Range One

East half of the West East quarter, south West quar-
ter, and West half of the West East quarter of section 24
containing three hundred and twenty acres.

East half of section 24, then, containing three hundred and
twenty acres and one forty hundredth of an acre.

West East quarter of section 24, containing one hundred
and twenty acres. West half of section 24, containing
two hundred and twenty acres.

South half of the North West quarter and the South West
quarter of section 24, then, containing two hundred and forty
acres. Also one hundred one and six of section 24, con-
taining forty four acres and forty four hundredth of an acre.

Twenty One Range One

North West quarter of the North East quarter of section
24, containing thirty seven acres and fifty hundredth of an
acre. North East quarter of section 24, twenty seven acres
and one fourth of an acre. West West quarter of section
24, thirty seven acres and one fourth of an acre.

Twenty One Range One

North West quarter of the North East quarter of section
24, containing thirty seven acres and fifty hundredth of an
acre. North East quarter of section 24, twenty seven acres
and one fourth of an acre. West West quarter of section
24, thirty seven acres and one fourth of an acre.

Twenty One Range One

North West quarter of the North East quarter of section
24, containing thirty seven acres and fifty hundredth of an
acre. North East quarter of section 24, twenty seven acres
and one fourth of an acre. West West quarter of section
24, thirty seven acres and one fourth of an acre.

Twenty One Range One

North West quarter of the North East quarter of section
24, containing thirty seven acres and fifty hundredth of an
acre. North East quarter of section 24, twenty seven acres
and one fourth of an acre. West West quarter of section
24, thirty seven acres and one fourth of an acre.

Divorce Decrees

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

NO!!!

DIVORCE DECREES

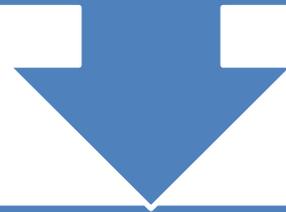
(Real Property Ownership)

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

By Deed from the ex-spouse

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

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

- 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



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

- Satisfaction of Decree of Divorce (prepared by attorney)
- Quit Claim Deed

Satisfaction of Decree (Attorney Prepares)

- Filed at the District Court
- Contains/Identifies:
 - Parties
 - Civil/case number
 - Specific provision of the decree that is being satisfied

Order No. 5-000062

IN THE DISTRICT COURT OF THE JUDICIAL DISTRICT COURT OF Salt Lake COUNTY,
STATE OF UTAH

Petitioner)	SATISFACTION OF DECREE
)	OF DIVORCE
vs.)	
)	Civil No.
Respondent)	

COMES NOW the petitioner entering herein a Satisfaction of Decree of Divorce for the purpose of releasing the equity lien on the real property located in Salt Lake County, located at 3742 East Astro Way, Salt Lake City, UT 84109, and being more particularly described as follows:

Lot 212, GILROY ACRES NO. 2 SUBDIVISION, according to the official plat thereof recorded in the office of the County Recorder of said County.

Parcel No.: 16-36-177-004

Dated: _____

STATE OF Utah)
County of Davis) SS.

The foregoing instrument was acknowledged before me this _____ day of _____ 20 ____

By _____

NOTARY PUBLIC _____

Commission Expires: _____

Residing at _____

Satisfaction of Divorce

Divorce Quit Claim Deed

- Filed at the County Recorder's Office
- Contains all of the elements of a standard quit claim deed & acknowledges the release of Equity Lien

MAIL TAX NOTICE TO

JANE WIFE

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

**** 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 Utah)
County of Davis) SS.

The foregoing instrument was acknowledged before me this _____ day of _____ 20 ____
By _____

NOTARY PUBLIC

Commission Expires: _____

Residing at _____

NOTICE TO OWNER: You should carefully read all information on the second page of this form. You May Want to Consult a Lawyer Before Using This Form. This form must be recorded before your death, or it will not be effective. The beneficiary must be a named person.

IDENTIFYING INFORMATION

Owner or Owners Making This Deed: [insert owner/owners' name(s)]

Mailing Address: [insert owner/owners' mailing address]

Legal Description: [insert legal description]

Parcel No.: [insert parcel number]

PRIMARY BENEFICIARY

I designate the following beneficiary if the beneficiary survives me:

Name: [insert beneficiary's name]

Mailing Address: [insert mailing address for beneficiary, if available]

ALTERNATE BENEFICIARY (Optional)

If my primary beneficiary does not survive me, I designate the following alternate beneficiary if that beneficiary survives me:

Name: [insert alternate beneficiary's name]

Mailing Address: [insert mailing address for alternate beneficiary, if available]

TRANSFER ON DEATH

At my death, I transfer my interest in the described property to the beneficiaries as designated above. Before my death, I have the right to revoke this deed.

COMMON QUESTIONS ABOUT THE USE OF THIS FORM

Q. What does the Transfer on Death (TOD) deed do?

A. When you die, this deed transfers the described property, subject to any liens or mortgages (or other encumbrances) on the property at your death. Probate is not required. The TOD deed has no effect until you die. You can revoke it at any time. You are also free to transfer the property to someone else during your lifetime. If you do not own any interest in the property when you die, this deed will have no effect.

Q. How do I make a TOD deed?

A. Complete this form. Have it acknowledged before a notary public or other individual authorized by law to take acknowledgments. Record the form in each county where any part of the property is located. The form has no effect unless it is acknowledged and recorded before your death.

Q. Is the "legal description" of the property necessary?

A. Yes.

Q. How do I find the "legal description" of the property?

A. This information may be on the deed you received when you became an owner of the property. This information may also be available in the office of the county recorder for the county where the property is located. If you are not absolutely sure, consult a lawyer.

Q. Can I change my mind before I record the TOD deed?

A. Yes. If you have not yet recorded the deed and want to change your mind, simply tear up or otherwise destroy the deed.

Q. How do I "record" the TOD deed?

A. Take the completed and acknowledged form to the office of the county recorder of the county where the property is located. Follow the instructions given by the county recorder to make the form part of the official property records. If the property is in more than one county, you should record the deed in each county.

Q. Can I later revoke the TOD deed if I change my mind?

A. Yes. The TOD deed is revocable. No one, including the beneficiaries, can prevent you from revoking the deed.

Q. How do I revoke the TOD deed after it is recorded?

A. There are three ways to revoke a recorded TOD deed: (1) Complete and acknowledge a revocation form, and record it in each county where the property is located. (2) Complete and acknowledge a new TOD deed that disposes of the same property, and record it in each county where the property is located. (3) Transfer the property to someone else during your lifetime by a recorded deed that expressly revokes the TOD deed. You may not revoke the TOD deed by will.

Q. I am being pressured to complete this form. What should I do?

A. Do not complete this form under pressure. Seek help from a trusted family member, a friend, or a lawyer.

Q. Do I need to tell the beneficiaries about the TOD deed?

A. No, but it is recommended. Secrecy can cause later complications and might make it easier for others to commit fraud.

Q. If I sign a TOD deed and designate my two children as beneficiaries, and one of them dies before me, does the interest of my child that dies before me pass to his or her children?

A. No. Everything will go to your surviving child unless you record a new transfer on death deed to state otherwise. If you have questions regarding how to word a new transfer on death deed, you are encouraged to consult a lawyer.

Q. I have other questions about this form. What should I do?

A. This form is designed to fit some but not all situations. If you have other questions, you are encouraged to consult a lawyer.

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Q. I have other questions about this form. What should I do?

A. This form is designed to fit some but not all situations. If you have other questions, you are encouraged to consult a lawyer.

How is a Closing Protection Letter (CPL) different from an owner's or lender's title insurance policy?

The lender's policy is issued as a guarantee of borrower covenants and insures the lender's desired lien position. The policy is mainly provided to insure against defects and liens from the past. A lender's policy is only issued after a loan has funded and recorded and the effective date is based on when the deed of trust is recorded.

A CPL gives the insured extra coverage for events that may happen before, during and after settlement. While protection for the lender's begins after the securing document is recorded, coverage from the CPL becomes effective upon the delivery of the title commitment.

A CPL is also different because the underwriter insures the lender against actions of their title agency. A lender requests a CPL because the actions of a title agency prior to the issuing of the policy can affect the ability to enforce a lien. It is also true that some agency actions can also put a lender's funds at risk.

When the CPL is issued the underwriter backs up actions made by an individual title agent. Among other things, and subject to certain exclusions, the underwriter guarantees their title agent will not:

- 1- Fail to comply with a lender's written closing instructions
- 2- Fail to properly record documents
- 3- Act in a negligent or fraudulent way

About Closing Protection Letters

- 1- The entire Closing Protection Letter fee is to be remitted directly to the underwriter
- 2- The CPL fee is only to be charged if a transaction closes
- 3- The CPL fee appears on both the ALTA Settlement Statement and lender Closing Disclosure as a charge to the borrower.