

James T. Dunn #3785  
CANNON LAW GROUP  
124 S 600 E  
Salt Lake City UT 84102  
801-363-2999  
[jdutahlaw@gmail.com](mailto:jdutahlaw@gmail.com)

**A lawsuit has been filed against you. You must respond in writing by the deadline for the court to consider your side. The written response is called an Answer.**

IN THE EIGHTH JUDICIAL DISTRICT COURT, STATE OF UTAH  
IN AND FOR DUCHESNE COUNTY, DUCHESNE DEPARTMENT

DPW ENTERPRISES, LLC, a Utah limited liability company and CLARITY AG, LC, a Utah limited liability company,

Plaintiffs,

vs.

UTAH STATE DEPARTMENT OF HUMAN SERVICES / OFFICE OF RECOVERY SERVICES / BUREAU OF MEDICAL COLLECTIONS, STATE OF UTAH HOUSING TRUST FUND, OLENE WALKER HOUSING TRUST FUND,

Defendants.

AMENDED COMPLAINT

Case No: 240800005  
Judge Samuel Chiara

Under penalties of perjury, the Plaintiffs complain and allege against the Defendants as follows:

1. Plaintiffs are Utah limited liability companies, authorized to do business and doing business in the State of Utah.
2. The Defendant, Utah State Department of Human Services, Office of Recovery Services, is a body corporate and politic and a subdivision of the State of Utah which claims some interest in the real property, which is the subject matter of this dispute, by virtue of multiple liens filed in the public record on December 9, 2020 and October 31, 2022. True and correct copies of the liens are attached hereto as exhibits.

3. The State of Utah Housing Trust Fund and the Olene Walker Housing Trust Fund are bodies corporate and politic and subdivisions of the State of Utah which claim some interest in the real property which is the subject matter of this dispute by virtue of the Trust Deeds filed against the property in the public record. True and correct copies of said Trust Deeds are attached hereto as exhibits.

4. For an extended period of time and for at least five years, the owner of the real property described below, Dorothy Ross, failed to pay her real property taxes for the property located at:

425 E 500 N  
Roosevelt UT 84066  
Parcel #00-00001-6269  
RX-0011-0003

BEG AT SE/C OF LOT 3 BLK 11 1<sup>ST</sup> EXT OF PLAT E ROOSEVELT CITY SUR TH W 123 FFT ALNG S LN OF SD LOT 3 & EXT THEREOF TH N 47.51 FT TH 14 FT TO W LN OF SD LOT 3 TH N 72 FT ALNG SD W LN & EXT THEREOF TH E 109 FT TO E LN OF SD BLK 11 TH S 119.51 FT ALNG SD E LN TO POB 0.39 AC

5. As a result of the failure of the decedent Dorothy Ross to pay her property taxes, the real property identified above was sold by Duchesne County to the Plaintiffs. A true and correct copy of the Auditor's Tax Deed recorded June 28, 2023 is attached hereto as an exhibit. (See Utah Code Ann. 59-2-1301 et. seq.)

6. At the time of her death, the decedent Dorothy Ross had three children who would have inherited from her, by intestacy, under Utah's Probate Code as follows: Judy Lyn Griffeth, Anita Hyatt and Rodney Jim Ross.

7. Those heirs of the deceased Dorothy Ross have quit claimed all of their right, title, claim and interest to the Plaintiffs rather than be named as parties in this litigation. True and correct copies are attached hereto as exhibits.

8. Pursuant to Utah Code Ann. 59-2-1325 et. seq., real property taxes take priority over the interest of owners and lien holders, including the interest of the Defendants.

9. The taxes assessed from 2018 forward through the date of the tax sale has the effect of a judgment and lien upon the real property and are prior to the interests of all Defendants.

10. The issuance of said tax deed is prima facie evidence that the sale was conducted properly pursuant to Utah Code Ann. 59-2-1351.1(9)(c).

11. Plaintiffs have been unable to obtain a policy of title insurance insuring good title to the subject property, current title insurance underwriters refusing to issue a policy of insurance without an appropriate court order, as a result of due process concerns about tax sales generally and appropriate notice to owners and lien holders.

FIRST CAUSE OF ACTION  
QUIET TITLE

12. Plaintiffs incorporate by this reference ¶1-11 above as though fully set forth below.

13. Pursuant to the provisions of Utah Code Ann. 70B-6-1301 et seq., the Plaintiffs are entitled to a Judgment and Order of Quiet Title removing all of the right, title, claim or interest of the Defendants to the subject property by virtue of Plaintiffs' Tax Deed obtained through Duchesne County.

SECOND CAUSE OF ACTION  
DECLARATORY JUDGMENT

14. Plaintiffs incorporate by this reference ¶1-13 above as though fully set forth below.

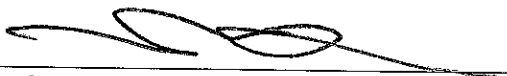
15. The Plaintiffs are entitled to a Declaratory Judgment pursuant to the provisions of Utah Code Ann. 78B-6-401 and Rule 57 of the Utah Rules of Civil Procedure that the Defendants has no right, title, claim or interest to the subject property, having lost and forfeited the same as a result of failure to pay property taxes for multiple years and by virtue of the Tax Deed conveying title from the County to Plaintiff.

16. Duchesne County currently recognizes the Plaintiffs as the lawful owners of the subject property but the Plaintiffs cannot obtain title insurance due to title company concerns of due process regarding tax sales generally and adequate due process notice to owners and lien holders.

NOW THEREFORE, Plaintiff prays the following relief of Defendants:

1. For a Judgment and Order of Quiet Title quieting title to the subject property in the Plaintiff.
2. For Declaratory Judgment that the Defendants have no right, title, claim or interest to the subject property.
3. For such other and further relief as the court deems just, equitable and proper.

DATED this 5 day of March 2024.

  
James Dunn, Counsel for Plaintiff

Plaintiffs Address:  
10028 S Morgan Grove Way  
Sandy UT 84092

When recorded, mail copy to:  
Office of Recovery Services  
Bureau of Medical Collections  
Attn: Almee Mansfield  
C/O 515 E 100 S  
PO Box 45025  
Salt Lake City, UT 84145-0025

Ent 541764 Page 1 of 1  
Date: 09-DEC-2020 8:27:19AM  
Fee: None Filed By: DMH  
SHELLEY BRENNAN, Recorder  
DUCHESE COUNTY CORPORATION  
For: UTAH DEPT OF HUMAN SERVICES

Parcel I.D. #: 00-0001-9269

# NOTICE OF TEFRA LIEN

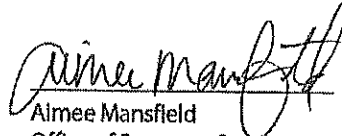
Office of Recovery Services/Bureau of Medical Collections

The undersigned, for and on behalf of the Office of Recovery Services/Bureau of Medical Collections, pursuant to the provisions of 26-19-501, Utah Code Annotated 1953, as amended, and the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), asserts a lien in the sum of \$138,491.43 against the real property located in DUCHESE County, State of Utah, to wit:

BEG AT SE/C OF LOT 3, BLK 11, 1ST EXTENSION PLAT E ROOSEVELT CITY SURVEY, TH W 123 FT ALONG S LINE OF SD LOT 3, AND EXTENSION THEREOF; TH 14 FT TO W LINE OF SAID LOT 2; TH N 72 FT ALONG SD W LINE & EXTENSION THEREOF; TH 3 109 FT TO E LOINE OF SD BLK 11; TH S 119.51 FT ALONG SD E LINE TO POB. 0.39 AC

Property Address: 425 E 500 N ROOSEVELT UT 84066  
Property Owner: ROSS DOROTHY L

Dated this 3<sup>rd</sup> day of December, 2020.

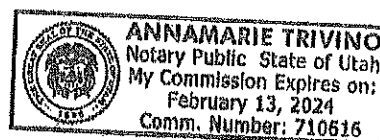
  
Almee Mansfield  
Office of Recovery Services  
Bureau of Medical Collections  
Telephone: (801) 536-8798  
Extension: 14699  
Fax Number: (801) 536-0377  
E-mail: almeemansfield@utah.gov

State of Utah  
S  
County of Salt Lake

On this 3<sup>rd</sup> day of December, in the year 2020, before me Annamarie Trivino  
a notary public, personally appeared Almee Mansfield, proved on a basis of satisfactory evidence  
to be the person whose name is subscribed to in this document, and acknowledged he/she executed the same.

Notary Seal:

  
Notary Signature



Ent 542180 Page 1 of 1  
Date: 31-OCT-2022 8:35:18AM  
Fees None Filed By: TMN  
SHELLEY BRENNAN, Recorder  
DUCESNE COUNTY CORPORATION  
For: UTAH DEPT OF HUMAN SERVICES

When recorded, mail copy to:  
Office of Recovery Services  
Bureau of Medical Collections  
Attn: Fallne H Iorg  
C/O 515 E 100 S  
PO Box 45025  
Salt Lake City, UT 84145-0025

PARCEL I.D. #: 00-0001-9269

# NOTICE OF AMENDED STATUTORY LIEN

Office of Recovery Services/Bureau of Medical Collections

The undersigned, for and on behalf of the Office of Recovery Services/Bureau of Medical Collections, pursuant to the provisions of 26-19-405, Utah Code Annotated 1953, as amended, asserts a lien in the sum of \$312,688.75 against the real property located in DUCESNE County, State of Utah, to wit:

BEG AT SE/C OF LOT 3, BLK 11, 1ST EXTENSION PLAT E ROOSEVELT CITY SURVEY, TH W 123 FT ALONG S LINE OF SD LOT 3, AND EXTENSION THEREOF; TH 14 FT TO W LINE OF SAID LOT 2; TH N 72 FT ALONG SD W LINE & EXTENSION THEREOF; TH 3 109 FT TO E LOINE OF SD BLK 11; TH S 119.51 FT ALONG SD E LINE TO POB. 0.39 AC

Property Address: 425 E 500 N, ROOSEVELT, UT 84066  
Property Owner: ROSS, DOROTHY L

Dated this 25 day of October, 2022

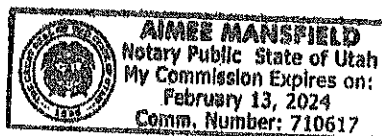
Fallne H Iorg  
Fallne H Iorg  
Office of Recovery Services  
Bureau of Medical Collections  
Telephone: (801) 536-8798  
Extension: 14709  
Fax Number: (801) 536-0377  
E-mail: florg@utah.gov

State of Utah  
§  
County of Salt Lake

On this 25<sup>th</sup> day of October, in the year 2022, before me Aimee Mansfield,  
a notary public, personally appeared Fallne Iorg, proved on a basis of satisfactory evidence  
to be the person whose name is subscribed to in this document, and acknowledged he/she executed the same.

Notary Seal:

Aimee Mansfield  
Notary Signature



#4652

ENTRY NO. 303087 DATE Nov. 3, 1994 TIME 2:44 BOOK A-244 PAGE 123-125  
 FEE: 26.50 RECORDED AT REQUEST OF Basin Land Title  
Carolyn Madsen DUCHESNE COUNTY RECORDER Cheryl Young

WHEN RECORDED, MAIL TO:

STATE OF UTAH, HOUSING TRUST FUND  
 324 SOUTH STATE STREET #500  
 SALT LAKE CITY, UTAH 84114-7930

Space above This Line for Recorder's Use

## TRUST DEED

With Assignment of Rents

THIS TRUST DEED, made this 27th day of October, 1994 between  
Dorothy L. Ross, as TRUSTOR, whose address  
 is 426 East 500 North Roosevelt, Utah 84086  
 (Street and number) (City) (State)  
Basin Land Title and Abstract, as TRUSTEE,\* and STATE OF UTAH, HOUSING  
 TRUST FUND, as BENEFICIARY.

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

BEGINNING AT THE SOUTHEAST CORNER OF LOT 3, BLOCK 11, OF THE FIRST  
 EXTENSION OF PLAT "E" ROOSEVELT CITY SURVEY, THENCE WEST 123 FEET ALONG  
 THE SOUTH LINE OF SAID LOT 3, AND EXTENSION THEREOF; THENCE NORTH 47.51  
 FEET; THENCE EAST 14 FEET TO THE WEST LINE OF SAID LOT 3; THENCE NORTH  
 72 FEET ALONG SAID WEST LINE AND EXTENSION THEREOF; THENCE EAST 109 FEET  
 TO THE EAST LINE OF SAID BLOCK 11; THENCE SOUTH 119.51 FEET ALONG SAID  
 EAST LINE TO THE POINT OF BEG.

Together with all buildings, fixtures and improvements thereon and all  
 water rights, rights of way, easements, rents, issues, profits, income,  
 tenements, hereditament, privileges and appurtenances thereunto belonging,  
 now or hereafter used or enjoyed with said property, or any part thereof,  
 SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and  
 conferred upon Beneficiary to collect and apply such rents, issues, and  
 profits;

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by  
 a promissory note of even date herewith, in the principal sum of \$16,851.60  
 made by Trustor, payable to the order of Beneficiary at the times, in the  
 manner and with interest as therein set forth, and any extensions and/or  
 renewals or modifications thereof; (2) the performance of each agreement of  
 Trustor herein contained; (3) the payment of such additional loans or advances  
 as herein may be made to Trustor, or his successors or assigns, when  
 evidenced by a promissory note or notes reciting that they are secured by  
 this Trust Deed; and (4) the payment of all sums expended or advanced by  
 Beneficiary under or pursuant to the terms hereof, together with interest  
 thereon as herein provided.

\*NOTE: Trustee must be a member of the Utah State Bar; a bank, building and  
 loan association or savings and loan association authorized to do such  
 business in Utah; a corporation authorized to do a trust business in Utah; or  
 a title insurance or abstract company authorized to do such business in Utah.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

1. to keep said property in good condition and repair; not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general; and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Trustor further agrees:

(a) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and

(b) To allow Beneficiary to inspect said property at all times during construction.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payable for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damage.

3. to deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust.



6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights of powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge lien which in the judgement of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including cost of evidence of title, employ counsel, and pay his reasonable fees.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of ten per cent (10%) per Annum until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or compensation; awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

10. As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Trust Deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor

shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

11. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

13. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

14. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

15. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels,

and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals on the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's attorney's fees; (2) cost of any evidence of title procured in connection with such sale revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at 10% per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

16. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

17. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

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

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

20. This Trust Deed shall be construed according to the laws of the State of Utah.

21. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address herein before set forth.

Dorothy L. Ross  
Signature of Trustor - Dorothy L. Ross

\_\_\_\_\_  
Signature of Trustor -

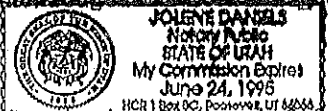
\_\_\_\_\_  
Signature of Trustor -

STATE OF UTAH )

ss: )

COUNTY OF )

On the 27th day of October, A.D. 1994, personally appeared before me Dorothy L. Ross, the signer(s) of the above instrument, who duly acknowledged to me that she executed the same.

  
My Commission Expires 6-24-95

Joanne Daniels  
Notary Public residing at:

ROOSEVELT, UTAH

#4652

ENTRY NO 303532 DATE 12-5-74 TIME 1:45 PM BOOK A245 PAGE 149-151  
FEES 2002 RECORDED AT REQUEST OF Basin Land Title  
Barbara M. Madsen DUCHESNE COUNTY RECORDER CLERK

WHEN RECORDED MAIL TO:

STATE OF UTAH, HOUSING TRUST FUND  
324 SOUTH STATE STREET #600  
SALT LAKE CITY, UTAH 84114-7930

Space above This Line for Recorder's Use

TRUST DEED

With Assignment of Rents

THIS TRUST DEED, made this 28th day of November, 1994 between  
DOROTHY L. ROSS, as TRUSTOR, whose address is  
425 EAST 500 NORTH ROOSEVELT, UTAH 84066  
(Street and number) (City) (State)  
Basin Land Title and Abstract, as TRUSTEE,\* and STATE OF UTAH, HOUSING  
TRUST FUND, as BENEFICIARY.

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

BEG. AT THE SOUTHEAST CORNER OF LOT 3, BLOCK 11, OF THE FIRST EXTENSION  
OF PLAT "E" ROOSEVELT CITY SURVEY, THENCE WEST 123 FEET ALONG THE SOUTH  
LINE OF SAID LOT 3, AND EXTENSION THEREOF; THENCE NORTH 47.5 FEET;  
THENCE EAST 14 FEET TO THE WEST LINE OF SAID LOT 3; THENCE NORTH 72 FEET  
ALONG SAID WEST LINE AND EXTENSION THEREOF; THENCE EAST 109 FEET TO THE  
EAST LINE OF SAID BLOCK 11; THENCE SOUTH 119.51 FEET ALONG SAID EAST  
LINE THE POINT OF BEG.

Together with all buildings, fixtures and improvements thereon and all  
water rights, rights of way, easements, rents, issues, profits, income,  
tenements, hereditament, privileges and appurtenances thereunto belonging,  
now or hereafter used or enjoyed with said property, or any part thereof,  
SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and  
conferred upon Beneficiary to collect and apply such rents, issues, and  
profits;

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by  
a promissory note of even date herewith, in the principal sum of \$3,148.50  
made by Trustor, payable to the order of Beneficiary at the times, in the  
manner and with interest as therein set forth, and any extensions and/or  
renewals or modifications thereof; (2) the performance of each agreement of  
Trustor herein contained; (3) the payment of such additional loans or advances  
as herein may be made to Trustor, or his successors or assigns, when  
evidenced by a promissory note or notes reciting that they are secured by  
this Trust Deed; and (4) the payment of all sums expended or advanced by  
Beneficiary under or pursuant to the terms hereof, together with interest  
thereon as herein provided.

\*NOTE: Trustee must be a member of the Utah State Bar; a bank, building and  
loan association or savings and loan association authorized to do such  
business in Utah; a corporation authorized to do a trust business in Utah; or  
a title insurance or abstract company authorized to do such business in Utah.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

1. to keep said property in good condition and repair; not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general; and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Trustor further agrees:

(a) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and

(b) To allow Beneficiary to inspect said property at all times during construction.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payable for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damage.

3. to deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust.

6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights of powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge lien which in the judgement of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including cost of evidence of title, employ counsel, and pay his reasonable fees.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of ten per cent (10%) per Annum until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

10. As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Trust Deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor

shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

11. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

13. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

14. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

15. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels,



and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals on the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's attorney's fees; (2) cost of any evidence of title procured in connection with such sale revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at 10% per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

16. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

17. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

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

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

20. This Trust Deed shall be construed according to the laws of the State of Utah.

21. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address herein before set forth.

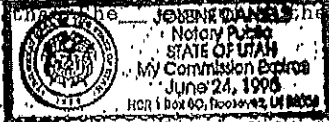
Dorothy L. Ross  
Signature of Trustor - DOROTHY L. ROSS

\_\_\_\_\_  
Signature of Trustor -

\_\_\_\_\_  
Signature of Trustor -

STATE OF UTAH )  
                  ss:  
COUNTY OF )

On the 28TH day of November, A.D. 1994, personally appeared before me DOROTHY L. ROSS, the signor(s) of the above instrument, who duly acknowledged to me that she is the same.



My Commission Expires: 6-24-96

J. L. Davis  
Notary Public residing at:

ROOSEVELT, UTAH

WHEN RECORDED MAIL TO:  
STATE OF UTAH, CLERK WALKER  
HOUSING TRUST FUND  
324 S STATE STREET #100  
SALT LAKE CITY, UT 84114-9102

Space Above This Line For Recorder's Use

TRUST DEED  
With Assignment of Rents

THIS TRUST DEED, made this 2ND day of MAY, 2000, between, Dorothy L. Reis  
TRUSTOR whose address 425 E. 500 N (102-4) Roosevelt, UT 84066- BASIN LAND TITLE AND ABSTRACT  
as TRUSTEE, and OLIVE WALKER HOUSING TRUST FUND, as BENEFICIARY,

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

Legal Description:

Beginning at the Southeast Corner of Lot 3, Block 11, of the FIRST EXTENSION OF PLAT  
"B", Roosevelt City Survey, thence West 123 feet along the South line of said Lot 3, and  
extension thereof thence North 47.51 feet thence East 14 feet to the West line of said Lot 3;  
thence North 72 feet along said West line of and extension thereof thence East 109 feet to  
the East line of said Block 11; thence 119.51 feet along said East line to the point of  
beginning. South 1/4

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements,  
rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereto belonging, now or  
hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and  
authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits;

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by a TRUST DEED  
NOTE of even date herewith, in the principal sum of \$ 33,000.00, made by Trustor, payable to the order  
of Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or  
modifications thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such  
additional loans or advances as hereafter may be made to Trustor, or his successors or assigns, when evidenced by a  
promissory note or notes reciting that they are secured by this Trust Deed; and (4) the payment of all sums expended or  
advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

\*NOTE: Trustee must be a member of the Utah State Bar; a bank, building and loan association or savings and loan  
association authorized to do such business in Utah; a corporation authorized to do a trust business in Utah; or a title  
insurance or abstract company authorized to do such business in Utah.

E 340517 B A0333 P 416  
DATE 3-MAY-2000 15:05PM  
FEE 16.00 CHARGE  
CAROLYNE B. MADSEN, RECORDER  
FILED BY KB-  
FOR BASIN LAND AND TITLE  
DUCHESNE COUNTY CORPORATION

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting said property, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general; and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Trustor further agrees:

(a) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and

(b) To allow Beneficiary to inspect said property at all times during construction.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust.

6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may, make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay his reasonable fees.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of ten per cent (10%) per annum until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the

person or persons entitled thereto, and the recitals therein of any matters or facts shall be conclusive proof of truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

10. As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Trust Deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

11. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name and for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

13. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

14. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

15. After the lapse of such time as may then be required by law following the recording of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at 10% per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

16. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

17. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

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

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

20. This Trust Deed shall be construed according to the laws of the State of Utah.

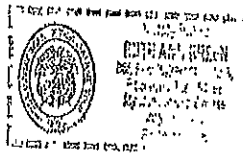
21. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

SIGNATURE OF TRUSTOR

BY Dorothy L. Ross  
Dorothy L. Ross

STATE OF UTAH )  
COUNTY OF DUCHESNE )

On the 2nd day of May, 2000, personally appeared before me, DOROTHY L. ROSS the signer of the foregoing instrument who duly acknowledged to me that they executed the same.



Cynthia A. Whelan  
Notary Public

1340517 1 A0333 P 419

## Auditor's Tax Deed

DUCHESNE COUNTY, a political subdivision, a body corporate and politic of the State of Utah, grantor, hereby conveys to CLARITY AG, LC and DPW ENTERPRISES, LLC, 336 SOUTH 1550 EAST, BOUNTIFUL, UT 84010, grantee, of the following described real estate in DUCHESNE COUNTY, UTAH:

### SERIAL NUMBER

RX-0011-0003

### PROPERTY DESCRIPTION

BEG AT SE/C OF LOT 3 BLK 11 1ST EXT OF PLAT E ROOSEVELT CITY SUR TH W 123 FT ALNG S LN OF SD LOT 3 & EXT THEREOF TH N 47.51 FT TH 14 FT TO W LN OF SD LOT 3 TH N 72 FT ALNG SD W LN & EXT THEREOF TH E 109 FT TO E LN OF SD BLK 11 TH S 119.51 FT ALNG SD E LN TO POB 0.39 AC

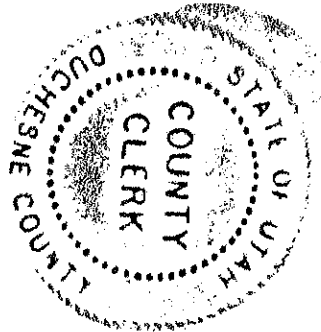
This conveyance is made in consideration of the payment by the grantee, representing the total amount owing for delinquent taxes, penalties, interest, and administrative costs constituting a charge against said real property for non-payment of general taxes assessed against it for the years 2018 through 2022, in the sum of \$12,367.39.

Dated June 21, 2023

IN WITNESS WHEREOF

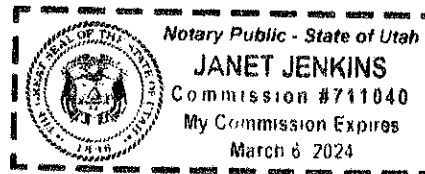
DUCHESNE COUNTY

By Chelise Jessen  
Duchesne County Auditor



STATE OF UTAH  
COUNTY OF DUCHESNE

} SS.



On June 21, 2023, she personally appeared before me, Chelise Jessen, who, being by me duly sworn, did say that she is the County Auditor of Duchesne County, a political subdivision, a body corporate and politic of the State of Utah, and that said instrument was signed in behalf of said political subdivision by authority of Title 59, Chapter 2, Section 1351.1-9a, of the Utah code Annotated, 1953, and said Clerk-Auditor JoAnn Evans acknowledged to me that said political subdivision executed the same.

Janet Jenkins  
Janet Jenkins  
My Commission Expires: March 6, 2024

When Recorded Mail to:  
James T. Dunn  
1108 West South Jordan Parkway Ste D  
South Jordan, UT 84095  
801-254-9209

**QUIT CLAIM DEED**

Judy Lyn Griffith, Grantor, hereby grants to Clarity AG, LC and DPW Enterprises LLC, 336 S 1550 E Bountiful UT 84010, for the sum of \$10.00 and other good and valuable consideration, the property described below in Duchesne County, State of Utah:

425 E 500 N  
Roosevelt UT 84066

BEG AT SE/C OF LOT 3, BLK 11, 1ST EXTENSION PLAT E ROOSEVELT CITY SURVEY, TH W 123 FT ALONG S LINE OF SD LOT 3, AND EXTENSION THEREOF; TH 14 FT TO W LINE OF SAID LOT 2; TH N 72 FT ALONG SD W LINE & EXTENSION THEREOF; TH 3 109 FT TO E LOINE OF SD BLK 11; TH S 119.51 FT ALONG SD E LINE TO POB. 0.39 AC  
Tax ID #RX-0011-0003

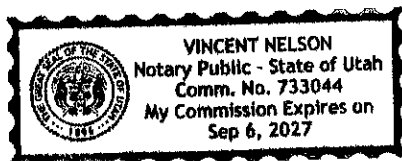
WITNESS the hand of said Grantor this 30 day of November 2023.

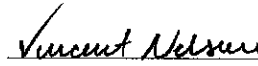
GRANTOR:

  
Judy Lyn Griffith  
Griffith\*

STATE OF UTAH                    )  
  :SS  
COUNTY OF DUCHESENE    )

On the 30 day of November 2023, personally appeared before me, Judy Lyn Griffith, Grantor, signer of the foregoing instrument, who duly acknowledged to me that she executed the same.



  
Notary

Mail Tax Notice to:  
336 S 1550 E  
Bountiful UT 84010



When Recorded Mail to:  
James T. Dunn  
1108 West South Jordan Parkway Ste D  
South Jordan, UT 84095  
801-254-9209

**QUIT CLAIM DEED**

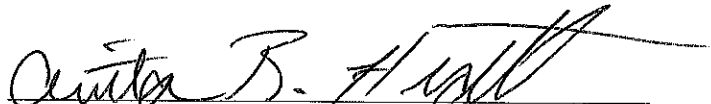
Anita Hiatt, Grantor, hereby grants to Clarity AG, LC and DPW Enterprises LLC, 336 S 1550 E Bountiful UT 84010, for the sum of \$10.00 and other good and valuable consideration, the property described below in Duchesne County, State of Utah:

425 E 500 N  
Roosevelt UT 84066

BEG AT SE/C OF LOT 3, BLK 11, 1ST EXTENSION PLAT E ROOSEVELT CITY SURVEY, TH W 123 FT ALONG S LINE OF SD LOT 3, AND EXTENSION THEREOF; TH 14 FT TO W LINE OF SAID LOT 2; TH N 72 FT ALONG SD W LINE & EXTENSION THEREOF; TH 3 109 FT TO E LINE OF SD BLK 11; TH S 119.51 FT ALONG SD E LINE TO POB. 0.39 AC  
Tax ID #RX-0011-0003

WITNESS the hand of said Grantor this 18 day of DEC 2023.

GRANTOR:

  
Anita Hiatt

STATE OF UTAH                    )  
  :SS  
COUNTY OF DUCHESNE    )

On the 18 day of December 2023, personally appeared before me, Anita Hiatt, Grantor, signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

  
Notary

Mail Tax Notice to:  
336 S 1550 E  
Bountiful UT 84010



When Recorded Mail to:  
James T. Dunn  
1108 West South Jordan Parkway Ste D  
South Jordan, UT 84095  
801-254-9209

**QUIT CLAIM DEED**

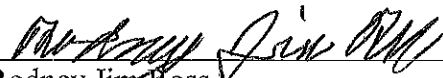
Rodney Jim Ross, Grantor, hereby grants to Clarity AG, LC and DPW Enterprises LLC, 336 S 1550 E Bountiful UT 84010, for the sum of \$10.00 and other good and valuable consideration, the property described below in Duchesne County, State of Utah:

425 E 500 N  
Roosevelt UT 84066

BEG AT SE/C OF LOT 3, BLK 11, 1ST EXTENSION PLAT E ROOSEVELT CITY SURVEY, TH W 123 FT ALONG S LINE OF SD LOT 3, AND EXTENSION THEREOF; TH 14 FT TO W LINE OF SAID LOT 2; TH N 72 FT ALONG SD W LINE & EXTENSION THEREOF; TH 3 109 FT TO E LOINE OF SD BLK 11; TH S 119.51 FT ALONG SD E LINE TO POB. 0.39 AC  
Tax ID #RX-0011-0003


WITNESS the hand of said Grantor this 6 day of December 2023.

GRANTOR:

  
Rodney Jim Ross

STATE OF UTAH )  
:SS  
COUNTY OF Duchesne )

On the 6 day of December 2023, personally appeared before me, Rodney Jim Ross, Grantor, signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

  
Notary

Mail Tax Notice to:  
336 S 1550 E  
Bountiful UT 84010

