

2005

Marian B. Boulton, David Boulton, and Steven Boulton v. Carl H. Bronn : Addenda

Utah Court of Appeals

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George K. Fadel; Attorney for Appellants.

Bart J. Johnson; Van Cott, Bagley, Cornwall and McCarthy; Attorneys for Appellees.

Recommended Citation

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FILED
UTAH APPELLATE COURTS
JUL 06 2005

IN THE UTAH COURT OF APPEALS

MARIAN B. BOULTON, DAVID BOULTON,
and STEVEN BOULTON,

Plaintiffs-Appellants,

vs.

CARL H. BRONN, Alternate Trustee of
“THE ALICE MAY HUGHES BRONN TRUST”
and CARL H. BRONN, Individually,

Defendants-Appellees.

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Case No. 20050391

SUPPLEMENTAL ADDENDUM TO BRIEF OF APPELLANTS

APPEAL FROM FINAL ORDER OF THE COURT AWARDING JUDGEMENT
AGAINST PLAINTIFFS FOR NO CAUSE OF ACTION, SECOND DISTRICT
COURT, THE HONORABLE DARWIN C. HANSEN, DISTRICT JUDGE.

GEORGE K. FADEL #1027
170 West 400 South
Bountiful, Utah 84010
Telephone: (801)295-2421
Attorney for Appellants

BART J. JOHNSEN #7068
P. O. Box 45340
Salt Lake City, Utah 84145-0340
Telephone (801)532-3333
Attorney for Appellees

INDEX TO APPELLANTS' SUPPLEMENTAL ADDENDUM

Plaintiffs' Exhibits

Number	Description
8	THE ALICE MAY HUGHES BRONN TRUST DEED OF CONVEYANCE & DECLARATION, dated 1979.
1	Warranty Deed by Alice conveying Parcel 1, 29 acres.
2	Letter First Union Bank, Virginia, 12-20-00 signed by Carl Bronn as power of attorney establishing an account for Alice M. Bronn. (R 80-81)
3	Bank record of transfer of \$299,758.23 from Alice's Layton , Utah bank to First Union in Virginia, per Carl Bronn's request.
7-1	Summary of sales of 18 lots in Parcel 3.
7-2	Lot 2 sales documents
7-3	Lot 3 sales documents
7-7	Lot 7 sales documents
7-9	Lot 16 sales documents
7-10	Deeds to Lots 7,9, 12, and 18.
7-15	Lot 11 sales documents
7-16	Deposit to Merrill Lynch account Lot 18.
7-17	Documents on 1992 sale of last lot in Parcel 3.
7B-1-20	Copies of deeds of conveyance to lots in Parcel 3.
11	Copy of IRS Form 1040, return for year 2000, of Carl H. Bronn and Alice M. Bronn prepared by First Union Bank after death of Alice.
12	Documents of Bonneville Title Company on sale of 29 acre parcel 1.
13	Settlement statement on sale of Parcel 1.
14	Copy of request for transfer of MERRILL Lynch account of Alice to First Union Bank, 10-25-00.
14-1	Deed of Parcel 1.
15	Inventory in probate proceeding of Alice's estate in Virginia , listing 13 investment accounts \$1,320, 629.

Recorded at request of *George K. Fadel* Fee Paid \$... *7.50* ...
Date *MAY 7* 1979 *2:25 PM* CAROL DEAN PAGE Recorder Davis County
By *George K. Fadel* Deputy Book *767* Page *643*

PLAINTIFF'S EXHIBIT	
EXHIBIT NO.	<i>8</i>
CASE NO.	<i>030700067</i>
DATE REC'D IN EVIDENCE	<i>3-22-05</i>
CLERK	<i>GP</i>

530950

THE ALICE MAY HUGHES BRONN TRUST
DEED OF CONVEYANCE & DECLARATION

NE 1/4 - 30 - 3N - 1E
p7-23-24 - Woodland SA

KNOW ALL MEN BY THESE PRESENTS:

That I, ALICE MAY HUGHES BRONN, a resident of Davis County, State of Utah, now sojourning temporarily in Virginia, Grantor, and herein sometimes called Settlor, do hereby bargain, sell, convey, warrant and transfer the tracts of land in Davis County, Utah, described on the attached sheet which bears the signature of the Grantor of even date with this document and which sheet is incorporated herein and made a part hereof as though fully set forth herein, unto myself, ALICE MAY HUGHES BRONN as Principal Trustee; and unto CARL H. BRONN as Alternate Trustee; and unto MARIAN B. BOULTON and GEORGE K. FADEL of Bountiful, Utah, as Successor Trustees; and unto ZIONS FIRST NATIONAL BANK TRUST DEPARTMENT as substitute to either Successor Trustee, for the uses and purposes herein set forth.

☒ 1. During the lifetime of the Settlor, the said Settlor, Alice May Hughes Bronn, shall be the Principal Trustee and as such shall be the sole acting trustee and beneficiary of this trust with the power and right to use, transfer, contract to sell, encumber, mortgage, convey and in every way deal in and with the said real property and any other real or personal property transferred to or held by the Alice May Hughes Bronn Trust (The Trust) without notice to or consent from any person, and to modify, amend, or revoke the trust in whole or in part in any manner at any time.

☐ 2. Upon the death or adjudicated incompetency of Settlor the order of succession as acting trustee shall be:

- (a) Carl H. Bronn, Alternate Trustee;
- (b) Marian B. Boulton and George K. Fadel, acting jointly as Successor Trustees.
- (c) Zions First National Bank Trust Department as substitute to either or both successor trustees in the event either or both are not qualified to act or continue to act.

3. During her lifetime, the Settlor shall be the sole beneficiary of the trust.

4. Upon the death of Settlor, Carl H. Bronn, if he survives Settlor, shall be entitled to have distributed to him one-half of the trust estate for his exclusive use, ownership and benefit. The remaining one-half shall be held in trust to pay or distribute annually the income from said one-half and one-twentieth of the principal annually of said one-half to Marian B. Boulton for life with the remainder to her sons David and Steven, equally and

in full upon the death of Marian B. Boulton. The portion to which Marian, David and Steven Boulton shall become entitled may not be disposed of by assignment or order, voluntary or involuntary, nor shall said interest be subject to any process of attachment, garnishment, execution or claim of any creditor whatsoever during the lifetime of Marian B. Boulton.

5. Any acting trustee may qualify upon the death of Settlor by filing in the office of the Davis County Recorder, Farmington, Utah, a brief statement about as follows:

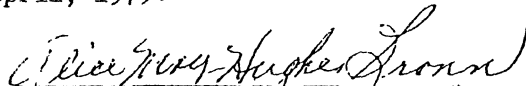
"I, _____, agree to act as trustee according to the provisions of THE ALICE MAY HUGHES BRONN TRUST dated April 5, 1979, on file in the office of the Davis County Recorder, Farmington, Utah.

Dated _____."

S/ _____

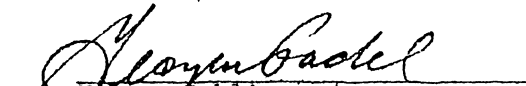
6. From time to time, I, the Settlor, may add real and personal property to this trust by conveyance or transfer to the trust by name or other reference and such additional property shall then be subject to and administered in accordance with this trust.

DATED this fifth day of April, 1979.

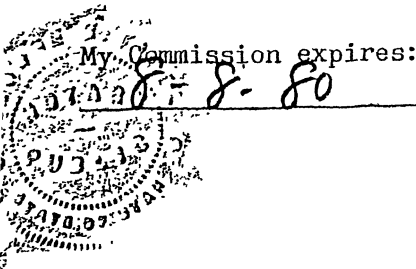

Alice May Hughes Bronn, Settlor

STATE OF UTAH)
COUNTY OF DAVIS) ss

On this 5th day of April, 1979, personally appeared before me, Alice May Hughes Bronn, the signer of the within instrument who duly acknowledged to me that she executed the same.


Notary Public
Residing at Bountiful, Utah

My Commission expires:



DESCRIPTION OF REAL PROPERTY ATTACHED TO THE
ALICE MAY HUGHES BRONN TRUST OF APRIL 5, 1979

The following described tracts in Davis County, State of Utah are conveyed to the ALICE MAY HUGHES BRONN TRUST, to which this document is attached:

Parcel 1. All of the Southeast Quarter of the Northeast Quarter of Section 30, Township 3 North, Range 1 East, Salt Lake Base & Meridian, less that portion thereof heretofore conveyed to the Farmington Area Pressurized Irrigation District, described as:

NE 1/4 - 30 - 30-1E
Beginning at the East Quarter Corner of Section 30, Township 3 North, Range 1 East, Salt Lake Base & Meridian, thence running N 0°41'00" W along the section line 714.53 feet; thence S 89°19'00" W 38 feet to the brow of the hill; thence N 50°54'42" W 130.37 feet; thence N 6°27'40" W 117.19 feet; thence S 89°19'00" W 314.42 feet; thence S 9°46' W 595 feet parallel with the aqueduct; thence S 1°55'11" E 324.84 feet; thence N 89°47'10" E 565.35 feet to the point of beginning. Containing 10.68 acres.

*P7661-23424
Woodham 15424
point A*
Parcel 2. Beginning on an old fence line marking the north side of Section 30, Township 3 North, Range 1 East, Salt Lake Meridian, at a point 374.22 feet West from the Northeast corner of the west half of the Northeast Quarter of Section 30 (Said $\frac{1}{4}$ corner being about 13 feet west of the old fence line earlier marking the said $\frac{1}{4}$ corner line); thence South 151.14 feet; thence West 75 feet; thence North 151 feet to said section line; thence East 75 feet to point of beginning.

NE 1/4 - 30
Parcel 3. Beginning at the Northeast corner of the West half of the Northeast Quarter of Section 30, Township 3 North, Range 1 East, Salt Lake Meridian, and running thence West 5.67 chains; thence South 2.29 chains; thence West 2.45 chains, more or less, to the boundary established with Farmington City by deed dated February 4, 1976; thence South 0°29' West 647.44 feet, more or less, along said established line to the North line of a subdivision; thence East along the North line of said subdivision to a point due South of beginning; thence North 12.72 chains to beginning, less that portion heretofore conveyed to others described as:

Beginning at the Northeast Corner of the West half of the Northeast Quarter of Section 30, Township 3 North, Range 1 East, Salt Lake Base & Meridian; and running thence West 374.22 feet along the Section line; thence South 151.14 feet; thence West 237.29 feet to the old fence line; thence South 0°29' West 175.0 feet along the old fence line and deed line; thence East 626.0 feet, more or less, to the old fence line; thence North 326.14 feet along the old fence line; thence West 13.0 feet, more or less, to the point of beginning. Containing 3.85 acres.

DATED this fifth day of April, 1979.

Alice May Hughes Bronn
Alice May Hughes Bronn

73816-2D

NE 30 3N ~

WHEN RECORDED MAIL TO:
USDS INVESTMENT GROUP, L.C.
2600 EAST HOBBS VIEW CIRCLE
LAYTON, UT 84040

E 1600562 B 2664 P 418
SHERYL L. WHITE, DAVIS CNTY RECORDER
2000 JUN 29 2:28 PM FEC 12.00 DEP DJW
REC'D FOR BONNEVILLE TITLE COMPANY, INC

WARRANTY DEED

ALICE MAY HUGHES BRONN as Principal Trustee of the ALICE MAY
HUGHES BRONN TRUST,

Grantor,

PLAINTIFF'S EXHIBIT	
EXHIBIT NO	1
CASE NO	030700067
DATE REC'D IN EVIDENCE	3 22-05
CLERK	GP

of ARLINGTON County, ~~or~~
hereby CONVEY and WARRANT to

State of VA

USDS INVESTMENT GROUP, L.C.,

Grantee,

of LAYTON, County of DAVIS, State of UT,
for the sum of Ten Dollars and Other Good and Valuable Consideration,
the following tract of land in DAVIS, State of Utah, to-wit,

SEE ATTACHED EXHIBIT "A"

07-057-0022

Subject to easements, restrictions, reservations, covenants and rights
of way appearing of record or enforceable in law and subject to 2000
taxes and thereafter.

WITNESS the hand of said Grantor, this 17th day of May, 2000

Alice May Hughes Bronn
ALICE MAY HUGHES BRONN, as Principal Trustee
of THE ALICE MAY HUGHES BRONN TRUST

STATE OF VIRGINIA)
ss:
COUNTY OF Arlington

On the 17th day of May, 2000, personally appeared before me
ALICE MAY HUGHES BRONN, as Principal Trustee of THE ALICE MAY HUGHES BRONN
TRUST, the signer(s) of the within instrument, who duly acknowledged to me
that she executed the same.

Joel M. Schmitz
Notary Public

NOTARY PUBLIC - VIRGINIA
JOEL M. SCHMITZ

PLAINTIFFS' EXHIBIT 1



Trust/Account Letter (00)

EXHIBIT NO. 2
CASE NO. 030700067
DATE REC'D IN EVIDENCE 3-22-05
CLERK GP

12/20/00
Date
PENTAGON FEDERAL CREDIT UNION
Financial Institution
Box 1232
Address
ALEXANDRIA, VA 22313-2032
City, State, Zip
Re: Alice M. Brown
Account Name
1070-0014471-51-9
CD Account Number
1070-0014471-51-8
CD Account Number
0-1225152-52-7

Sir/Madam
We established an account with First Union National Bank under an agreement dated
Please re-register the referenced Certificate(s) of Deposit in accordance with the enclosed instructions and the First Union
Understand that there will be no penalty or fee for processing this request.
Should you require any additional information or have questions, contact the First Union representative listed below.

Sincerely,

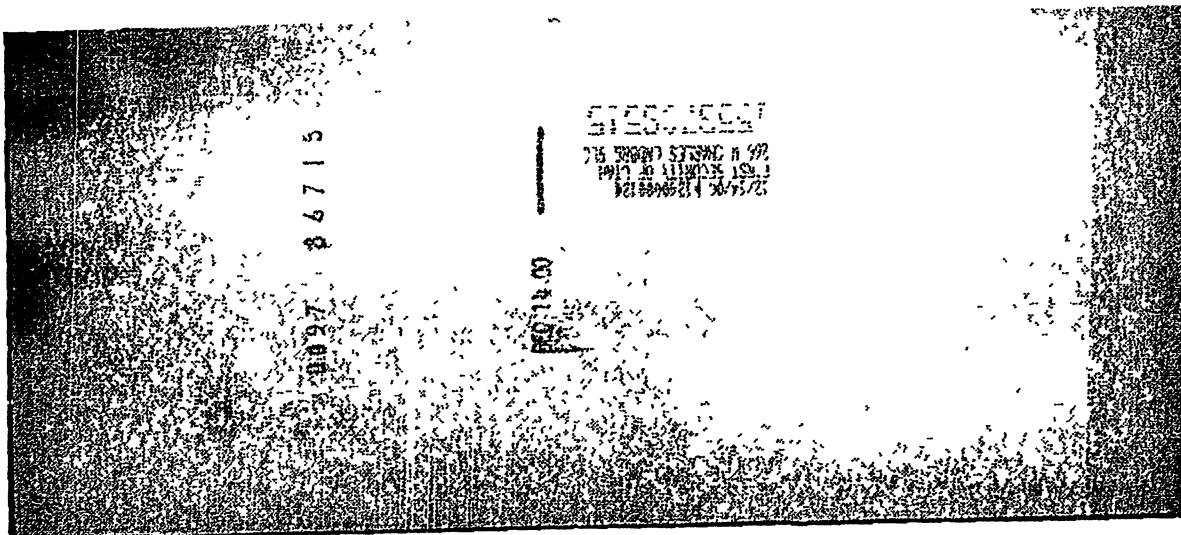
Signature

Signature

FOR INTERNAL FIRST UNION USE ONLY
Contact
Phone: (555) 555-5555

EXHIBIT NO 3
CASE NO 030700067
DATE REC'D 3-22-05
IN EVIDENCE
CLERK GP

DEBIT FIRST SECURITY BANK		WHITE ENTRY WHITE CUSTOMER COPY GREEN FILE		Account Debit Advice
127100	127 00	PREPARED BY	APPROVED BY	
39008205		Transfer to First Union Bank		
Carl Brown		for Carl - Abu Brown		
SERIAL NO		TRANSACTION NO		
* 1271006510 \$		299 758.23		
5757 5757		1271006510		0029975823



20344-21MAY03/P-FS/BAG003/14-DEC-00//001553708515/299,758.23//2
22-MAY-03/102/S1271006510/CY 20030521FS04552/

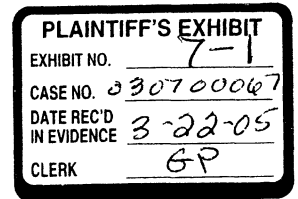
Enclosed is the photocopied item you requested. For further assistance, please call 1-800-869-3557. (1-800-TO-WELLS) You have not been charged a fee for this service.

Thank you for banking with Wells Fargo - your Anytime Anywhere Bank.

- - - INTEROFFICE MAIL - - -
MAC: S4101-156
TO: shirley kauffold AU: 09251

PLAINTIFFS EXHIBIT # 3

SUMMARY OF DOCUMENTS OF SECURITY TITLE CO., INC. OF PAYMENTS TO
ALICE MAY HUGHES, TRUSTEE OF ALICE MAY HUGHES BRONN TRUST FOR
LOTS IN PLATS A AND B OF HUGHES HILLSIDE SUBDIVISION



ORDER NO.	LOT	DATE	PAID TO OR FOR ALICE AS TRUSTEE \$	
90811	2	9-27-88	12,378.62	
91034	3	10-21-88	12,302.26	1237862.+
91040	4	10-25-88	12,458.68	1230226.+
91212	1	12-15-88	13,373.47	1245868.+
91532	6	11-9-80	13,274.80	1337347.+
92815	15	5-24-90	13,760.63	1327480.+
93616	17	12-3-90	14,246.35	1376036.+
93775	16	12-20-90	14,293.20	1424635.+
94173	7	6-6-91	14,707.40	1429320.+
94174	19	4-29-91	14,598.98	1470740.+
94243	9	7-16-91	14,791.24	1459898.+
94432	18	6-28-91	14,746.55	1479124.+
94451 same as				1474655.+
94845	10; 11, 12			2143863.+
	13 14	9-19-91	21,438.63	1479121.+
94503	8	7-16-91	14,791.21	4000000.+
96027	5	4-17-92	CONTRACT FOR SALE FOR \$40,000.00	015000000.
			\$5150.45 initial payment	24116175.*
			balance payable \$4,000 per year	
			beginning JAN.4,1993. Interest	
			6.75% per annum. Letter states	
			"George Fadel has reviewed all	
			of these papers."	

Total of above \$241,161.75

Date of Death of Alice May Bronn: June 6, 2001. Interest thereafter.

EL 7-1

SECURITY TITLE COMPANY

23 North Main
P.O. Box 301
Farmington, Utah 84025
September 27, 1988

PLAINTIFF'S EXHIBIT	
EXHIBIT NO	7-2
CASE NO	030700067
DATE REC'D IN EVIDENCE	3 22-05
CLERK	GP

Mrs. Carl Bronn
930 North McKinley Road
Arlington, Virginia 22205

Re: Order No. D90811
Brent Checketts

Dear Mrs. Bronn:

In April of 1988, you entered into a contract covering a parcel of property in Farmington, Utah, with Brent L. Checketts, Edward Green, and Evans G. Ray.

Those buyers have now sold one of the lots (Lot 2) to another party and in order to close that sale I need to have a deed from you to the Buyers.

As I interpret the contract, the payment to you for the deed to the lot is to be \$12,000.00 as a principal reduction, plus interest at 7.5% per annum on that amount from the date of recording of the plat to the date on which we receive the money to pay to you. I anticipate closing this sale to the new buyer on Friday, September 30, 1988, in which case I will hold the following sums to pay to you upon receipt of the Deed to Checketts (which I am enclosing for your signature):

Principal -----	\$12,000.00
Int. at 7.5% on \$12000.00 -----	\$ 278.63
(from 6/10 to 9/30/88) 113 days	
TOTAL PAYMENT -----	\$12,378.63

In the event I don't close with the buyer and have the money on or before September 30, I will increase the interest to be paid to you by the amount of \$2.466 per day for each and every day the closing is delayed.

It is extremely important that we have this deed which I am enclosing signed by you BEFORE A NOTARY PUBLIC and returned to me as soon as possible. The closing with Checketts and your other buyers cannot be completed until I have it. In the event anything should cause the closing to fail, I will not use the deed, but will return it to you unused and unrecorded.

If you have any questions, please call me, or if you need any references please call George Fadel. I have discussed this with him.

Yours truly,

Kenyon R. Gurr
Kenyon R. Gurr

KRG/kam

Telephone
1-703-533-8673

PHONE: (1-801) 451-2261



23 North Main
P.O. Box 301
Farmington, Utah 84025
September 27, 1988

Mrs. Carl Bronn
930 North McKinley Road
Arlington, Virginia 22205

Re: Order No. D90811
Brent Checketts ➔ 292-2100

Dear Mrs. Bronn:

In April of 1988, you entered into a contract covering a parcel of property in Farmington, Utah, with Brent L. Checketts, Edward Green, and Evans G. Ray.

Those buyers have now sold one of the lots (Lot 2) to another party and in order to close that sale I need to have a deed from you to the Buyers.

As I interpret the contract, the payment to you for the deed to the lot is to be \$12,000.00 as a principal reduction, plus interest at 7.5% per annum on that amount from the date of recording of the plat to the date on which we receive the money to pay to you. I anticipate closing this sale to the new buyer on Friday, September 30, 1988, in which case I will hold the following sums to pay to you upon receipt of the Deed to Checketts (which I am enclosing for your signature):

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It is extremely important that we have this deed which I am enclosing signed by you BEFORE A NOTARY PUBLIC and returned to me as soon as possible. The closing with Checketts and your other buyers cannot be completed until I have it. In the event anything should cause the closing to fail, I will not use the deed, but will return it to you unused and unrecorded.

If you have any questions, please call me, or if you need any references please call George Fadel. I have discussed this with him.

3 Apr. 88

TO:

Yours truly,

Kenyon R. Gurr

KRG/kam

enc. required; deed enclosed

UTAH BANK & TRUST
BOUNTIFUL, UTAH

97-101/1243

JMM

Nº 120282

Date OCTOBER 4, 1988

Pay to the order of ***SECURITY TITLE COMPANY***

25,032.50

~~CASHIER'S CHECK \$25,032 and 15 Cts~~

ROBERT C OR SANDRA O BURGOYNE

Sumner P. Bell

AUTHORIZED SIGNATURE

⑈ 120282 ⑈ ⑆ 124301012 ⑈ 1999980303 ⑈

62

32.5000 +
138.0000 +
22.5000 +
193.0000 * I

25032.5000 +
193.0000 -
24839.5000 * I

12278.6300 +

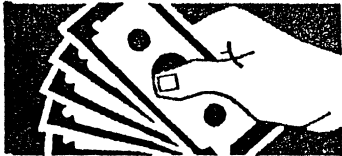
12560.8700 +

24839.5000 * I

YOUR ENDORSEMENT ON THIS CHECK ACKNOWLEDGES PAYMENT ON THE FOLLOWING ACCOUNT(S).		SECURITY TITLE COMPANY 160		17578
DATE	AMOUNT	ESCROW DEPARTMENT		97-74/1243
FOR DEPOSIT ONLY TO		FARMINGTON, UT 84025		
ACCOUNT #20-06494-16 of		October 5, 1988		
ALICE MAY HUGHES BRONN		Pay to the order of DAVIS COUNTY BANK		\$12,278.63
(From Our Order #D90811)		SECURITY TITLE CO. I2278 DOLS 63 CTS		Dollars
TOTAL OF INVOICES		BARNES BANKING CO.		
LESS % DISCOUNT		33 SOUTH MAIN		
LESS		KAYSVILLE, UTAH 84037		
TOTAL DEDUCTIONS		SECURITY TITLE COMPANY		
AMOUNT OF CHECK		<i>Sumner P. Bell</i>		
		⑈ 017578 ⑈ ⑆ 124300741101 0015014 ⑈		

YOUR ENDORSEMENT ON THIS CHECK ACKNOWLEDGES PAYMENT ON THE FOLLOWING ACCOUNT(S).		SECURITY TITLE COMPANY 160		17579
DATE	AMOUNT	ESCROW DEPARTMENT		97-74/1243
Proceeds from sale of Lot		FARMINGTON, UT 84025		
2, HUGHES HILLSIDE PLAT "A"		October 5, 1988		
requested by Brent Checketts,		Pay to the order of THE FIRST NATIONAL BANK OF LAYTON		\$12,560.87
Edward Green and Evans Ray		SECURITY TITLE CO. I2560 DOLS 87 CTS		Dollars
to be applied against		BARNES BANKING CO.		
Credit Line (Our #D90811)		33 SOUTH MAIN		
TOTAL OF INVOICES		KAYSVILLE, UTAH 84037		
LESS % DISCOUNT		SECURITY TITLE COMPANY		
LESS		<i>Sumner P. Bell</i>		
TOTAL DEDUCTIONS		⑈ 017579 ⑈ ⑆ 124300741101 0015014 ⑈		
AMOUNT OF CHECK				

LOW COST BANK LOANS



PROVIDE EXTRA CASH

KW

•Deluxe TR-D



Davis County Bank

Established in 1892

THIS IS YOUR RECEIPT



CHECKING



SAVINGS



LOANS

THE BANK SYMBOL, TRANSACTION NUMBER,
DATE AND AMOUNT OF YOUR DEPOSIT ARE SHOWN BELOW

DAVIS CNTY BANK FRMT

0001

0102 0024 38

OCT/06/88

20-06494-16

\$12,278.63

SAV



23 North Main
P.O. Box 301
Farmington, Utah 84025
November 3, 1988

PLAINTIFF'S EXHIBIT	
EXHIBIT NO.	7-3
CASE NO.	030700067
DATE REC'D IN EVIDENCE	3-22-05
CLERK	GP

Mrs. Carl Bronn
930 North McKinley Road
Arlington, Virginia 22205

Re: Order No. D91034
Brent L. Checketts et al

Dear Mrs. Bronn:

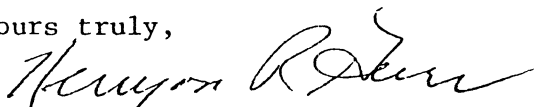
The sale of Lot 3 of Hughes Hillside Sub. has been completed, and in connection therewith I am enclosing the following:

1. A copy of the deposit slip at Davis County Bank showing deposit to your account no. 20-06494-16 of the sum of \$12,302.26.
2. A photocopy of our check to the bank for that deposit.

The sums represented by that check are: Principal payment \$12,000.00; Int. from June 10 to November 2 at 7.5% per annum of \$360.03; LESS \$57.77 as your portion of the 1988 taxes to July 31 on serial no. 07-057-0012.

I have paid the taxes on the above serial no. by making the above deduction and collecting the balance from your buyers.

Yours truly,


Kenyon R. Gurr

KRG/kam

encl.

PHONE: (1-801) 451-2261



23 North Main
P O Box 301
Farmington, Utah 84025
October 21, 1988

Mrs. Carl Bronn
930 North McKinley Road
Arlington, Virginia 22205

Re: Order Nos. D91034 & D91040
Brent Checketts etal

Dear Mrs. Bronn:

With reference to the contract which you have for sale of property in Farmington, with Brent L. Checketts, Ed Green and Evans Ray, they now have sales pending for two more lots, the closing of which will depend on me having the deeds to them.

I am now enclosing two deeds for your signature, one for Lot 3 of the subdivision and one for Lot 4. I assume that the payment for these lots will be the same as that for Lot 2 on which we closed October 5, with a principal payment of \$12,000.00 for each lot, plus interest on \$12,000.00 for each lot from June 10 to the date of payment at 7.5% per annum, which interest amounts to \$2,466 per day on each lot commencing June 10, 1988.

Will you please sign the enclosed deeds BEFORE A NOTARY PUBLIC and return them to me at your earliest possible convenience. I will give you our assurance that these will not be used until we can pay you the above sum on each of the lots which will be deeded. In the event either, or both, do not close we will return the deeds to you unused and unrecorded.

I also assume that you will want the proceeds of the sale due to you deposited in your account at Davis County Bank as it was on the prior sale. If this is the case, will you please send us two deposit slips, one for each lot. They are now scheduled to close on or before November 17, but one is ready now and will close on the day, or the day after, I received the deeds back from you, while the other may be delayed for a few days.

If you have any questions, please call.

Yours truly,

Kenyon R. Gurr

KRG/kam

enc.

ORDER NO. D91034

RECEIPTS

OUR FEES \$ 205.00

LENDER \$ 17,500.00

BUYER \$ 8,032.50

SELLER \$

REALTOR \$

OTHER \$

TOTAL \$ 25,532.50

CHECK #	TO WHOM	FOR	AMOUNT
1. 17653	DAVIS COUNTY TREASURER	1988 taxes 07-057-0012	\$99.04
2. 17654	DAVIS COUNTY BANK FOR ACCT OF ALICE MAY HUGHES BRONN TRUST ACCT #20-06494-16	\$12,000.00 prin \$360.03 int. less \$57.77 taxes 1/1 to 7/31 OC Per Alice 11/1-88	\$12,297.33 ^{302.26}
3. 17655	FIRST NATIONAL BANK OF LAYTON	TRUST ACCT. OF SELLERS	\$12,931.13 ^{26.20}
4			
5			
6			
7			
8			
9			
10			

205.00

99.04

12,297.33

12,931.13

25,532.50

Oct. 25, 1988

Deputy Jilly Co.
13 N. Main St.
Morganton,
NC

ATTN: General R. Green
re: Letter Oct 21, 1988

Two deeds - for the lots
3 & 4 respectively - are signed
and enclosed.

Yr's assumption as to (other)
accounts are correct.

I do not have deposit
slips, but the account
numbers at Home Co. Bank
is 80-06494.16. is in
my name.

Thank you. *Dee Myr Jones*

Security Title Company

CASE NO	030700061
DATE REC'D IN EVIDENCE	3-22-05
CLERK	GP

23 North Main
P O Box 301
Farmington UT 84025
(801) 451 2261
FAX (801) 451 5713

1848 North 400 West
Suite 101
Layton, UT 84041
(801) 774 8100
FAX (801) 774-8600

May 16, 1990

Alice May Hughes Bronn
930 North McKinley Road
Arlington, Virginia 22205

Re: Our Order No. D92815
Brent L. Checketts, etal

Dear Alice May:

Pursuant to our phone conversation this same date, I am enclosing a Warranty Deed on Lot 15, HUGHES HILLSIDE SUBDIVISION, PLAT B, for your execution, before a Notary Public, and return.


To reconfirm our conversation of the required payment for its recordation, the following is the breakdown of the anticipated deposit to your account number 127 10065 10 @ First Security Bank of Utah, Farmington, Utah:

\$12,000.00	Principal
1,755.70	Interest @ 7.5% from June 10, 1988 (1 year, 347 days) to May 22, 1990
<u>\$13,755.70</u>	Deposit (Per Diem of \$2.466)

I anticipate closing with the purchaser of the lot on Friday, the 18th. I will construe return of the Deed as your acceptance of the above and unless instructed otherwise, will complete the closing as outlined.

Should you have a question or I can be of further assistance, please contact me.

Very truly yours,


GORDON GURR JR.
Escrow Supervisor

GGJ/kam
Encl.

TO GORDON GURR JR.

22 May 1990

Deed referred to
has been signed and notarized
at 1st American Bank, Westover Branch, ARL.
Please deposit the \$13,755.7 in my
1st Security checking account as heretofore.
Alice May Bronn

INVOICE NUMBER	DESCRIPTION OF PAYMENT	INDIVIDUAL ACCOUNT NUMBER	GENERAL LEDGER NUMBER	AMOUNT DEBIT (CREDIT)
	BANK CHECK PAYABLE SECURITY TITLE	05-41036820	20111	####8,037.50
	RE: RICK SCHUURMAN 5-22-90			

**DESERET
FEDERAL**
SAVINGS AND LOAN ASSOCIATION
SALT LAKE CITY, UTAH



31-7054/3240

No 0502599

MAY 22 90

PAY
TO THE ORDER OF ☐ SECURITY TITLE

D.F.S. & L. ASS'N. 80375000

DATE
MAY-22-90

AMOUNT
\$####8,037.50

DESERET FEDERAL SAVINGS AND LOAN ASSN.

Blaine Wilcox
AUTHORIZED SIGNATURE

⑈0502599⑈ ⑆32407054⑆ 01 40000039⑈ 61

Barnes Banking Co.
23 SOUTH MAIN, 801-544-3424
KANSASVILLE, UTAH 84027

DEPOSIT SLIP

TO THE CREDIT OF
SECURITY TITLE COMPANY
ESCROW ACCOUNT
23 NORTH MAIN
FARMINGTON, UT 84025

D92815

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

DATE	May 22, 1990	
CURRENCY		
COIN		
CHECKS (LIST SEPARATELY)		
1		
2	97-75/1243	23,500 00
3	31-7054/3240	8,037 50
4		
TOTAL		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
TOTAL FROM OTHER SLIPS		
GRAND TOTAL		31,537 50

RECEIVED BY

Loan Disbursement

THE FIRST NATIONAL BANK

OF LAYTON
LAYTON, UTAH

DATE MAY 11, 1990

No 21790

PAY TO THE ORDER OF ***SECURITY TITLE COMPANY*** \$23,500.00*

FIRST NATIONAL BANK OF LAYTON 23500.00 is 00 CTS

NAME RICHARD J. SCHUURMAN

DESCRIPTION PURCHASE LOT 15, HUGHES HILLSIDE

⑈0021790⑈ ⑆32407054⑆ 01 13011 119096⑈

37.5000 +
172.5000 +
210.0000 *1

8037.5000 +
23500.0000 +
210.0000 -
31327.5000 *1

STC

CK# 5244

13760.6300 + → First Security Bank of Utah

CK# 5241

1420.0000 + → Benchmark Real Estate Co.

CK# 5242

16146.8700 + → First National Bank of Layton

CK# 5243

31327.5000 *1

SECURITY TITLE COMPANY

148

ESCROW ACCOUNT

23 NORTH MAIN

FARMINGTON, UT 84025

BARNES BANKING CO.
26 South Main 801-444-1424
Farmington, Utah 8402507-74/1243
00210-01

PAY

13760.63

TO
BE
ORDER
OFFIRST SECURITY BANK OF UTAH, N.A.
12 West State Street
Farmington, UT 84025DATE
May 24, 1990AMOUNT
\$13,760.63~~NON NEGOTIABLE~~

⑈005241⑈ ⑆124300741⑆01 0151211⑈

P A Y E E: DETACH THIS STATEMENT BEFORE DEPOSITING CHECK

SECURITY TITLE COMPANY

DATE	DESCRIPTION	AMOUNT
May 24, 1990	Our Order No. D92815 FOR DEPOSIT ONLY TO CHECKING ACCOUNT NO. 127 10065 10 OF ALICE MAY BRONN \$12,000.00 Principal 1,760.63 Interest to May 24, 1990 (2 day adjustment) \$13,760.63	\$13,760.63

Folio 4

NON NEGOTIABLE

SECURITY TITLE COMPANY

ESCROW ACCOUNT

23 NORTH MAIN

FARMINGTON, UT 84025

140

BARNES BANKING CO.
25 South Main #21-544-5424
Provo, Utah 84607

97-74/1243
00230-47

PAY

1420000000

DATE

May 24, 1990

AMOUNT

\$1,420.00

TO
BE
ORDER
OF

BENCHMARK REAL ESTATE COMPANY

1288 North Highway 89

Farmington, UT 84025

ATTN: Brent Chacketts

~~NON NEGOTIABLE~~

#005242 4124300741001 01515114

PAYEE: DETACH THIS STATEMENT BEFORE DEPOSITING CHECK

SECURITY TITLE COMPANY

DATE	DESCRIPTION	AMOUNT
May 24, 1990	Our Order No. D92815 Full Payment on Balance of 6% commission due from sale of Lot 15, HUGHES HILLSIDE SUBDIVISION, PLAT B, to Richard J. and Jan L. Schuurman	\$1,420.00

RM-3

NON NEGOTIABLE

0524

SECURITY TITLE COMPANY

140

ESCROW ACCOUNT

23 NORTH MAIN

FARMINGTON, UT 84025

BANKES BANKING CO.
30 South Main 901-544-5124
Layton, Utah 8404187-741243
88228-47

PAY

16146 DOLLARS 87 CTS

DATE

May 24, 1990

AMOUNT

\$16,146.87

TO

/E

ORDER

OF

THE FIRST NATIONAL BANK OF LAYTON

12 South Main Street

Layton, Utah 84041

ATTN: Sharm Stevenson

~~NON NEGOTIABLE~~

⑈005243⑈ ⑆124300741⑆01 015161⑈

P A Y E E: DETACH THIS STATEMENT BEFORE DEPOSITING CHECK

SECURITY TITLE COMPANY

DATE	DESCRIPTION	AMOUNT
May 24, 1990	<p>Our Order No. D92815</p> <p>Requested Payment by Brent L. Checketts, Edward Green and Evans G. Ray for Credit against Credit Line</p> <p>(proceeds from sale of Lot 15, HUGHES HILLSIDE SUBDIVISION, PLAT B)</p>	\$16,146.87

RL2-1

NON NEGOTIABLE

05244

SECURITY TITLE COMPANY

1-80

ESCROW ACCOUNT

23 NORTH MAIN

FARMINGTON, UT 84205

BARNES BANKING CO.
25 South Main (51-244-3000)
Provo, Utah 84607ST-74/1243
6020-47

PAY

210.00

DATE

May 24, 1990

AMOUNT

\$210.00

TO

ME

ORDER

OF

SECURITY TITLE COMPANY

~~NON NEGOTIABLE~~

#005244# #124300741401 0151511#

PAYER: DETACH THIS STATEMENT BEFORE DEPOSITING CHECK

SECURITY TITLE COMPANY

DATE	DESCRIPTION	AMOUNT
May 24, 1990	Order No. D92815 (Richard J. Schuurman)	
	Owner's Policy:	\$150.00
	Escrow Fee:	45.00
	Recording Fees:	15.00
	Amount of Check:	\$210.00

PES-4

NON NEGOTIABLE

Security Title Company

CASE NO	020 10006 1
DATE REC'D IN EVIDENCE	3-22-05
CLERK	GP

23 North Main
P. O. Box 301
Farmington, UT 84025
(801) 451-2261
FAX (801) 451-5713

1848 North 400 West
Suite 101
Layton, UT 84041
(801) 774-8100
FAX (801) 774-8600

December 20, 1990

Alice May Bronn
930 North McKinley Road
Arlington, Virginia 22205

Re: Our Order No. D93775
(Brent L. Checketts, etal)


Dear Mrs. Bronn:

I am enclosing a Warranty Deed to Brent L. Checketts, Edward Green and Evans G. Ray, covering Lot 16, HUGHES HILLSIDE SUBDIVISION, PLAT B. I have a tentative closing scheduled for next Monday, the 24th. To avoid any closing delays, I am enclosing this Deed for your execution and return with an acknowledgement of the following, for confirmation of its use:

\$12,000.00 Principal
2,293.20 Interest @ 7.5% from June 10, 1988 (2 years 200 days) to December 26, 1990 (The anticipated date I will require the Deed back to complete the closing) [\$2.466 Per Diem Thereafter to date I can make Deposit]
\$14,293.20 DEPOSIT to your Account No. 127 10065 10 at First Security Bank of Utah, Farmington, Utah (Unless otherwise instructed)

Should you have a question or further instructions, please contact me.

Very truly yours,


GORDON GURR JR.
Escrow Supervisor

GGJ/kam
Encl.

F X 7 0

Orlinton Va
22 Dec '90

The Security Title Co.
P.O. Box 301
Stamington Wt.

Attn: Gordon Gunn Sr.

Dear Gordon:

Enclosed is the ~~notarization~~
 deed.

Please use the deposit slip and
envelope enclosed to mail the
payment.

Although this will delay some my
receipt of the money, the advantage of
MSP's method of accounting makes
up for the loss of interest for a
couple of days.

Thank you, Gordon, and healthy holidays
upcoming!

Oliver May 1

Oliver May 1

You have noted that this machine
shows the final letter of the
alphabet! Twice a rehairman has
"fired" =

SECURITY TITLE COMPANY
ESCROW ACCOUNT
23 NORTH MAIN
SALT LAKE CITY, UT 84025

05876

BARNES BANKING CO
33 South Main 801-544-8424
Keyville, Utah 84037

97-74/1243
88230-4J

PAID \$14,293.20

DATE

December 26, 1990

AMOUNT

\$14,293.20

MERRILL LYNCH
Post Office Box 74007
Baltimore, MD 21274-4007

~~NON NEGOTIABLE~~

⑈005070⑈ ⑆124300⑈ ⑆01 0151611⑈

TA X E E. DETACH THIS STATEMENT BEFORE DEPOSITING CHECK

SECURITY TITLE COMPANY

DATE	DESCRIPTION	AMOUNT
Dec. 26, 1990	Our Order No. D93775 FOR DEPOSIT ONLY TO THE CASH MANAGEMENT ACCOUNT OF ALICE MAY BRONN 930 N MC LINLEY ROAD ARLINGTON, VA 22025	\$14,293.20

Ref

NON NEGOTIABLE

First Security Bank of Utah
NATIONAL ASSOCIATION

Salt Lake City Utah

No. 335915

Office No 127 DATE 12-24-90

PAY TO THE ORDER OF SECURITY TITLE CO. \$ 29,569.50

THE SUM 29 569 DOLLARS 50 CENTS

For Robert Poulson: *Oline W. Lenox*
AUTHORIZED SIGNATURE

⑈ 335915⑈ ⑆ 124000012⑆060 07500 12⑈

EX 2 Rev 10 84 7V

DEPOSIT NO. 8

Barnes Banking Co.
23 SOUTH MAIN, BOX 544-3424
KAYSVILLE, UTAH 84027

TO THE CREDIT OF
SECURITY TITLE COMPANY
ESCROW ACCOUNT
25 NORTH MAIN
FARMINGTON UT 84025

D93775

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

DATE	December 24, 1990	
CURRENCY		
COIN		
1 CHECKS (LIST SEPARATELY)		
2 31-1/1240	29,569	50
3		
4		
TOTAL ITEMS		
5		
6		
7		
8		
9		
10		
11		
TOTAL DEPOSIT		
12		
13		
14		
15		
16		
17		
18		
19		
20		
TOTAL FROM OTHER SIDE		
21-24 TOTAL	29,569	50

RECEIVED BY

47.5000 +
68.0000 +
150.0000 +
265.5000 * 1

22569.5000 +
265.5000 - → STC CK # 5877
22304.0000 * 1

1500.0000 + → Benchmark Real Estate
13710.8000 + → First Nat'l Bank, Payton
14293.2000 + → Merrill Lynch
29504.0000 * 1

CK # 5874
CK # 5875
CK # 5876

SECURITY TITLE COMPANY

ESCROW ACCOUNT

23 NORTH MAIN
SALT LAKE CITY, UT 84025

0587

BARNES BANKING CO
33 South Main 801-544-3424
Keyville, Utah 84037

97-74/1243
88230-4J

For 1,300.00 DATE December 26, 1990 AMOUNT \$1,300.00

BENCHMARK REAL ESTATE COMPANY

ORDER
OF

~~NONNEGOTIABLE~~

⑈005874⑈ ⑆1243007⑈1021 0151611⑈

PLEASE DETACH THIS STATEMENT BEFORE DEPOSITING CHECK

SECURITY TITLE COMPANY

DATE	DESCRIPTION	AMOUNT
Dec. 26, 1990	Our Order No. D93775 Full Payment on Balance of 6% Commission Due from sale of Lot 16, HUGHES HILLSIDE SUBDIVISION, PLAT B, to Robert W. Poulson and Rhonda B. Poulson	\$1,300.00

FS-4

NONNEGOTIABLE

SECURITY TITLE COMPANY

199

05875

ESCROW ACCOUNT

123 NORTH MAIN

LAYTON, UT 84025

BARNES BANKING CO
33 South Main 801-544-3424
Kaysville, Utah 84037

97-74/1243
88230-41

PAID

13770 DOLLARS

DATE

December 26, 1990

AMOUNT

\$13,710.80

ORDER
OF

THE FIRST NATIONAL BANK OF LAYTON

12 South Main Street

Layton, Utah 84041

ATTN: Sharm Stevenson

NONNEGOTIABLE

⑈005875⑈ ⑆1243007⑆ 1201 0151811⑈

PAYEE: DETACH THIS STATEMENT BEFORE DEPOSITING CHECK

SECURITY TITLE COMPANY

DATE	DESCRIPTION	AMOUNT
Dec. 26, 1990	Our Order No. D93775 Payment by Brent L. Checketts, Edward Green and Evans G. Ray for Credit against Credit Line (Proceeds from sale of Lot 16, HUGHES HILLSIDE SUBDIVISION, PLAT B)	\$13,710.80

RM

NONNEGOTIABLE

SECURITY TITLE COMPANY

ESCROW ACCOUNT

223 NORTH MAIN

SALT LAKE CITY, UT 84025

130

05877

BARNES BANKING CO
33 South Main 801-844-3424
Kaysville, Utah 84037

97-74/1243
88230-4J

265.50
DATE December 27, 1990 AMOUNT \$ 265.50

SECURITY TITLE COMPANY

ORDER
OF

~~NONNEGOTIABLE~~

005277 012430075121 0151611

ATTENTION: DETACH THIS STATEMENT BEFORE DEPOSITING CHECK

SECURITY TITLE COMPANY

DATE	DESCRIPTION	AMOUNT
Dec. 27, 1990	Order No. D93775 (Robert W. Poulson)	
	Owner's Policy:	\$150.00
	Escrow Fee:	90.00
	Recording Fees:	15.50
	Express Fee:	10.00
	Amount of Check:	\$265.50

NONNEGOTIABLE

Security Title Company

CASE NO.	030 700067
DATE REC'D	3-22-05
IN EVIDENCE	
CLERK	GP

23 North Main
P. O. Box 301
Farmington, UT 84025
(801) 451-2261
FAX (801) 451-5713

1848 North 400 West
Suite 101
Layton, UT 84041
(801) 774-8100
FAX (801) 774-8600

June 6, 1991

Alice May Hughes Bronn
930 North McKinley Road
Arlington, Virginia 22205

Re: Brent L. Checketts, etal

Dear Alice May:

Enclosed are Warranty Deeds to Lots 7, 9, 12 and 18 of the HUGHES HILLSIDE SUBDIVISIONS, which I understand from Brent Checketts will be closing within the next couple of months. Lot 7 is tentatively scheduled to close on June 10th.

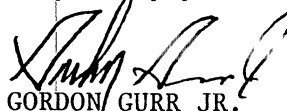
To avoid this last minute pressure for Deeds, I am also enclosing Deeds for the next three anticipated closings.

As in the past and our conversations, unless you or Carl instruct me differently, use of any of the enclosed Deeds, upon their return, will be conditioned upon my being able to pay for each Deed the Principal sum of \$12,000.00, plus simple interest @ 7.50% from June 10, 1988 to the date payment can be made.

I assume you want these payments forwarded to your account at Merrill Lynch and will also do so unless you instruct me otherwise.

If you are in agreement with the above, please sign the enclosed Deeds before a Notary Public and return. If you have further instructions, please contact me.

Very truly yours,


GORDON GURR JR.
Escrow Supervisor

GGJ/kam
Encls.

EX 7-10

June 21
Alington

MR. GORDON ONKES

Security Title

Farmington VT 87025 2030130

Mailed 10 23 N. 1004

Dear Gordon,

You slide correctly the
procedure for transferring title
on payment of \$12000 capital out
interest at 7 1/2 per cent per year
cumulative, that is, no interest collected
by contract year - - this continuing
the procedure in practice.

This date, I have executed
deeds to be released as you outlined
outlined in letter of June 21

Thank you,
Alice May Wright Brown
The Gray Highlands

- a. Deeds to lots 7 & 12 & 18, zone WLP 512
 - b. cannot locate other deposit slips to WLP 512
- Will mail you a supply soon.

Security Title Company

23 North Main
P O Box 301
Farmington, UT 84025
(801) 451-2261
FAX (801) 451 5713

1848 North 400 West
Suite 101
Layton, UT 84041
(801) 774-8100
FAX (801) 774-8600

April 22, 1991

Alice May Hughes Bronn
930 North McKinley Road
Arlington, Virginia 22205

Re: Our Order No. D94174
Brent L. Checketts, etal

Dear Alice May:

I understand from Brent Checketts, that he has discussed the required payment for Lot 19, HUGHES HILLSIDE SUBDIVISION, PLAT B, to be as previous lots, which I have calculated to be as follows:

\$12,000.00 Principal
2,591.59 Interest @ 7.5% from June 10, 1988 (2 years 321 days) to April 26, 1991
\$14,591.59 Total Payment Required as of April 26, 1991 (Per Diem Thereafter = \$2.466)

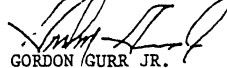
If you are in agreement with the above, please execute the enclosed Warranty Deed, before a Notary Public, and return.

Please advise me if you want this payment deposited to your account at First Security or at Merrill Lynch.

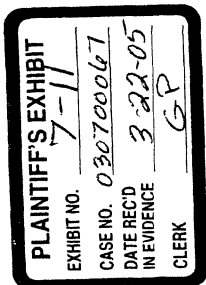
I have a tentative closing scheduled for Wednesday, the 24th, and would appreciate your prompt response.

If you have a question or further instructions, please contact me.

Very truly yours,


GORDON GURR JR.
Escrow Supervisor

GJ/kam
hcl.



Recorded at Request of _____
at _____ M. Fee Paid \$ _____
by _____ Dep. Book _____ Page _____ Ref.: _____

WARRANTY DEED

ALICE MAY HUGHES BRONN, as Principal Trustee of the ALICE MAY HUGHES BRONN TRUST, by Conveyance and Declaration recorded May 7, 1979, _____ grantor of _____ Arlington, _____ County of _____ Arlington, _____ State of VA., hereb CONVEY and WARRANT to BRENT L. CHECKETTS, EDWARD GREEN and EVANS G. RAY,

142 East 650 South _____ Davis _____ State of Utah, for the sum of _____ of Farmington, UT 84025 County of _____ Davis _____ State of Utah, the following described tract of land in _____ Davis _____ County, State of Utah:

All of Lot 19, HUGHES HILLSIDE SUBDIVISION, PLAT B, a subdivision of part of Section 30, Township 3 North, Range 1 East, Salt Lake Meridian, in the City of Farmington, according to the official plat thereof.

SUBJECT TO easements, restrictions and reservations of record.

WITNESS, the hand of said grantor, this _____ day of _____ April, A. D. 1991.

Signed in the Presence of

ALICE MAY HUGHES BRONN, Principal Trustee of the ALICE MAY HUGHES BRONN TRUST

STATE OF VIRGINIA,

County of Arlington

ss.

On the _____ day of _____ April, A. D. 1991, personally appeared before me ALICE MAY HUGHES BRONN, Principal Trustee as aforesaid, the signer of the within instrument, who duly acknowledged to me that she executed the same, as such Trustee.

Notary Public.

My commission expires _____ Residing in _____

24 Apr 7

Dear Gabor:

Yes, I accept the

sale as you outline.

A deposit slip and

matting envelope are enclosed

Hope to see at you

this summer.

Respectfully,
Allen M. Davis

MLP deposit slip & envelope

are enclosed. Thanks

Good



ASSOCIATED TITLE COMPANY
OF DAVIS COUNTY

PLAINTIFF'S EXHIBIT	
EXHIBIT NO	7-15
CASE NO.	030700067
DATE REC'D IN EVIDENCE	3-22-05
CLERK	GP

SEPTEMBER 12, 1991

MR. KENYON GURR
SECURITY TITLE COMPANY
23 NORTH MAIN
FARMINGTON, UTAH 84025

RE: LOT CLOSING: BENCHMARK REAL ESTATE COMPANY (BUYER)
LOT 11, HUGHES HILLSIDE SUBD. PLAT "B"

DEAR KENYON:

ENCLOSED PLEASE FIND OUR CHECK # 2650 IN THE AMOUNT OF \$11,250.00 TO BE APPLIED
TOWARD THE PURCHASE OF SAID LOT.

PLEASE NOTIFY ME AS SOON AS YOUR WARRANTY DEED HAS RECORDED.

THANK YOU SO MUCH FOR YOUR HELP.

YOURS TRULY,

DONNETTE HEWITSON
ESCROW OFFICER

1-20

BARNES BAKING CO
33 South Main 801-511-1424
Kaysville, Utah 84037

DATE 2145066403


AMOUNT

ALICE MAY HUGHES BRONN, Trustee
930 North McKinley Road
Arlington, Virginia 22205

~~NON-NEGOTIABLE~~

התאריך: 19.05.2019

NON NEGOTIABLE

SECURITY TITLE COMPANY ESCROW ACCOUNT 23 NORTH MAIN FARMINGTON, UT 84025		06429 BARNES BANKING CO 33 South Main 801 544 3424 Kayville, Utah 84037 07 74/1243 88230-4J
SECURITY TITLE CO. I 4746 DOLS 85 CTS		
PAY TO THE ORDER OF	MERRILL LYNCH Post Office Box 74007 Baltimore, MD 21274	DATE June 28, 1991 AMOUNT \$ 14,746.85 
⑈006429⑈ ⑆124300741⑆01015161⑈		

P A Y E E DETACH THIS STATEMENT BEFORE DEPOSITING CHECK		SECURITY TITLE COMPANY
DATE	DESCRIPTION	AMOUNT
June 28, 1991	Our Order No. D94432 FOR DEPOSIT ONLY TO ACCOUNT NO. 70725020 of ALICE MAY BRONN 930 N MCKINLEY ROAD ARLINGTON, VA 22205	\$14,746.85

RM-4

Alice May:

This Deposit was forwarded to Merrill Lynch June 28, 1991, which pays for the Deed on Lot 18, HUGHES HILLSIDE SUBDIVISION PLAT B, returned to me with your Letter of June 8, 1991, as follows:

\$12,000.00	Principal as of June 10, 1988
2,746.85	Simple Interest @ 7.5% to June 28, 1991 (3 years 19 days)
\$14,746.85	

I now have a pending Order on Lot 8, HUGHES HILLSIDE SUBDIVISION PLAT A. For convenience, I am enclosing a Deed for your execution and return. As in the past, this will confirm my use is conditioned upon being able to make payment to you as above, with interest to that date of payment. This Lot, and Lot 12, which I already have, are scheduled to close the first part of August, so would not be needed with urgency, but at your convenience. Please advise me if you want any procedure changed.

Thanks again,



PLAINTIFF'S EXHIBIT	
EXHIBIT NO.	7-16
CASE NO	030700067
DATE REC'D IN EVIDENCE	3-22-05
CLERK	GP

6 JULY '91

Security Title
Escrow Record
Farmington UT 84025

ALICE MAY BRONN GUAR

1. This acknowledges your letter
of June 28. 91.

2. The signed and notarized
deed to LOT 8 is enclosed.

3. Thank you for careful and
prompt management of
the Escrow function.

Alice May Bronn
ALICE MAY BRONN
Fm. Deed LOT 8 HH RICH VA.

2025 01/11/25

SECURITY TITLE COMPANY ESCROW ACCOUNT 23 NORTH MAIN FARMINGTON, UT 84025		1-90	01137
		<small>BARNES BANKING CO 33 South Main 801-544 3424 Keyville, Utah 84037</small>	
SECURITY TITLE CO. I 4791 DOLS 24 CTS			
PAY		DATE	AMOUNT
TO	MERRILL LYNCH Post Office Box 74007 Baltimore, MD 21274	July 16, 1991	\$14,791.24
THE			
ORDER			
OF			
		<i>[Signature]</i>	
⑈001137⑈ ⑆24300741⑆01015161⑈			

PAYER DETACH THIS STATEMENT BEFORE DEPOSITING CHECK		SECURITY TITLE COMPANY
DATE	DESCRIPTION	AMOUNT
July 16, 1991	Our Order No. D94503 FOR DEPOSIT ONLY TO ACCOUNT NO. 70725020 of ALICE MAY BRONN 930 N MCKINLEY ROAD ARLINGTON, VA 22205	\$14,791.24

Alice May:

This Deposit was forwarded to Merrill Lynch July 16, 1991, which pays for the Deed on Lot 8, HUGHES HILLSIDE SUBDIVISION PLAT A, returned to me with your Letter of July 6, 1991, as follows:

\$12,000.00	Principal as of June 10, 1988
2,791.24	Simple Interest @ 7.5% to July 16, 1991 (3 years 37 days)
<u>\$14,791.24</u>	

[Signature]

SECURITY TITLE COMPANY
ESCROW ACCOUNT
22 NORTH MAIN
FARMINGTON, UT 84025

1-90

0113

BARNES BANKING CO
33 South Main St. 841-544
Keyville, Utah 84037

97-74/1243
88232-4T

PAY

14791.24

DATE

July 16, 1991

AMOUNT

\$14,791.24

ORDER
OF

MERRILL LYNCH
Post Office Box 74007
Baltimore, MD 21274

~~NON NEGOTIABLE~~

⑈001437⑈ ⑆124300741⑆01 0151611⑈

PAYEE: DETACH THIS STATEMENT BEFORE DEPOSITING CHECK

SECURITY TITLE COMPANY

DATE	DESCRIPTION	AMOUNT
July 16, 1991	Our Order No. D94503 FOR DEPOSIT ONLY TO ACCOUNT NO. 70725020 of ALICE MAY BRONN 930 N MCKINLEY ROAD ARLINGTON, VA 22205	\$14,791.24

NON NEGOTIABLE

SECURITY TITLE CO.
ESCROW ACCOUNT
90 NORTH 500 WEST 292-5222
BOUNTIFUL, UTAH 84010

NE 3244
BOUNTIFUL FIVE POINTS OFFICE
FIRST SECURITY BANK OF UTAH
NATIONAL ASSOCIATION
BOUNTIFUL, UTAH 84010
31-1/1240

PAY TO THE ORDER OF ****FIVE THOUSAND ONE HUNDRED FIFTY DOLLARS & 45/100'S****

ALICE MAYHHUGHES BRONN, Trustee

DATE	AMOUNT
4-17-92	**\$5,150.45

Robert M. Hughes
NON-NEGOTIABLE

000 IC SECURITY PRINTERS, INC.

NOTE: DETACH THIS STATEMENT BEFORE DEPOSITING

SECURITY TITLE CO. - Escrow Account - Bountiful, Utah 84010

STC # D9602

Sellers Proceeds

Set 5

PLAINTIFF'S EXHIBIT	
EXHIBIT NO.	<u>7-17</u>
CASE NO.	<u>030700067</u>
DATE REC'D IN EVIDENCE	<u>3-22-05</u>
CLERK	<u>GP</u>

Ex 7-17



Security Title Co.

96 North 500 West, Suite D
Bountiful, Utah 84010
(801) 292-5222 FAX (801) 295-3318

April 17, 1992

Alice M. H. Bronn
930 No. McKinnley Rd.
Arlington, VA 22205

Dear Mrs. Bronn,

The sale of the lot here has all been completed and I have enclosed your check due from the closing, \$5,150.45.

The Escrow Account has been set up for the yearley payments.

They will send that amount to you each January as it is paid by the buyer.

Should you ever have any questions on the Escrow Account.

Security Title Company
1848 North 400 West
Mitchell Plaza, Hillfield Rd
Layton, Utah 84041

Phone No. 1 801 774-8100

Thank you and if I can be of any further help to you or should you have any questions that you feel I can help with, please call.

Sincerely,

Robert W. Mitchell

OTHER OFFICES:

1848 North Freedom Blvd., Suite 101, Layton, Utah 84041 • (801) 774-8100 FAX (801) 774-8600
23 North Main, Farmington, Utah 84025 • (801) 451-2261 FAX (801) 451-5713



Security Title Co.

96 North 500 West, Suite D
Bountiful, Utah 84010
(801) 292-5222 FAX (801) 295-3318

APRIL 9, 1992

Alice Bronn
930 No. McKinley Rd.
Arlington, VA. 22205

Dear Mrs. Bronn,

Enclosed you will find the necessary papers that need to be signed by you in order to close the sale of the Farmington Lot, as Follows:

1. Three copies of the closing statements (yellow) please sign all three and return to me.
2. Three copies of the Uniform Real Estate Contract, please sign all three, have someone witness your signature and return to me.
3. Three copies of the escrow Agreement, please sign all three and have notorized and return to me.
4. Warranty Deed, please sign above your name as typed, have notorized and return to me.
5. 1099-B Input Form, please sign and put in your social Security number. and return.

I have enclosed a copy of all of these for your records.

George Fadel has reviewed all of these papers

If you will Express Mail these Papers back to me at your earliest convenience, so the buyer can get his part signed it will be appreciated, I should have them back by at least next Wednesday.

After all the papers ahve been signed by you and the buyer, I will then send you the money from the closing \$5,150.45

Thank you and should you have any questions, please feel free to call.

Sincerely,

Robert W. Mitchell
Robert W. Mitchell

OTHER OFFICES:

1848 North Freedom Blvd., Suite 101, Layton, Utah 84041 • (801) 774-8100 FAX (801) 774-8600

10 APR 1992
Ac. 29
Danc
Robert W. Mitchell

EXHIBIT NO	10
CASE NO	030700067
DATE REC'D IN EVIDENCE	3-22-05
CLERK	GP

WARRANTY DEED

ALICE MAY HUGHES BRONN, as Principal Trustee of the ALICE MAY HUGHES BRONN TRUST,
By Conveyance and Declaration recorded May 7, 1979, grantor
of Arlington, Virginia, County of Arlington, State of Utah, hereby
CONVEY and WARRANT to BRENT L. CHECKETTS, EDWARD GREEN, and EVANS G. RAY,

568 South 350 East grantees,
of Farmington 84025 County of Davis, State of Utah, for the sum of
TEN DOLLARS and other good and valuable considerations, the following described tract
of land in Davis County, State of Utah:

All of Lot 1, HUGHES HILLSIDE SUBDIVISION, PLAT "A", a subdivision of part of
Section 30, Township 3 North, Range 1 East, Salt Lake Meridian, in the City of
Farmington, according to the official Plat thereof.

Subject to easements, agreements, reservations and restrictions of record.

WITNESS, the hand of said grantor, this 21st day of
Dec, A. D. 19 88

Signed in the Presence of

Alice May Hughes Bronn
ALICE MAY HUGHES BRONN, PRINCIPAL TRUSTEE
OF THE ALICE MAY HUGHES BRONN TRUST

STATE OF ~~UTAH~~, VIRGINIA

County of ARLINGTON

ss.

On the 21st day of December, A. D. 1988,
personally appeared before me ALICE MAY HUGHES BRONN, PRINCIPAL TRUSTEE OF THE ALICE
MAY HUGHES PRONN TRUST,
the signer of the within instrument, who duly acknowledged to me that she executed the
same, as Such Trustee.

Edward M. Macdonald

Notary Public.

My commission expires 9/17/90

Residing in

Arlington, VA

M. Fee Paid \$

Dep. Book Page Ref.:

WARRANTY DEED

ALICE MAY HUGHES BRONN, as Principal Trustee of the ALICE MAY HUGHES BRONN TRUST,
By Conveyance and Declaration recorded May 7, 1979, [VIRGINIA] grantor
of Arlington, Virginia, County of ARLINGTON, State of Utah, hereby
CONVEY and WARRANT to BRENT L. CHECKETTS, EDWARD GREEN and EVANS G. RAY,

142 East 568 South, 350 EAST
of Farmington 84025 County of Davis, State of Utah, for the sum of
TEN DOLLARS and other good and valuable considerations, the following described tract
of land in Davis County, State of Utah:

All of Lot 2, HUGHES HILLSIDE SUBDIVISION PLAT A, a subdivision of part of
Section 30, Township 3 North, Range 1 East, Salt Lake Meridian, in the City of
Farmington, according to the official plat thereof

Subject to easements and agreements of record.

PLAINTIFF'S EXHIBIT

EXHIBIT NO. TB-2
CASE NO. 030700007
DATE REC'D
IN EVIDENCE 3-22-05
CLERK GP

WITNESS, the hand of said grantor, this 3rd day of
October, A. D. 1988.

Signed in the Presence of

Alice May Hughes Bronn
ALICE MAY HUGHES BRONN, Principal Trustee
of the ALICE MAY HUGHES BRONN TRUST

STATE OF ~~UTAH~~, VIRGINIA

County of ARLINGTON

ss.

On the 3rd day of October, A. D. 19 88,
personally appeared before me ALICE MAY HUGHES BRONN, TRUSTEE AS AFORESAID,

the signer of the within instrument, who duly acknowledged to me that she executed the
same, as such Trustee.

Notary Public.

My commission expires 5-25-92

Residing in

Recorded at request of SECURITY TITLE COMPANY Order No.

Recorded by G. W. WATTS

352

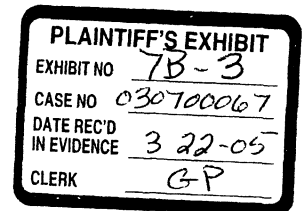
WARRANTY DEED

ALICE MAY HUGHES BRONN, as Principal Trustee of the ALICE MAY HUGHES BRONN TRUST,
By Conveyance and Declaration recorded May 7, 1979, grantor
of Arlington, Virginia, County of Arlington, State of VA., hereby
CONVEY and WARRANT to BRENT L. CHECKETTS, EDWARD GREEN, and EVANS G. RAY,

568 South 350 East grantees,
of Farmington 84025 County of Davis, State of Utah, for the sum of
TEN DOLLARS and other good and valuable considerations, the following described tract
of land in Davis County, State of Utah:

All of Lot 3, HUGHES HILLSIDE SUBDIVISION, PLAT A, a subdivision of part of
Section 30, Township 3 North, Range 1 East, Salt Lake Meridian, in the City of
Farmington, according to the official plat thereof.

Subject to easements, agreements, reservations and restrictions of record.



WITNESS, the hand of said grantor, this _____ day of
25 October, A. D. 1988

Signed in the Presence of

[Signature]

[Signature]

ALICE MAY HUGHES BRONN, Principal Trustee
of the ALICE MAY HUGHES BRONN TRUST

STATE OF ~~UNION~~ VIRGINIA

County of ARLINGTON

ss.

On the 25th day of October, A. D. 1988,
personally appeared before me ALICE MAY HUGHES BRONN, Trustee as aforesaid,

the signer of the within instrument, who duly acknowledged to me that she executed the
same, as such Trustee.

[Signature]
Notary Public.

My commission expires 9/17/90 of Residing in E.C. VA.
Arlington VA.

Recorded at request of SECURITY TITLE COMPANY Order No. 1263
Date NOV 3 1988
at D.C. M. by 1263
1263
875
Fee Paid \$
Recorder, Deeds Clerk

at _____ M. Fee Paid \$ _____
by _____ Dep. Book _____ Page _____ Ref.: _____

WARRANTY DEED

ALICE MAY HUGHES BRONN, as Principal Trustee of the ALICE MAY HUGHES BRONN TRUST,
By Conveyance and Declaration recorded May 7, 1979, _____ grantor
of Arlington, Virginia _____, County of Arlington _____, State of VA., hereby
CONVEY and WARRANT to BRENT L. CHECKETTS, EDWARD GREEN, and EVANS G. RAY,

568 South 350 East _____ grantees,
of Farmington 84025 _____ County of Davis _____, State of Utah, for the sum of
TEN DOLLARS and other good and valuable considerations, the following described tract
of land in _____ Davis _____ County, State of Utah:

All of Lot 4, HUGHES HILLSIDE SUBDIVISION, PLAT A, a subdivision of part of
Section 30, Township 3 North, Range 1 East, Salt Lake Meridian, in the City of
Farmington, according to the official plat thereof.

Subject to easements, agrèements, reservations and restrictions of record.

Recorded at _____ Sec. _____ Title Company Order No. _____ Fee Paid \$ _____
Date DEC 13 1988 at 10:13 M. by _____ Recorder, Davis C. _____
No. 844919 Vol. 1270 Page 307

PLAINTIFF'S EXHIBIT	
EXHIBIT NO	<u>7B-4</u>
CASE NO	<u>03070006</u>
DATE REC'D	<u>3-22-05</u>
IN EVIDENCE	
CLERK	<u>GP</u>

WITNESS, the hand of said grantor, this _____ day of
24 October, A. D. 1988

Signed in the Presence of

Paul H. Brown

Alice May Hughes Bronn

ALICE MAY HUGHES BRONN, Principal Trustee
of the ALICE MAY HUGHES BRONN TRUST

STATE OF ~~UNION~~ VIRGINIA

County of ARLINGTON

ss.

On the 25th day of October, A. D. 1988,
personally appeared before me ALICE MAY HUGHES BRONN, Trustee as aforesaid,

the signer of the within instrument, who duly acknowledged to me that she executed the
same, as such Trustee.

Robert J. Meadows

Notary Public

My commission expires 9/1/90 Residing in Farmington, Utah

2511

UNIT RM REAL ESTATE CONTRACT
THIS AGREEMENT, made in duplicate this 17th day of April, A.D., 1992,
by and between ALICE MAY HUGHES BRONN, TRUSTEE OF THE ALICE MAY HUGHES BRONN TRUST
hereinafter designated as the Seller, and J. KRIS RANSON

hereinafter designated as the Buyer, of LOT 5, HUGHES HILLSIDE
(APPX. 528 SO. 350 EAST, FARMINGTON, UTAH 84025)

2. WITNESSETH: That the Seller, for the consideration herein mentioned agrees to sell and convey to the buyer,
and the buyer for the consideration herein mentioned agrees to purchase the following described real property, situate in
the county of DAVIS, State of Utah, to-wit: LOT 5, HUGHES HILLSIDE SUB.

More particularly described as follows:

All of Lot 5, HUGHES HILLSIDE SUBDIVISION, PLAT "A", a
subdivision of part of Section 30, Township 3 North,
Range 1 East, Salt Lake Meridian, in the City of Farmington,
according to the official plat thereof.

3. Said Buyer hereby agrees to enter into possession and pay for said described premises the sum of _____
FORTY THOUSAND AND NO/100 Dollars (\$ 40,000.00)

payable at the office of Seller, his assigns or order _____
strictly within the following times, to-wit: EIGHT THOUSAND AND NO/100 (\$ 8,000.00)
cash, the receipt of which is hereby acknowledged, and the balance of \$ 32,000.00 shall be paid as follows:

THE SUM OF \$4,000.00 ON OR BEFORE JANUARY 5, 1993 AND THE SUM OF \$4,000.00
ON THE 5TH DAY OF JANUARY OF EACH SUCCEEDING YEAR THEREAFTER UNTIL THE
ENTIRE BALANCE TOGETHER WITH ALL ACCRUED INTEREST HAS BEEN PAID IN FULL.

Possession of said premises shall be delivered to buyer on the 17TH day of APRIL, 1992

4. Said monthly payments are to be applied first to the payment of interest and second to the reduction of the
principal. Interest shall be charged from April 17, 1992 on all unpaid portions of the
purchase price at the rate of Six & 3/4 per cent (6.75%) per annum. The Buyer, at his option at anytime,
may pay amounts in excess of the monthly payments upon the unpaid balance subject to the limitations of any mortgage
or contract by the Buyer herein assumed, such excess to be applied either to unpaid principal or in prepayment of future
installments at the election of the buyer, which election must be made at the time the excess payment is made.

5. It is understood and agreed that if the Seller accepts payment from the Buyer on this contract less than according
to the terms herein mentioned, then by so doing, it will in no way alter the terms of the contract as to the forfeiture
hereinafter stipulated, or as to any other remedies of the seller.

6. It is understood that there presently exists an obligation against said property in favor of _____
NONE with an unpaid balance of
\$ _____, as of _____

7. Seller represents that there are no unpaid special improvement district taxes covering improvements to said prem-
ises now in the process of being installed, or which have been completed and not paid for, outstanding against said prop-
erty, except the following no exceptions

8. The Seller is given the option to secure, execute and maintain loans secured by said property of not to exceed the
then unpaid contract balance hereunder, bearing interest at the rate of not to exceed six & 3/4 percent
(6.75%) per annum and payable in regular monthly installments, provided that the aggregate monthly installment
payments required to be made by Seller on said loans shall not be greater than each installment payment required to be
made by the Buyer under this contract. When the principal due hereunder has been reduced to the amount of any such
loans and mortgages the Seller agrees to convey and the Buyer agrees to accept title to the above described property
subject to said loans and mortgages.

9. If the Buyer desires to exercise his right through accelerated payments under this agreement to pay off any obli-
gations outstanding at date of this agreement against said property, it shall be the Buyer's obligation to assume and
pay any penalty which may be required on prepayment of said prior obligations. Prepayment penalties in respect
to obligations against said property incurred by seller, after date of this agreement, shall be paid by seller unless
said obligations are assumed or approved by buyer.

10. The Buyer agrees upon written request of the Seller to make application to a reliable lender for a loan of such
amount as can be secured under the regulations of said lender and hereby agrees to apply any amount so received upon
the purchase price above mentioned, and to execute the papers required and pay one-half the expenses necessary in ob-
taining said loan, the Seller agreeing to pay the other one half, provided however, that the monthly payments and
interest rate required, shall not exceed the monthly payments and interest rate as outlined above.

11. The Buyer agrees to pay all taxes and assessments of every kind and nature which are or which may be assessed
and which may become due on these premises during the life of this agreement. The Seller hereby covenants and agrees
that there are no assessments against said premises except the following.

no exceptions

The Seller further covenants and agrees that he will not default in the payment of his obligations against said property.

PLAINTIFF'S EXHIBIT
EXHIBIT NO 7B-5
CASE NO 030700067
DATE REC'D 3-22-05
IN EVIDENCE
CLERK GP

PLAINTIFF'S EXHIBIT

EXHIBIT NO. 7B-6

CASE NO 030700067

DATE REC'D IN EVIDENCE 3-22-05

CLERK GP

12. The Buyer agrees to pay the general taxes after January 1, 1992

(Taxes for 1992 were pro-rated between both parties at time of closing.)

13. The Buyer further agrees to keep all insurable buildings and improvements on said premises insured in a company acceptable to the Seller in the amount of not less than the unpaid balance on this contract, or \$ and to assign said insurance to the Seller as his interests may appear and to deliver the insurance policy to him.

14. In the event the Buyer shall default in the payment of any special or general taxes, assessments or insurance premiums as herein provided, the Seller may, at his option, pay said taxes, assessments and insurance premiums or either of them, and if Seller elects so to do, then the Buyer agrees to repay the Seller upon demand, all such sums so advanced and paid by him, together with interest thereon from date of payment of said sums at the rate of 1/2 of one percent per month until paid.

15. Buyer agrees that he will not commit or suffer to be committed any waste, spoil, or destruction in or upon said premises, and that he will maintain said premises in good condition.

16. In the event of a failure to comply with the terms hereof by the Buyer, or upon failure of the Buyer to make any payment or payments when the same shall become due, or within 30 days thereafter; the Seller, at his option shall have the following alternative remedies:

A. Seller shall have the right, upon failure of the Buyer to remedy the default within five days after written notice, to be released from all obligations in law and in equity to convey said property, and all payments which have been made theretofore on this contract by the Buyer, shall be forfeited to the Seller as liquidated damages for the non-performance of the contract, and the Buyer agrees that the Seller may at his option re-enter and take possession of said premises without legal process as in its first and former estate, together with all improvements and additions made by the Buyer thereon, and the said additions and improvements shall remain with the land become the property of the Seller, the Buyer becoming at once a tenant at will of the Seller; or

B. The Seller may bring suit and recover judgment for all delinquent installments, including costs and attorneys fees. (The use of this remedy on one or more occasions shall not prevent the Seller, at his option, from resorting to one of the other remedies hereunder in the event of a subsequent default); or

C. The Seller shall have the right, at his option, and upon written notice to the Buyer, to declare the entire unpaid balance hereunder at once due and payable, and may elect to treat this contract as a note and mortgage, and pass title to the Buyer subject thereto, and proceed immediately to foreclose the same in accordance with the laws of the State of Utah, and have the property sold and the proceeds applied to the payment of the balance owing, including costs and attorney's fees; and the Seller may have a judgment for any deficiency which may remain. In the case of foreclosure, the Seller hereunder, upon the filing of a complaint, shall be immediately entitled to the appointment of a receiver to take possession of said mortgaged property and collect the rents, issues and profits therefrom and apply the same to the payment of the obligation hereunder, or hold the same pursuant to order of the court; and the Seller, upon entry of judgment of foreclosure, shall be entitled to the possession of the said premises during the period of redemption.

17. It is agreed that time is the essence of this agreement.

18. In the event there are any liens or encumbrances against said premises other than those herein provided for or referred to, or in the event any liens or encumbrances other than herein provided for shall hereafter accrue against the same by acts or neglect of the Seller, then the Buyer may, at his option, pay and discharge the same and receive credit on the amount then remaining due hereunder in the amount of any such payment or payments and thereafter the payments herein provided to be made, may, at the option of the Buyer, be suspended until such time as such suspended payments shall equal any sums advanced as aforesaid.

19. The Seller on receiving the payments herein reserved to be paid at the time and in the manner above mentioned agrees to execute and deliver to the Buyer or assigns, a good and sufficient warranty deed conveying the title to the above described premises free and clear of all encumbrances except as herein mentioned and except as may have accrued by or through the acts or neglect of the Buyer, and to furnish at his expense, a policy of title insurance in the amount of the purchase price or at the option of the Seller, an abstract brought to date at time of sale or at any time during the term of this agreement, or at time of delivery of deed, at the option of Buyer.

20. It is hereby expressly understood and agreed by the parties hereto that the Buyer accepts the said property in its present condition and that there are no representations, covenants, or agreements between the parties hereto with reference to said property except as herein specifically set forth or attached hereto Title Condition accepted by buyer as found on date hereof.

21. The Buyer and Seller each agree that should they default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this agreement, or in obtaining possession of the premises covered hereby, or in pursuing any remedy provided hereunder or by the statutes of the State of Utah whether such remedy is pursued by filing a suit or otherwise.

22. It is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names, the day and year first above written.

Signed in the presence of

Alice May Hughes Brunn
ALICE MAY HUGHES BRUNN

Alice May Hughes Brunn
ALICE MAY HUGHES BRUNN, Trustee of the
ALICE MAY HUGHES BRUNN TRUST.

Seller

Robert W. Mitchell

J. Kris Hanson
J. KRIS HANSON

Buyer

Approved Form: Utah State Securities Commission and Utah State Real Estate Association.

Uniform Real Estate Contract

EXHIBIT NO 1D-1
CASE NO 030700067
DATE REC'D 3-22-05
IN EVIDENCE
CLERK GP

WARRANTY DEED

ALICE MAY HUGHES BRONN, as Principal Trustee of the ALICE MAY HUGHES BRONN TRUST, by Conveyance and Declaration recorded May 7, 1979, grantor of Arlington, County of Arlington, State of VA., hereby CONVEY and WARRANT to BRENT L. CHECKETTS, EDWARD GREEN and EVANS G. RAY,

142 East 650 South grantee
of Farmington, 84025 County of Davis, State of Utah, for the sum of TEN DOLLARS and other good and valuable considerations, the following described tract of land in Davis County, State of Utah:

All of Lot 6, HUGHES HILLSIDE SUBDIVISION, PLAT A, a subdivision of part of Section 30, Township 3 North, Range 1 East, Salt Lake Meridian, in the City of Farmington, according to the official plat thereof.

SUBJECT TO easements, restrictions and reservations of record.

WITNESS, the hand of said grantor, this 31st day of March, A. D. 1989.

Signed in the Presence of
Brenda Meadows Notary Public.
Manly Welford
Alice May Hughes Bronn
ALICE MAY HUGHES BRONN, Principal Trustee
of the ALICE MAY HUGHES BRONN TRUST

STATE OF VIRGINIA,
County of Arlington } ss.

On the 31st day of March, A. D. 1989, personally appeared before me ALICE MAY HUGHES BRONN, as Principal Trustee of the ALICE MAY HUGHES BRONN TRUST, By Conveyance and Declaration recorded May 7, 1979, the signer of the within instrument, who duly acknowledged to me that she executed the same, as such Trustee.

this 31st day of March 1989.

Brenda Meadows
Notary Public,
for the state of VA, County of Arl.
Residing in Falls Church VA 22012

My commission expires 9/17/90

PLAINTIFF'S EXHIBIT
 EXHIBIT NO 7B-8
 CASE NO 030700067
 DATE REC'D 3-22-05
 IN EVIDENCE
 CLERK GP

Recorded at Request of _____
 at _____ M. Fee Paid \$ _____
 by _____ Dep. Book _____ Page _____ Ref.: _____

WARRANTY DEED

ALICE MAY HUGHES BRONN, as Principal Trustee of the ALICE MAY HUGHES
 BRONN TRUST, by Conveyance and Declaration recorded May 7, 1979, grantor
 of Arlington, County of Arlington, State of VA., hereby
 CONVEY and WARRANT to BRENT L. CHECKETTS, EDWARD GREEN and EVANS G. RAY,

142 East 650 South grantee
 of Farmington, UT 84025 County of Davis, State of Utah, for the sum of
 TEN DOLLARS and other good and valuable considerations, the following described tract
 of land in Davis County, State of Utah:

All of Lot 7, HUGHES HILLSIDE SUBDIVISION, PLAT A, a subdivision of part of
 Section 30, Township 3 North, Range 1 East, Salt Lake Meridian, in the City
 of Farmington, according to the official plat thereof.

SUBJECT TO easements, restrictions and reservations of record.

07-136-0007

WITNESS, the hand of said grantor, this 8th day of
 June, A. D. 19 91.

Signed in the Presence of

Alice May Hughes Bronn
 ALICE MAY HUGHES BRONN, Principal Trustee
 of the ALICE MAY HUGHES BRONN TRUST

STATE OF VIRGINIA, } ss.
 County of Arlington

On the 8th day of June, A. D. 19 91,
 personally appeared before me ALICE MAY HUGHES BRONN, Principal Trustee as aforesaid,

the signer of the within instrument, who duly acknowledged to me that she executed the
 same, as such Trustee.

RECORDED AT REQUEST OF SECURITY TITLE COMPANY ORDER NO. _____
 JUN 11 1991
 2:51 PM by _____
 94-225
 19/18 Page 229

Handwritten signature/initials

Recorded at Request of _____
at _____ M. Fee Paid \$ _____
by _____ Dep. Book _____ Page _____ Ref.: _____

PLAINTIFF'S EXHIBIT
EXHIBIT NO 7B-9
CASE NO 030700067
DATE REC D 3-22-05
IN EVIDENCE
CLERK GP

WARRANTY DEED

ALICE MAY HUGHES BRONN, as Principal Trustee of the ALICE MAY HUGHES
BRONN TRUST, by Conveyance and Declaration recorded May 7, 1979, grantor
of Arlington, County of Arlington, State of VA., hereby
CONVEY and WARRANT to BRENT L. CHECKETTS, EDWARD GREEN and EVANS G. RAY,

142 East 650 South grantees
of Farmington, UT 84025 County of Davis, State of Utah, for the sum of
TEN DOLLARS and other good and valuable considerations, the following described tract
of land in Davis County, State of Utah:

All of Lot 8, HUGHES HILLSIDE SUBDIVISION, PLAT A, a subdivision of part of
Section 30, Township 3 North, Range 1 East, Salt Lake Meridian, in the City
of Farmington, according to the official plat thereof.

SUBJECT TO easements, restrictions and reservations of record.

WITNESS, the hand of said grantor, this 5th day of
1st July, A. D. 1991.

Signed in the Presence of

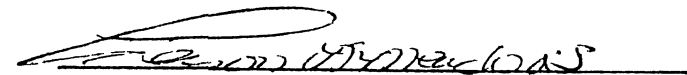

ALICE MAY HUGHES BRONN, Principal Trustee
of the ALICE MAY HUGHES BRONN TRUST

STATE OF VIRGINIA,

County of Arlington

ss.

On the 6 day of July, A. D. 1991,
personally appeared before me ALICE MAY HUGHES BRONN, Principal Trustee as aforesaid,
the signer of the within instrument, who duly acknowledged to me that she executed the
same, as such Trustee.


Notary Public.

Recorded at Request of _____

at _____ M. Fee Paid \$ _____

by _____ Dep. Book _____ Page _____ Ref.: _____

PLAINTIFF'S EXHIBIT	
EXHIBIT NO	7B-10
CASE NO	030700067
DATE REC'D IN EVIDENCE	3-22-05
CLERK	GP

WARRANTY DEED

ALICE MAY HUGHES BRONN, as Principal Trustee of the ALICE MAY HUGHES
BRONN TRUST, by Conveyance and Declaration recorded May 7, 1979, grantor
of Arlington, County of Arlington, State of VA., hereby
CONVEY and WARRANT to BRENT L. CHECKETTS, EDWARD GREEN and EVANS G. RAY,

142 East 650 South grantees
of Farmington, UT 84025 County of Davis, State of Utah, for the sum of
TEN DOLLARS and other good and valuable considerations, the following described tract
of land in Davis County, State of Utah:

All of Lot 9, HUGHES HILLSIDE SUBDIVISION, PLAT A, a subdivision of part of
Section 30, Township 3 North, Range 1 East, Salt Lake Meridian, in the City
of Farmington, according to the official plat thereof.

SUBJECT TO easements, restrictions and reservations of record.

07-136-0009

WITNESS, the hand of said grantor, this
June, A. D. 1991.

8th day of

Signed in the Presence of

Alice May Hughes Bronn
ALICE MAY HUGHES BRONN, Principal Trustee
of the ALICE MAY HUGHES BRONN TRUST

STATE OF VIRGINIA,

County of Arlington

ss.

On the 8 day of June, A. D. 1991,
personally appeared before me ALICE MAY HUGHES BRONN, Principal Trustee as aforesaid,

the signer of the within instrument, who duly acknowledged to me that she executed the
same, as such Trustee.

[Signature]
Notary Public.

Recorded at Request of _____

at _____ M. Fee Paid \$ _____

by _____ Dep. Book _____ Page _____ Ref.: _____

PLAINTIFF'S EXHIBIT

EXHIBIT NO 7B-12

CASE NO 030700067

DATE REC'D IN EVIDENCE 3 22 05

CLERK GP

WARRANTY DEED

ALICE MAY HUGHES BRONN, as Principal Trustee of the ALICE MAY HUGHES
BRONN TRUST, by Conveyance and Declaration recorded May 7, 1979, grantor
of Arlington, County of Arlington, State of VA., hereby
CONVEY and WARRANT to BRENT L. CHECKETTS, EDWARD GREEN and EVANS G. RAY,

142 East 650 South grantee s
of Farmington, UT 84025 County of Davis, State of Utah, for the sum of
TEN DOLLARS and other good and valuable considerations, the following described tract
of land in Davis County, State of Utah:

All of Lot 11, HUGHES HILLSIDE SUBDIVISION, PLAT B, a subdivision of part of
Section 30, Township 3 North, Range 1 East, Salt Lake Meridian, in the City
of Farmington, according to the official plat thereof.

SUBJECT TO easements, restrictions and reservations of record.

07-140-0011

WITNESS, the hand of said grantor, this
June, A. D. 1991.

Signed in the Presence of

Alice May Hughes Bronn
ALICE MAY HUGHES BRONN, Principal Trustee
of the ALICE MAY HUGHES BRONN TRUST

STATE OF VIRGINIA,

County of Arlington

ss.

On the 8 day of June, A. D. 1991,
personally appeared before me ALICE MAY HUGHES BRONN, Principal Trustee as aforesaid,
the signer of the within instrument, who duly acknowledged to me that she executed the
same, as such Trustee.

[Signature]
Notary Public.

Recorded at Request of _____

at _____ M. Fee Paid \$ _____

by _____ Dep. Book _____ Page _____ Ref.: _____

PLAINTIFF'S EXHIBIT	
EXHIBIT NO	7B-13
CASE NO	030700067
DATE REC'D IN EVIDENCE	3-22-05
CLERK	GP

WARRANTY DEED

ALICE MAY HUGHES BRONN, as Principal Trustee of the ALICE MAY HUGHES
BRONN TRUST, by Conveyance and Declaration recorded May 7, 1979, grantor
of Arlington, County of Arlington, State of VA., hereby
CONVEY and WARRANT to BRENT L. CHECKETTS, EDWARD GREEN and EVANS G. RAY,

142 East 650 South grantees
of Farmington, UT 84025 County of Davis, State of Utah, for the sum of
TEN DOLLARS and other good and valuable considerations, the following described tract
of land in Davis County, State of Utah:

All of Lot 10, HUGHES HILLSIDE SUBDIVISION, PLAT A, a subdivision of part of
Section 30, Township 3 North, Range 1 East, Salt Lake Meridian, in the City
of Farmington, according to the official plat thereof.

SUBJECT TO easements, restrictions and reservations of record.

07-136-0010

ALSO:

All of Lots 12, 13 and 14, HUGHES HILLSIDE SUBDIVISION, PLAT B, a subdivision
of part of Section 30, Township 3 North, Range 1 East, Salt Lake Meridian, in
the City of Farmington, according to the official plat thereof.

SUBJECT TO easements, restrictions and reservations of record.

07-140-0012

07-140-0013

07-140-0014

WITNESS, the hand of said grantor, this 6th day of
August, A. D. 1991.

Signed in the Presence of

Alice May Hughes Bronn
ALICE MAY HUGHES BRONN, Principal Trustee
of the ALICE MAY HUGHES BRONN TRUST

STATE OF VIRGINIA,

County of Arlington

ss.

On the 6 day of August, A. D. 1991,
personally appeared before me ALICE MAY HUGHES BRONN, Principal Trustee as aforesaid,
the signer of the within instrument, who duly acknowledged to me that she executed the
same, as such Trustee.

Paula B. Bland
Notary Public

recorded at Request of _____
at _____ M. Fee Paid \$ _____
by _____ Dep. Book _____ Page _____ Rel.: _____

EXHIBIT NO 7B-14
CASE NO 030700067
DATE REC D 3-22-05
IN EVIDENCE
CLERK GP

WARRANTY DEED

ALICE MAY HUGHES BRONN, as Principal Trustee of the ALICE MAY HUGHES
BRONN TRUST, by Conveyance and Declaration recorded May 7, 1979, grantor
of Arlington, County of Arlington, State of VA., hereby
CONVEY and WARRANT to BRENT L. CHECKETTS, EDWARD GREEN and EVANS G. RAY,

142 East 650 South grantees
of Farmington, UT 84025 County of Davis, State of Utah, for the sum of
TEN DOLLARS and other good and valuable considerations, the following described tract
of land in Davis County, State of Utah:

All of Lot 10, HUGHES HILLSIDE SUBDIVISION, PLAT A, a subdivision of part of
Section 30, Township 3 North, Range 1 East, Salt Lake Meridian, in the City
of Farmington, according to the official plat thereof.

SUBJECT TO easements, restrictions and reservations of record.

07-136-0010

ALSO:

All of Lots 12, 13 and 14, HUGHES HILLSIDE SUBDIVISION, PLAT B, a subdivision
of part of Section 30, Township 3 North, Range 1 East, Salt Lake Meridian, in
the City of Farmington, according to the official plat thereof.

SUBJECT TO easements, restrictions and reservations of record.

07-140-0012

07-140-0013

07-140-0014

WITNESS, the hand of said grantor, this 6th day of
August, A. D. 1991.

Signed in the Presence of

Alice May Hughes Bronn
ALICE MAY HUGHES BRONN, Principal Trustee
of the ALICE MAY HUGHES BRONN TRUST

STATE OF VIRGINIA,

County of Arlington

ss.

On the 6 day of August, A. D. 1991,
personally appeared before me ALICE MAY HUGHES BRONN, Principal Trustee as aforesaid,

the signer of the within instrument, who duly acknowledged to me that she executed the
same, as such Trustee.

[Signature]
Notary Public.

EXHIBIT NO	7B-15
CASE NO	030700067
DATE REC'D IN EVIDENCE	3-22-05
CLERK	GP

Jet No. 78827
 Recorded at Request of _____
 at _____ M. Fee Paid \$ _____
 by _____ Dep. Book _____ Page _____ Ref.: _____

WARRANTY DEED

ALICE MAY HUGHES BRONN, as Principal Trustee of the ALICE MAY HUGHES
 BRONN TRUST, by Conveyance and Declaration recorded May 7, 1979, grantor
 of Arlington, County of Arlington, State of VA., hereby
 CONVEY and WARRANT to BRENT L. CHECKETTS, EDWARD GREEN and EVANS G. RAY,

142 East 650 South grantees
 of Farmington, UT 84025 County of Davis, State of Utah, for the sum of
 TEN DOLLARS and other good and valuable considerations, the following described tract
 of land in Davis County, State of Utah:

All of Lot 10, HUGHES HILLSIDE SUBDIVISION, PLAT A, a subdivision of part of
 Section 30, Township 3 North, Range 1 East, Salt Lake Meridian, in the City
 of Farmington, according to the official plat thereof.

SUBJECT TO easements, restrictions and reservations of record.

07-136-0010

ALSO:

All of Lots 12, 13 and 14, HUGHES HILLSIDE SUBDIVISION, PLAT B, a subdivision
 of part of Section 30, Township 3 North, Range 1 East, Salt Lake Meridian, in
 the City of Farmington, according to the official plat thereof.

SUBJECT TO easements, restrictions and reservations of record.

07-140-0012

07-140-0013

07-140-0014

WITNESS, the hand of said grantor, this 6th day of
 August, A. D. 1991.

Signed in the Presence of

Alice May Hughes Bronn
 ALICE MAY HUGHES BRONN, Principal Trustee
 of the ALICE MAY HUGHES BRONN TRUST

STATE OF VIRGINIA,

County of Arlington

as.

11941815 BK 1438 PG 677
 CAROL DEAN PAGE, DAVIS CNTY RECORDER
 1991 SEP 19 2:13 PM FEE 7:50 DEP REC
 REC'D FOR SECURITY TITLE COMPANY

On the 6th day of August, A. D. 1991,
 personally appeared before me ALICE MAY HUGHES BRONN, Principal Trustee as aforesaid,
 the signer of the within instrument, who duly acknowledged to me that she executed the
 same, as such Trustee.

Notary Public:

My commission expires 3/31/94 Notary in Arlington VA

EXHIBIT NO 112-14
CASE NO 030700067
DATE REC'D IN EVIDENCE 3-22-05
CLERK GP

WARRANTY DEED

ALICE MAY HUGHES BRONN, as Principal Trustee of the ALICE MAY HUGHES BRONN TRUST,
By Conveyance and Declaration recorded May 7, 1979, grantor
of Arlington, , County of Arlington , State of VA., hereby
CONVEY and WARRANT to BRENT L. CHECKETTS, EDWARD GREEN and EVANS G. RAY,

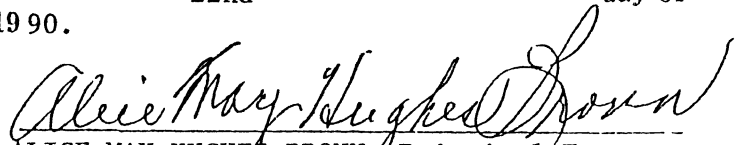
568 South 350 East grantees
of Farmington, UT 84025 County of Davis , State of Utah, for the sum of
TEN DOLLARS and other good and valuable considerations, the following described tract
of land in Davis County, State of Utah:

All of Lot 15, HUGHES HILLSIDE SUBDIVISION, PLAT B, a subdivision of part of
Section 30, Township 3 North, Range 1 East, Salt Lake Meridian, in the City
of Farmington, according to the official plat thereof.

SUBJECT TO easements, restrictions and reservations of record.

WITNESS, the hand of said grantor , this 22nd day of
May , A. D. 1990.

Signed in the Presence of


ALICE MAY HUGHES BRONN, Principal Trustee
of the ALICE MAY HUGHES BRONN TRUST

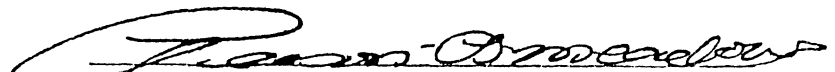
STATE OF VIRGINIA,

County of Arlington

ss.

On the 22 day of MAY May , A. D. 1990,
personally appeared before me ALICE MAY HUGHES BRONN, Trustee as aforesaid,

the signer of the within instrument, who duly acknowledged to me that she executed the
same, as such Trustee.


Notary Public.

My commission expires 9/17/90 Residing in Arlington VA

CASE NO	030700067
DATE REC D	3-22-05
IN EVIDENCE	
CLERK	GP

Dep. Book _____ Page _____ Ref.: _____

WARRANTY DEED

ALICE MAY HUGHES BRONN, as Principal Trustee of the ALICE MAY HUGHES BRONN TRUST, By Conveyance and Declaration recorded May 7, 1979, of Arlington County of Arlington, State of VA., hereby CONVEY and WARRANT to BRENT L. CHECKETTS, EDWARD GREEN and EVANS G. RAY,

142 East 650 South of Farmington, UT 84025 County of Davis, State of Utah, for the sum of TEN DOLLARS and other good and valuable considerations, the following described tract of land in Davis County, State of Utah:

All of Lot 16, HUGHES HILLSIDE SUBDIVISION, PLAT B, a subdivision of part of Section 30, Township 3 North, Range 1 East, Salt Lake Meridian, in the City of Farmington, according to the official plat thereof.

SUBJECT TO easements, restrictions and reservations of record.

WITNESS, the hand of said grantor, this 22nd day of December, A. D. 1990.

Signed in the Presence of

[Signature]

[Signature: Alice May Hughes Bronn]
ALICE MAY HUGHES BRONN, Principal Trustee of the ALICE MAY HUGHES BRONN TRUST

STATE OF VIRGINIA,

County of Arlington

ss.

On the 22nd day of December, A. D. 1990, personally appeared me ALICE MAY HUGHES BRONN, Principal Trustee of the ALICE MAY HUGHES BRONN TRUST, By Conveyance and Declaration recorded May 7, 1979, the signer of the within instrument, who duly acknowledged to me that she executed the same, as such Trustee.

[Signature: Rosamund A. May]
Notary Public.

My commission expires 5/25/92

Reading in *[Signature]* 75

DEC 26 1990

M. Recd Paid 5

Dep. Book

Page

Ref.:

WARRANTY DEED

PLAINTIFF'S EXHIBIT
EXHIBIT NO. 7B-18
CASE NO. 030700067
DATE REC'D
IN EVIDENCE 3-22-05
CLERK GP

BRENT L. CHECKETTS, EDWARD GREEN and EVANS G. RAY, grantors
of _____, County of _____ Davis _____, State of Utah, hereby
CONVEY and WARRANT to KENNETH R. NIELSEN and JULIE R. NIELSEN, husband and
wife, as joint tenants,

4939 South 425 West _____ grantees
of Ogden, Utah 84405 _____ County of _____ Weber _____, State of Utah, for the sum of
TEN DOLLARS and other good and valuable considerations, the following described tract
of land in _____ Davis _____ County, State of Utah:

All of Lot 17, HUGHES HILLSIDE SUBDIVISION, PLAT B, a subdivision of part of
Section 30, Township 3 North, Range 1 East, Salt Lake Meridian, in the City
of Farmington, according to the official plat thereof.

SUBJECT TO easements, restrictions and reservations of record.

WITNESS, the hands of said grantors, this _____ 4th _____ day of
December _____, A. D. 1990.

Signed in the Presence of

Brent L. Checketts
BRENT L. CHECKETTS

Edward Green
EDWARD GREEN

Evans G. Ray
EVANS G. RAY

STATE OF UTAH,

County of Davis

ss.

On the _____ 4th _____ day of _____ December _____, A. D. 1990,
personally appeared before me BRENT L. CHECKETTS, EDWARD GREEN and EVANS G. RAY,

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



[Signature]
Notary Public

My commission expires October 31, 1992. Notary Public, Kaysville, Utah. Paid \$ _____

Recorded at Request of _____

at _____ M. Fee Paid \$ _____

by _____ Dep. Book _____ Page _____ Ref.: _____

PLAINTIFF'S EXHIBIT	
EXHIBIT NO	7B-19
CASE NO	030700067
DATE REC'D IN EVIDENCE	3-22-05
CLERK	GP

WARRANTY DEED

ALICE MAY HUGHES BRONN, as Principal Trustee of the ALICE MAY HUGHES
BRONN TRUST, by Conveyance and Declaration recorded May 7, 1979, grantor
of Arlington, County of Arlington, State of VA., hereby
CONVEY and WARRANT to BRENT L. CHECKETTS, EDWARD GREEN and EVANS G. RAY,

142 East 650 South grantees
of Farmington, UT 84025 County of Davis, State of Utah, for the sum of
TEN DOLLARS and other good and valuable considerations, the following described tract
of land in Davis County, State of Utah:

All of Lot 18, HUGHES HILLSIDE SUBDIVISION, PLAT B, a subdivision of part of
Section 30, Township 3 North, Range 1 East, Salt Lake Meridian, in the City
of Farmington, according to the official plat thereof.

SUBJECT TO easements, restrictions and reservations of record.

07-140-0018

WITNESS, the hand of said grantor, this 8th day of
June, A. D. 1991.

Signed in the Presence of

Alice May Hughes Bronn
ALICE MAY HUGHES BRONN, Principal Trustee
of the ALICE MAY HUGHES BRONN TRUST

STATE OF VIRGINIA,

County of Arlington

} ss.

On the 8th day of June, A. D. 1991,
personally appeared before me ALICE MAY HUGHES BRONN, Principal Trustee as aforesaid,
the signer of the within instrument, who duly acknowledged to me that she executed the
same, as such Trustee.

[Signature]

No. 457337 Page 2/103

Recorded at Request of _____
at _____ M. Fee Paid \$ _____
by _____ Dep. Book _____ Page _____ Ref.: _____

PLAINTIFF'S EXHIBIT
EXHIBIT NO 7B-20
CASE NO 030700067
DATE REC'D 3-22-05
IN EVIDENCE
CLERK GP

WARRANTY DEED

ALICE MAY HUGHES BRONN, as Principal Trustee of the ALICE MAY HUGHES BRONN TRUST,
by Conveyance and Declaration recorded May 7, 1979, grantor
of _____, County of _____, State of VA., hereby
CONVEY and WARRANT to BRENT L. CHECKETTS, EDWARD GREEN and EVANS G. RAY,

142 East 650 South grantees
of Farmington, UT 84025 County of _____ Davis, State of Utah, for the sum of
TEN DOLLARS and other good and valuable considerations, the following described tract
of land in _____ Davis County, State of Utah:

All of Lot 19, HUGHES HILLSIDE SUBDIVISION, PLAT B, a subdivision of part of
Section 30, Township 3 North, Range 1 East, Salt Lake Meridian, in the City
of Farmington, according to the official plat thereof.

SUBJECT TO easements, restrictions and reservations of record.

WITNESS, the hand of said grantor, this _____ 24th day of
April, A. D. 1991.

Signed in the Presence of


ALICE MAY HUGHES BRONN, Principal Trustee
of the ALICE MAY HUGHES BRONN TRUST

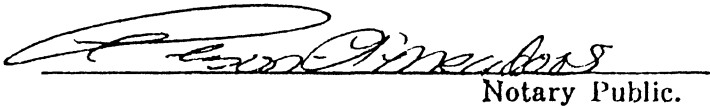
STATE OF VIRGINIA,

County of _____

ss.

On the 24th day of April, A. D. 1991,
personally appeared before me ALICE MAY HUGHES BRONN, Principal Trustee as aforesaid,

the signer of the within instrument, who duly acknowledged to me that she executed the
same, as such Trustee.


Notary Public.

Recorded at _____
at 10:33 by 925160
Page 822
Fee Paid \$ _____
P.L. & M. Co. Inc.

Tax and Credits

Standard Deduction for Most People

Single: \$4,400
Head of household: \$4,450

Married filing jointly or Qualifying widow(er): \$7,350

Married filing separately: \$3,875

34 Amount from line 33 (adjusted gross income) 34

35a Check if: ☒ You were 65 or older, ☐ Blind, ☒ Spouse was 65 or older, ☐ Blind. Add the number of boxes checked above and enter the total here 35a 2

b If you are married filing separately and your spouse itemizes deductions, or you were a dual-status alien, see page 31 and check here 35b ☐

36 Enter your itemized deductions from Schedule A, line 28, or standard deduction shown on the left. But see page 31 to find your standard deduction if you checked any box on line 35a or 35b or if someone can claim you as a dependent 36 9,050.

37 Subtract line 36 from line 34 37 117,627.

38 If line 34 is \$96,700 or less, multiply \$2,800 by the total number of exemptions claimed on line 6d. If line 34 is over \$96,700, see the worksheet on page 32 for the amount to enter 38 5,600.

39 Taxable income. Subtract line 38 from line 37. If line 38 is more than line 37, enter -0- 39 112,027.

40 Tax (see page 32). Check if any tax from a ☐ Form(s) 8814 b ☐ Form 4972 40 25,457.

41 Alternative minimum tax. Attach Form 6251 41

42 Add lines 40 and 41 42 25,457.

43 Foreign tax credit. Attach Form 1116 if required 43

44 Credit for child and dependent care expenses. Attach Form 2441 44

45 Credit for the elderly or the disabled. Attach Schedule R 45

46 Education credits. Attach Form 8863 46

47 Child tax credit (see page 36) 47

48 Adoption credit. Attach Form 8839 48

49 Other. Check if from a ☐ Form 3800 b ☐ Form 8396 c ☐ Form 8801 d ☐ Form (specify) 49

50 Add lines 43 through 49. These are your total credits 50

51 Subtract line 50 from line 42. If line 50 is more than line 42, enter -0- 51 25,457.

Other Taxes

52 Self-employment tax. Attach Schedule SE 52

53 Social security and Medicare tax on tip income not reported to employer. Attach Form 4137 53

54 Tax on IRAs, other retirement plans, and MSAs. Attach Form 5329 if required 54

55 Advance earned income credit payments from Form(s) W-2 55

56 Household employment taxes. Attach Schedule H 56

57 Add lines 51 through 56. This is your total tax 57 25,457.

Payments

58 Federal income tax withheld from Forms W-2 and 1099 58 16,943.

59 2000 estimated tax payments and amount applied from 1999 return 59 17,500.

60a Earned income credit (EIC) 60a

b Nontaxable earned income: amount and type 60b

61 Excess social security and RRTA tax withheld (see page 50) 61

62 Additional child tax credit. Attach Form 8812 62

63 Amount paid with request for extension to file 63

64 Other payments. Check if from a ☐ Form 2439 b ☐ Form 4136 64

65 Add lines 58, 59, 60a, and 61 through 64. These are your total payments 65 34,443.

Refund

Have it directly deposited. See page 50 and fill in 67b, 67c, and 67d.

66 If line 65 is more than line 57, subtract line 57 from line 65. This is the amount you overpaid 66 8,986.

67a Amount of line 66 you want refunded to you 67a 466.

b Routing number c Type: ☐ Checking ☐ Savings

d Account number 67d

68 Amount of line 66 you want applied to your 2001 estimated tax 68 8,520.

Amount You Owe

69 If line 57 is more than line 65, subtract line 65 from line 57. This is the amount you owe. 69

70 Estimated tax penalty. Also include on line 69 70

Sign Here

Keep a copy for your records.

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature Date Your occupation Daytime phone number RETIRED

Spouse's signature. If a joint return, both must sign. Date Spouse's occupation May the IRS discuss this return with the preparer shown below (see page 52)? ☒ Yes ☐ No

Preparer's signature Date 03/08/01 Check if self-employed ☐ Preparer's SSN or PTIN P00038516

Paid Preparer's Use Only

Firm's name (or yours if self-employed), address, and ZIP code FIRST UNION NATIONAL BANK N.A.
123 SOUTH BROAD STREET
PHILADELPHIA, PA 19109-1199

Phone no. (215) 670-6444

Schedule B - Interest and Ordinary Dividends

Attachment
Sequence No. 08**Part I**
Interest**Note:** If you had over \$400 in taxable interest, you must also complete Part III.

	Amount
1 List name of payer. If any interest is from a seller-financed mortgage and the buyer used the property as a personal residence, see page B-1 and list this interest first. Also, show that buyer's social security number and address ► SEE STATEMENT 5	32,223.
2 Add the amounts on line 1	32,223.
3 Excludable interest on series EE and I U.S. savings bonds issued after 1989 from Form 8815, line 14. You MUST attach Form 8815.	
4 Subtract line 3 from line 2. Enter the result here and on Form 1040, line 8a	32,223.

Note: If you received a Form 1099-INT, Form 1099-OID, or substitute statement from a brokerage firm, list the firm's name as the payer and enter the total interest shown on that form.

Part II
Ordinary Dividends**Note:** If you had over \$400 in ordinary dividends, you must also complete Part III.

	Amount
5 List name of payer. Include only ordinary dividends. If you received any capital gain distributions, see the instructions for Form 1040, line 13. ► MERCK & CO	18,620.
AXA FINANCIAL INC	47.
FROM K-1 -	305.
FROM K-1 -	1,019.
6 Add the amounts on line 5. Enter the total here and on Form 1040, line 9	19,991.

Note: If you received a Form 1099-DIV or substitute statement from a brokerage firm, list the firm's name as the payer and enter the ordinary dividends shown on that form.

Part III
Foreign Accounts and Trusts

You must complete this part if you (a) had over \$400 of interest or ordinary dividends; (b) had a foreign account; or (c) received a distribution from, or were a grantor of, or a transferor to, a foreign trust.

	Yes	No
7a At any time during 2000, did you have an interest in or a signature or other authority over a financial account in a foreign country, such as a bank account, securities account, or other financial account?		X
b If "Yes," enter the name of the foreign country ►		
8 During 2000, did you receive a distribution from, or were you the grantor of, or transferor to, a foreign trust? If "Yes," you may have to file Form 3520. See page B-2		X

LHA For Paperwork Reduction Act Notice, see Form 1040 instructions.

Schedule B (Form 1040) 2000

Form 1040

Department of the Treasury
Internal Revenue Service (98)

Attach to Form 1040.

See Instructions for Schedule D (Form 1040).

Attachment
Sequence No. 12

Name(s) shown on Form 1040

Your social security number

CARL H & ALICE M BRONN

566 | 38 | 0223

Part I Short-Term Capital Gains and Losses - Assets Held One Year or Less

(a) Description of property (Example: 100 sh. XYZ Co.)	(b) Date acquired (c) Date sold	(d) Sales price	(e) Cost or other basis	(f) Gain or (loss) Subtract (e) from (d)
1				
2				
3				
4				
5				
6				
7				

2 Enter your short-term totals

3 Total short-term sales price amounts.
Add column (d) of lines 1 and 2

4 Short-term gain from Form 6252 and short-term gain or (loss)
from Forms 4684, 6781, and 8824

5 Net short-term gain or (loss) from partnerships, S corporations, estates, and trusts
from Schedule(s) K-1

6 Short-term capital loss carryover. Enter the amount, if any, from line 8 of your
1999 Capital Loss Carryover Worksheet

7 Net short-term capital gain or (loss). Combine column (f) of lines 1 through 6

Part II Long-Term Capital Gains and Losses - Assets Held More Than One Year

(a) Description of property (Example: 100 sh. XYZ Co.)	(b) Date acquired (c) Date sold	(d) Sales price	(e) Cost or other basis	(f) Gain or (loss) Subtract (e) from (d)	(g) 28% rate gain or (loss) * (see instr. below)
8 CHASE MANHATTAN - NT 63-S	12/02/74 10/01/00	61.	55.	6.	
CHASE MANHATTAN NT 107-S	06/21/78 11/15/00	20.	16.	4.	
CHASE MANHATTAN NT 107 S	06/21/78 11/15/00	211.	166.	45.	
9					
10		292.			
11					
12				3,511.	
13					
14					
15					
16				3,566.	

9 Enter your long-term totals

10 Total long-term sales price amounts.
Add column (d) of lines 8 and 9

11 Gain from Form 4797, Part I; long-term gain from Forms 2439 and 6252; and
long-term gain or (loss) from Forms 4684, 6781, and 8824

12 Net long-term gain or (loss) from partnerships, S corporations, estates, and trusts
from Schedule(s) K-1

13 Capital gain distributions

14 Long-term capital loss carryover. Enter in both columns (f) and (g) the amount, if any, from
line 13 of your 1999 Capital Loss Carryover Worksheet

15 Combine column (g) of lines 8 through 14

16 Net long-term capital gain or (loss). Combine column (f) of lines 8 through 14
Next: Go to Part III on page 2.

* 28% rate gain or loss includes all "collectibles gains and losses" and up to 50% of the eligible gain on qualified small business stock.

LHA For Paperwork Reduction Act Notice, see Form 1040 instructions.

Schedule D (Form 1040) 20

BONNEVILLE TITLE COMPANY, INC.
ESCROW ACCOUNT - LAYTON OFFICE
1518 N. WOODLAND PARK, SUITE 600
LAYTON, UT 84041
801-774-5511

BARNES BANKING COMPANY
849 W. HILLFIELD ROAD
LAYTON, UT 84041

20915

97-74
1243

DATE
06/30/00

AMOUNT
300,349.26

THREE HUNDRED THOUSAND THREE HUNDRED FORTY NINE AND 26/100

THIS CHECK VOID AFTER 60 DAYS

ALICE MAY HUGHES BRONN, TRUSTEE
930 NO. MCKINLY RD.
ARLINGTON, VA 22205

2D 73818-2D
PROCEEDS

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK—HOLD AT AN ANGLE TO VIEW

0020915 12430074102 10000 96

0030034926

0094 212200 COM >0000000000< INCLEARINGS
07/05/00

07/05/00 12430000124
FIRST SECURITY OF UTAH
260 N CHARLES LINDBERG SLC

144190000365001129

1 JUL - 5 CO

0030 39355

CREDIT TO THE ACCOUNT OF
WITHIN NAMED PAYEE
1271006510
FIRST SECURITY BANK OF UTAH, N.A.
STAMPED BY THE LINE
STATION USAGE ONLY

COPY

PLAINTIFFS' EXHIBIT 12

PLAINTIFF'S EXHIBIT
EXHIBIT NO. 12
CASE NO. 030700067
DATE REC'D 3-22-05
IN EVIDENCE

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

THIS COMMITMENT IS SUBJECT TO MINIMUM OF A \$120.00 CANCELLATION FEE IF COLLECTED BY LENDER OR REALTOR, OR \$200.00 IF A CANCELLATION AGREEMENT IS SIGNED & SENT WITH A CANCELLATION REQUEST.

1. Effective Date: 04/10/00 at 7:55 A.M.

Commitment No. 73816-2D

2. Policy or Policies to be issued:

(a) ALTA Owner's Policy - (1992)

\$

321,029.00
---TBD-->\$

1412.00

Proposed Insured:

USDS INVESTMENT GROUP, L.C.

(b) ALTA Loan Policy - (1992)

\$

1,800,000.00
TBD \$

Proposed Insured:

TBD

(c) Proposed Insured:

\$

\$

(d) Endorsements:

\$ 0.00

3. Title to the estate or interest in the land described or referred to in this Commitment is ~~FEW~~ SIMPLE and at the effective date hereof vested in:

ALICE MAY HUGHES BRONN as Principal Trustee; and unto CARL H. BRONN as Alternate Trustee; and unto MARIAN B. BOULTON and GEORGE K. FADEL as Successor Trustees; and unto ZIONS FIRST NATIONAL BANK TRUST DEPARTMENT as Substitute to either Successor Trustee of the ALICE MAY HUGHES BRONN TRUST, as to that part within Tax Serial No. 07-057-0022.

DENISE H. JONES and TOD B. JONES, Trustees of the DENISE H. JONES TRUST, U/A 9-22-94, as to that part within Tax Serial No. 07-057-0008.

H M H & T PROPERTIES, A Partnership, as to that part within Tax Serial No. 07-057-0039.

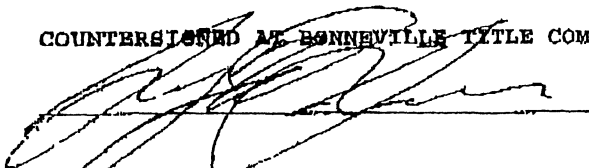
GEORGE HADDAD and SAMIRA HADDAD, his wife, as joint tenants, as to that part within Tax Serial No. 07-057-0036.

4. The land referred to in this Commitment is described as follows:

See Attached Exhibit "A"

PROPERTY ADDRESS: NOT AVAILABLE, ,

COUNTERSIGNED AT BONNEVILLE TITLE COMPANY.



MAY-15-2000 MON 03:44 PM

DATE	START	RECEIVER	TX TIME(L)	PAGES	TYPE	NOTE	M#	DP
MAY-15	03:43 PM	18013505570	1'18"	(1)	2 SEND	OK	660	

TOTAL : 1M 18S PAGES: 2

A. Settlement Statement

U. S. Department of Housing
and Urban Development

OMH No. 2503-0263 (Lhp, 12-81-86)

B. Type of Loan

1. ☐ 1Y1A 2. ☐ 1Y11A 3. ☐ Conv. Unins.
4. ☐ VA 5. ☐ Conv. Ins.

6. File Number

73816-2D

7. Loan Number

8. Mortgage Insurance Case Number

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower

USDS INVESTMENT GROUP, L.C.

E. Name and Address of Seller

ALICE MAY HUGHES BRONN
CARL H. BRONN
MARIAN B. BOULTON
GEORGE K FADEL

F. Name and Address of Lender

BANK OF UTAH
2605 WASHINGTON BLVD.
OGDEN, UT

G. Property Location 07-057-0039

FARMINGTON, UT 84025

H. Settlement Agent

File# 73816-2D

BONNEVILLE TITLE COMPANY TIN# 87-0431430

I. Settlement Date

1518 N. WOODLAND PARK DRIVE SUITE 600
LAYTON, UTAH 84041

05/15/00

Disbursement

J. Summary of Borrower's Transaction

100. Gross Amount Due From Borrower

101. Contract Sales Price	321,029.00
102. Personal Property	
103. Settlement Charges to borrower (line 1400)	9,890.87
104.	
105.	

Adjustments for items paid by seller in advance

106. City/Town Taxes	to
107. County Taxes	to
108. Assessments	to

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller

401. Contract Sales Price	321,029.00
402. Personal Property	
403.	
404.	
405.	

Adjustments for items paid by seller in advance

406. City/Town taxes	to
407. County taxes	to
408. Assessments	to
409.	

May 15, 2000

ALICE MAY HUGHES BRONN
930 NO. MCKINLEY RD.
ARLINGTON, VA 22205

DEAR MRS. BRONN,

Enclosed please find the necessary document needed to complete the sale of the Farmington property to U.S.D.S INVESTMENT GROUP, L.C., please complete the documents as follows:

SETTLEMENT STATEMENT: Please initial the bottom of page 1 and sign the bottom of page 2.

WARRANTY DEED: Please sign as indicated in front of a NOTARY PUBLIC, also please complete the County in which you live and fill in the date you are signing.

ESCROW INSTRUCTIONS: Please initial all pages and sign the top of the final page as indicated.

1099S TAX REPORTING FORM: Please complete the mailing address you would like you 1099 form mailed to and fill in your social security number or if you have a seperate tax number for your trust you may use that instead. Please sign the bottom.

After you have completed these documents please return to Bonneville Title along with A COPY OF THE ALICE MAY HUGHES BRONN TRUST (this is very important for us to verify proper transfer of title) in the enclosed UPS next day envelope provided in this package.

A copy of these document has been faxed to your attorney, BRENT R. ARMSTRONG for his approval.

Thank you for your cooperation. If you would like us to wire transfer your sellers proceeds upon recordation of the closing, please include you wire information.

If you should have any questions, please call Nobalee Rhoades (801-774-5511).

Sincerely



Nobalee Rhoades
Escrow officer



AMENDMENT #2.OF ORIGINAL OPTION AGREEMENT

The Original Option Agreement was made and entered into by and between Alice May Hughes Bronn, residing at 930 North McKinley Road, Arlington, Virginia 22205 ("Optionor"), and US Development, Inc. and later assigned to USDS, Investment Group LC. on November 6, 1997. (herein referred to as "Optionee").

The purpose of this Amendment Agreement dated January 29 1999 is to revise the purchase price of the land to Three Hundred and Twenty One Thousand and Twenty Nine dollars (\$321,029.00). 17,500.00 - DOWN payment.

All other terms and conditions set forth in the aforementioned original Option Agreement, other than those amended herein, shall remain the same.

IN WITNESS WHEREOF, Optionor and Optionee have executed this Agreement on the dates indicated.

OPTIONOR:

Jan 29 1999
Date

Alice May Hughes Bronn
Alice May Hughes Bronn

OPTIONEE:

USDS, Investment Group LC.
A Utah Limited Liability Company

By: James C. Brinkley
Its: Member

Subscribed and sworn to before me, a Notary Public, in the jurisdiction noted above, this 29th day of January, 1999.

David P. Pelt
Notary Public

My Commission Expires:

March 31, 2000

Option extend to July 7, 2000. all other terms as shown on original option and Amendments 1 & 2.
Alice May Hughes Bronn

LAW OFFICES
MAZURAN & HAYES, P.C.

A PROFESSIONAL CORPORATION
2118 EAST 3900 SOUTH SUITE 300
SALT LAKE CITY, UTAH 84124-1725

TELEPHONE (801) 272-8998

FACSIMILE (801) 272-1551

MICHAEL J. MAZURAN
MICHAEL Z. HAYES
LISA G. ROMNEY
TODD J. GODFREY

June 9, 2000

Via Facsimile and First Class Mail

David Petersen :
Farmington City
130 North Main Street
P.O. Box 160
Farmington, UT 84025

Re: *Hughes Estates Subdivision Plat*

Dear David:

I have reviewed the Hughes Estates Subdivision plat that you forwarded to our office. The following issues need to be corrected before I can sign the plat.

The legal description has one small error. The second to last line of the legal description has a call which reads "thence South 57°56'45" West, 145.52 feet." The title report reads "thence South 57°56'48" West, 145.52 feet." I do not know which is correct, but the title report and the plat need to be in agreement.

The title report shows ownership in the following parties:


- Trustee of the Alice May Hughes Brown Trust
- Trustee of Denise H. Jones Trust
- KM&T Properties Partnership
- George Haddad and Sāmira Hāddad

However, the plat is signed by USDS Investment Group, L.C., and the Haddads only. Perhaps a new title report will clear up this issue.

While I did receive the plat and the title report, no bond or improvements agreement information was submitted.

Should you have any questions regarding the foregoing, please contact me.

Sincerely,


Todd J. Godfrey

TJG:hg

ESCROW INSTRUCTIONS

TO: BONNEVILLE TITLE COMPANY

ORDER NO.: 73816-2D

DATE: 05/01/00

SELLER: ALICE MAY HUGHES BRONN TRUST

BUYER: USDS INVESTMENT GROUP, L.C.

These Escrow Instructions are submitted this day, to you as ESCROW AGENT, by the undersigned Seller and Buyer, affecting the property located in , FARMINGTON, UT 84025 Davis County, State of Utah, and more particularly described in that certain Preliminary Title Report under Order Number listed above.

W I T N E S S E S:

1. **Escrow Agent.** The undersigned parties hereby employ you to act as ESCROW AGENT to complete the closing of this sale in accordance with the following instructions. The parties hereto agree to deliver to you all properly executed instruments, documents and funds necessary to comply with the terms hereof; and which you may use when you have satisfied the terms and provisions of this agreement, or are in a position to do so.

2. **Title Insurance Policies.** You are hereby instructed to issue an Owner's Policy of Title Insurance covering the real property described above showing title vested in USDS INVESTMENT GROUP, L.C.

Said policy shall be issued in the amount of \$321,029.00 as reflected in the Settlement Statements. The Title Policy shall be issued only after the following events occur:

RECORDATION OF WARRANTY DEED (BRONN TO USDS) ✓
RECORDATION OF QUIT CLAIM DEED (HADDAD TO USDS)
RECORDATION OF QUIT CLAIM DEED (JONES TO USDS)
RECORDATION OF WARRANTY DEED (USDS TO JONES)
RECORDATION OF PLAT AND PROTECTIVE COVENANTS
EXECUTION OF DOCUMENTS
RECEIPT OF CERTIFIED FUNDS
RECEIPT OF INSTRUCTION
DISBURSEMENT OF FUNDS

Title to the property shall be insured free and clear of all liens and encumbrances, except for exception numbers 1 THRU 22 as listed in Schedule B - Section 2 of the Preliminary Title Report listed above, with an effective date of 04-10-00.

3. **Prorations and Adjustments.** The following prorations and adjustments shall be made as of 05/01/00.

Initials

Seller

Buyer

421

SELLER(S):

Social Security No. 572 22 2172

Social Security No. _____

Alice May Hughes Bronn

ALICE MAY HUGHES BRONN, AS PRINCIPAL TRUSTEE
OF THE ALICE MAY HUGHES BRONN TRUST

BUYER(S):

USDS INVESTMENT GROUP, L.C.

Social Security No. _____

BY: _____

Social Security No. _____

BY: _____

528-17-2282

God Bless, Trustee

Nov 1912

B
06/30/00 SELLER EQUITY

300,349.26

NET AMOUNT:

300,349.

FARMINGTON, UT 84025

Seller: ALICE MAY HUGHES BRONN

Buyer : USDS INVESTMENT GROUP, L.C.

NOB

73816-2D

73816-2D

First Security
Receipt

FirstLine Customer Service
(800)574-6600

LAYTON HILLS
Branch# 00233
07/05/2000 1:29

23361628 0947
Trans# 68

Checkins Deposit 1271006510

Deposit Amount \$300,349.26

Balance after Deposit

Available Balance

Thank you for choosing First Security



**ARMSTRONG
LAW OFFICES, P.C.**

Suite 150 Bank One Tower
50 West 300 South
Salt Lake City, Utah 84101-2006
(801) 359-5511
FAX: (801) 359-5570

BRENT R. ARMSTRONG
DAVID W. JOHNSON
STEVEN R. PAUL
R. STEPHEN MOFFAT
MATTHEW V. HESS

May 12, 2000

**SENT VIA FACSIMILE
(801) 776-5262**

Bonneville Title Company
1518 North Woodland Park Drive, Suite 600
Layton, Utah
ATTN: Ms. Nobalee Rhoades

Re: Sale by Alice May Hughes Bronn Trust to
USDS Investment Group, L.C.

45024

Dear Ms. Rhoades:

Yesterday we received from you by fax a proposed form of Warranty Deed from the Bronn Trust to USDS, along with a proposed form of Escrow Instructions and Form 1099S tax reporting form.

We did not receive a copy of the Commitment for Title Insurance or the proposed closing statements. Please fax those to us as soon as possible. With regard to the documents you sent to us, we have the following comments:

1. The form of Warranty Deed shows the residence location of the Bronn Trust as being Farmington, Utah. That should be changed to be Arlington, Virginia. We are not sure of the county name, so please leave that blank. ✓
2. The acknowledgment clause should not refer to the State of Utah. ✓
3. The date of the signature on the Warranty Deed will not be the 1st of May. Please leave the date blank. The same applies to the acknowledgment clause. ✓

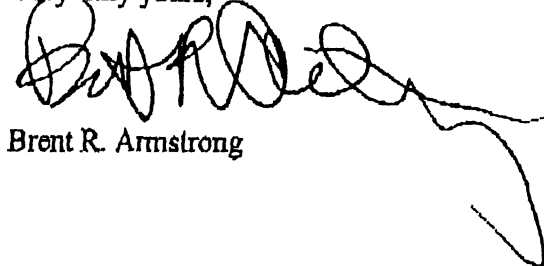
Bonneville Title Company
May 12, 2000
Page -2-

4. We have added additional language regarding the "subject to" language in the Deed. A copy of the marked-up form of Warranty Deed is enclosed, for your reference.
5. Regarding the Escrow Instructions, we suggest the following:
 - (a) Places for Seller and Buyer initials should be added at the bottom of pages 2, 3, 4 and 5.
 - (b) There are several paragraphs that do not apply to this transaction—in particular, paragraph 3.c. and paragraphs 9, 10, and 11.
 - (c) The "signature block" for the Seller should be added on page 6 to clearly evidence that Seller is to be signing in the capacity of Trustee of the Bronn Trust. This should be similar to the "signature block" you proposed on the Warranty Deed.
6. Reference is made to paragraph 8 regarding mechanics' liens. Please know that the Buyer has undertaken some pre-closing and clearing activities such as grubbing and clearing of brush and preliminary grading. To make it clear that the mechanics' lien provisions of paragraph 8 of the Escrow Instructions do not apply to such activities by the Buyer (and related costs), we have prepared a form of "Acknowledgment and Indemnification" to be signed by USDS. That form is enclosed with this letter. Please furnish it to USDS for their review and signature as a closing document.
7. We have marked up the 1099S Tax Reporting Form to reflect that the Seller is a trust, that there is only one seller (no "additional" seller) and that Carl H. Bronn is not a signatory to the transaction.

We look forward to receiving the Title Report and the closing statements and will immediately respond to you with regard to any comments on those documents.

If you have any questions with regard to our observations or comments in this letter, please call.

Very truly yours,



Brent R. Armstrong

BRA:/m
enclosure

cc: Bronn Trust



ARMSTRONG
LAW OFFICES, P.C.

Suite 150 Bank One Tower
50 West 300 South
Salt Lake City, Utah 84101-2006
(801) 359-5511
FAX: (801) 359-5570

BRENT R. ARMSTRONG
DAVID W. JOHNSON
STEVEN R. PAUL
R. STEPHEN MOFFAT
MATTHEW V. HESS

TELECOPIER TRANSMITTAL FORM

FAX ATTENDANT: please deliver the following confidential, time sensitive material as soon as possible to the individual designated below.

TO: Nobaher Rhoades

COMPANY: Bonnerille Title Co.

TELECOPY
TELEPHONE: 801-776-5262 NO. PAGES: 1

(includes cover sheet)

SIZE OF PAGES: LETTER X LEGAL OTHER

DATE SENT: 5/15/00

TIME SENT:

FROM: Brent Armstrong

COMMENTS: Addres for Alice May Hughes Brown

930 North McKinley Rd.

Arlington, VA 22205

Tel. 703-533-8673

Send documents after making changes described
mon letter to you on May 12.

Originating Fax Number: (801) 359-5570

Thanks

Please notify us immediately if this information has not been received completely by calling (801) 359-5511.

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED. AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT OF THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE. THANK YOU.

1099S TAX REPORTING FORM

FILE NO.: 73816-2D

PROPERTY ADDRESS: , FARMINGTON, UT 84025
PROPERTY TAX ID and COUNTY 07-057-0039, DAVIS

SELLER'S NAME: ALICE MAY HUGHES BRONN TRUST

SELLER'S SSN or TAX I.D.#

CLOSING DATE: 05/15/00

SALES PRICE: \$321,029.00

**AMT. ALLOCATED TO THIS SELLER: \$ 321,029.00

PROPERTY TAX - AMOUNT CREDITED TO SELLER AT CLOSING: \$

**(If more than one seller, amount allocated to this seller)

ADDITIONAL SELLER:

SELLER'S NAME:

SELLER'S FORWARDING ADDRESS:

SELLER'S SSN or TAX I.D.#:

CLOSING DATE: 05/15/00

SALES PRICE: \$321,029.00

**AMT. ALLOCATED TO THIS SELLER: \$

PROPERTY TAX - AMOUNT CREDITED TO SELLER AT CLOSING: \$

**(Amount allocated to this seller)

IS THIS AN EXCHANGE TRANSACTION? NO

**Under penalties of perjury, I certify that the above information is a true and accurate account of the Real Estate transaction identified.

ALICE MAY HUGHES BRONN TRUSTEE OF
THE ALICE MAY HUGHES BRONN TRUST

CARL H. BRONN

*****TAXPAYER: You are required by law to provide your settlement/closing agent with your correct taxpayer identification number. If you do not provide your settlement/closing agent with your correct taxpayer identification number you may be subject to civil or criminal penalties imposed by law.

1099S TAX REPORTING FORM

FILE NO.: 73816-2D

PROPERTY ADDRESS: FARMINGTON, UT 84025
PROPERTY TAX ID and COUNTY 07-057-0022, DAVIS

SELLER'S NAME: ALICE MAY HUGHES BRONN TRUST
930 N Mc KINLEY RD FARMINGTON UT 84025

SELLER'S SS# or TAX I.D.# 57222172

CLOSING DATE: 05/15/00

SALES PRICE: \$321,029.00

**AMT. ALLOCATED TO THIS SELLER: \$321,029.00

PROPERTY TAX - AMOUNT CREDITED TO SELLER AT CLOSING: \$0.00

**(If more than one seller, amount allocated to this seller)

IS THIS AN EXCHANGE TRANSACTION? NO

**Under penalties of perjury, I certify that the above information is a true and accurate account of the Real Estate transaction identified.

Alice May Hughes Bronn
ALICE MAY HUGHES BRONN, AS PRINCIPAL
TRUSTEE OF THE ALICE MAY HUGHES BRONN TRUST

*****TAXPAYER: You are required by law to provide your settlement/
closing agent with your correct taxpayer identification number. If you do not
provide your settlement/closing agent with your correct taxpayer
identification number you may be subject to civil or criminal penalties
imposed by law. OK
QED

B Type of Loan

1 <input type="checkbox"/> FHA 2 <input type="checkbox"/> FmHA 3 <input type="checkbox"/> Conv Unins	6 File Number 73816 2D	7 Loan Number	8 Mortgage Insurance Case Number
4 <input type="checkbox"/> VA 5 <input type="checkbox"/> Conv Ins			

C NOTE This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p o c)" were paid outside the closing. They are shown here for informational purposes and are not included in the totals.

D Name and Address of Borrower USDS INVESTMENT GROUP, L.C. 2600 EAST HOBBS VIEW CIRCLE LAYTON, UT 84040	E Name and Address of Seller ALICE MAY HUGHES BRONN AS PRINCIPAL TRUSTEE OF THE ALICE HUGHES BRONN TRUST	F Name and Address of Lender BANK OF UTAH MAR605 WASHINGTON BLVD OGDEN, UT	PLAINTIFFS EXHIBIT EXHIBIT NO 13 CASE NO C30700067 DATE REC'D IN EVIDENCE 3-22-05 CLERK GP
---	--	--	---

G Property Location 07-057 0039 FARMINGTON, UT 84025	H Settlement Agent File# 73816-2D BONNEVILLE TITLE COMPANY TIN# 87-0431430 I Settlement Date 05/15/00 Disbursement
--	---

J Summary of Borrower's Transaction		K Summary of Seller's Transaction	
100 Gross Amount Due From Borrower		400 Gross Amount Due to Seller	
101 Contract Sales Price	321,029 00	401 Contract Sales Price	321,029 00
102 Personal Property		402 Personal Property	
103 Settlement Charges to borrower (line 1400)	9,890 87	403	
104		404	
105		405	
Adjustments for Items paid by seller in advance		Adjustments for Items paid by seller in advance	
106 City/Town Taxes to		406 City/Town taxes to	
107 County Taxes to		407 County taxes to	
108 Assessments to		408 Assessments to	
109		409	
110		410	
111		411	
112		412	
120 Gross Amount Due From Borrower	330,919 87	420 Gross Amount Due To Seller	321,029 00
200 Amounts Paid By Or In Behalf Of Borrower		500 Reductions In Amount Due To Seller	
201 Deposit or earnest money		501 Excess deposit (see instructions)	17,500 00
202 Principal amount of new loan(s)		502 Settlement charges to seller (line 1400)	1,602 00
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
204		504 Payoff of first mortgage loan	
205		505 Pay off of second mortgage loan	
206		506	
207		507	
208		508	
209		509	
Adjustments for Items unpaid by seller		Adjustments for Items unpaid by seller	
210 City/Town taxes to		510 City/Town taxes to	
211 County Taxes 01/01/00 to 05/15/00	1,577 74	511 County taxes 01/01/00 to 05/15/00	1,577 74
212 Assessments to		512 Assessments to	
213		513	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
220 Total Paid By/For Borrower	1,577 74	520 Total Reduction Amount Due Seller	20,679 74
300 Cash At Settlement From/To Borrower		600 Cash At Settlement To/From Seller	
301 Gross Amount due from borrower (line 120)	330,919 87	601 Gross Amount due to seller (line 420)	321,029 00
302 Less amounts paid by/for borrower (line 220)	1,577 74	602 Less reductions in amt. due seller (line 520)	20,679 74
303 Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	329 342 13	603 Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	300,349.26

TAX PRORATION BASED ON 1999 TAXES OF \$ 4,265 75

DEPOSIT REFUND IN FARMINGTON
"ALICE MAY HUGHES BRONN FIRST SECURITY BANK" ACCOUNT #27-10065
CHECKING PART FUND 4 IS "CLOS"

The HUD 1 settlement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Mobaluc Rhoades
Settlement Agent

6/22/00
Date

PLAINTIFFS' EXHIBIT 13

EXHIBIT NO 13
CASE NO C30700067
DATE REC'D IN EVIDENCE 3-22-05
CLERK GP

L Settlement Charges				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700	Total Sales/Broker's Commission bases on price\$ 321,029 00@ 3 00 % = 9,630.87				
Division of Commission (line 700) as Follows					
701	\$ 9,630 87	to	PRUDENTIAL 1ST CHOICE		
702	\$	to			
703	Commission paid at Settlement			9,630.87	
704					
800 Items Payable In Connection With Loan					
801	Loan Origination Fee	%			
802	Loan Discount	%			
803	Appraisal Fee	to			
804	Credit Report	to			
805	Lender's Inspection Fee				
806	Mortgage Insurance Application Fee to				
807	Assumption Fee				
808					
809					
810					
811					
812					
813					
814					
815					
816					
817					
900 Items Required by Lender To Be Paid In Advance					
901	Interest from	to	@ \$ /day		
902	Mortgage Insurance Premium for	months to			
903	Hazard Insurance Premium for	years to			
904		years to			
905					
1000. Reserves Deposited With Lender					
1001	Hazard Insurance	months @ \$	per month		
1002	Mortgage Insurance	months @ \$	per month		
1003	City property taxes	months @ \$	per month		
1004	County property taxes	months @ \$	per month		
1005	Annual assessments	months @ \$	per month		
1006		months @ \$	per month		
1007		months @ \$	per month		
1008					
1100. Title Charges					
1101	Settlement or closing fee	250.00	to BONNEVILLE TITLE COMPANY	125.00	125.00
1102	Abstract or title search		to		
1103	Title examination		to		
1104	Title insurance binder		to		
1105	Document preparation		to BONNEVILLE TITLE COMPANY	25.00	25.00
1106	Notary fees		to		
1107	Attorney's fees		to		
	(includes above items number				
1108	Title insurance		to BONNEVILLE TITLE COMPANY		1,412.00
	(includes above items numbers				
1109	Lender's coverage	\$			
1110	Owner's coverage	\$ 321,029 00			
1111					
1112					
1113	COURIER FEE (2 WAYS)				40.00
1200. Government Recording and Transfer Charges					
1201	Recording fee Deed \$	80.00	, Mortgage \$ 30 00 , Releases \$	110.00	
1202	City/county tax stamps Deed \$, Mortgage \$		
1203	State tax/stamps Deed \$, Mortgage \$		
1204					
1205					
1300. Additional Settlement Charges					
1301	Survey	to			
1302	Pest inspection	to			
1303					
1304					
1305					
1400	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			9,890 87	1,602 00

I have carefully reviewed the HUD 1 settlement statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD 1 settlement statement.

Borrower: USDS INVESTMENT GROUP, L.C.

Seller: ALICE MAY HUGHES BROWN

AS PRINCIPAL TRUSTEE OF THE ALICE MAY

12/16/04
2004

Receiving Firm Account Number 5019899820	Carrying Firm Account Number 795-70C86	Carrying Firm Account Name Alice May Brown
Receiving Firm Account Title First Alice May Brown Trust dated 10/19/00		
Receiving Firm Name First Union National Bank		Receiving Firm Address 40 Broad Street, 5th floor, Suite 550, New York, NY 10004
Carrying Firm Name Merrill Lynch		
Carrying Firm Address		

Please transfer my entire securities account to the above indicated receiving organization, which has been authorized by me to make payment to you of the debit balance or to receive payment of the credit balance in my securities account. I understand that to the extent any assets in my securities account are not readily transferable, with or without penalties, such assets may not be transferred within the time frames required by New York Stock Exchange Rule 412 or similar rule of the National Association of Securities Dealers or other designated examining authority.

Unless otherwise indicated in the instructions below, I authorize you to liquidate any nontransferable proprietary money market fund assets that are part of my securities account and transfer the resulting credit balance to the receiving organization. I understand that you will contact the First Union Representative noted below with respect to the disposition of any assets in my securities account if they are nontransferable. If certificates or other instruments in my securities account are in your physical possession, I instruct you to transfer them in good deliverable form, including affording any necessary tax waivers, to enable such receiving organization to transfer them in its name for the purpose of sale, when and as directed by me. I further instruct you to cancel all open orders for my securities account on your books and cease all future trading.

I affirm that I have destroyed or returned to you any credit/debit cards and or unused checks issued to me in connection with my securities account.

Customer's Signature <i>Alice May Brown</i>	Date 10/25/00
Customer Signature if Joint Account	Date

FOR FIRST UNION USE ONLY

Please attach a copy of the customer's most recent account statement.

First Union National Bank
Attn: FRS Department

FOR BROKER/INSTITUTION USE ONLY

Delivery Instructions - See Attached

First Union National Bank - Free Receipt Services

Representative	Phone (704)	Fax (704)
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EXHIBIT NO.	14-3
CASE NO.	030700067
DATE RECD IN EVIDENCE	3-22-05
CLERK	GP

NE 30 3N 1E

73816-2D

WHEN RECORDED MAIL TO:
USDS INVESTMENT GROUP, L.C.
2600 EAST HOBBS VIEW CIRCLE
LAYTON, UT 84040

E 1600562 B 2664 P 418
SHERYL L. WHITE, DAVIS CNTY RECORDER
2000 JUN 29 2:26 PM FEE 12.00 DEP DJW
REC'D FOR BONNEVILLE TITLE COMPANY, INC

PLAINTIFF'S EXHIBIT	
EXHIBIT NO	14-6
CASE NO	030700067
DATE REC'D IN EVIDENCE	3-22-05
CLERK	GP

WARRANTY DEED

ALICE MAY HUGHES BRONN as Principal Trustee of the ALICE MAY
HUGHES BRONN TRUST,

Grantor

of ARLINGTON County, ~~of~~ State of Va
hereby CONVEY and WARRANT to

USDS INVESTMENT GROUP, L.C.,

Grantee,

of LAYTON, County of DAVIS, State of UT,
for the sum of Ten Dollars and Other Good and Valuable Consideration,
the following tract of land in DAVIS, State of Utah, to-wit,

SEE ATTACHED EXHIBIT "A"

07-057-0022

Subject to easements, restrictions, reservations, covenants and rights
of way appearing of record or enforceable in law and subject to 2000
taxes and thereafter.

WITNESS the hand of said Grantor, this 17th day of May, 2000

Alice May Hughes Bronn
ALICE MAY HUGHES BRONN, as Principal Trustee
of THE ALICE MAY HUGHES BRONN TRUST

Alice May Hughes Bronn
930 N. West 100th St
Arlington County
VA 22205

STATE OF VIRGINIA)
ss;

COUNTY OF Arlington

On the 17th day of May, 2000, personally appeared before me
ALICE MAY HUGHES BRONN, as Principal Trustee of THE ALICE MAY HUGHES BRONN
TRUST, the signer(s) of the within instrument, who duly acknowledged to me
that she executed the same.

Joel M. Schmitz
Notary Public
OFFICIAL SEAL
NOTARY PUBLIC - VIRGINIA
JOEL M. SCHMITZ

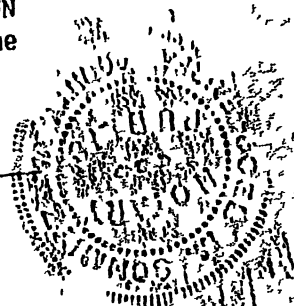


EXHIBIT 1

INVENTORY FOR DECEASED JT'S ESTATE

Court File No

W 26792

COMMONWEALTH OF VIRGINIA

Circuit Court of Arlington CountyDECEDENT'S name Alice May BronnFiduciary's name First Union National BankDate of Fiduciary's qualification June 22, 2001Date of decedent's death June 6, 2001This is X the first inventoryThe fiduciary filing this inventory is an administrator C, + a.Total value of assets listed in Parts 1 and 2 (value for bond) \$1,320,629 00 ✓Total value of assets listed in Parts 1, 3, and 4 (probate estate) \$1,320,629 00 ✓**ATTACH ADDITIONAL SHEETS IF NEEDED****Part 1. The decedent's personal estate under your supervision and control.**

DESCRIPTION OF PROPERTY		VALUE
\$50,000	Fairfax County VA Pub IMPT Bond 5 625% due 06/01/02	\$52,378 00
\$50,000	Norfolk VA Indl Dev Auth Rev Refunding OID Hospital Series A 4 3% due 11/01/01	\$50,283 00
\$25,000	Virginia State Bond OID Construction Series A, 5 2% due 06/01/08	\$26,016 00
675 shares	Boeing Co , common stock	\$44,543 25
150 shares	Adolph Coors Co Class B stock	\$7,673 25
25 shares	Coorstek common stock	\$921 63
100 shares	Graphic Packaging Int'l Corp, common stock	\$385 00
4,969 shares	Merck & Co, Inc, common stock	\$370,339 57
300 shares	Potomac Elec Power Co , common stock	\$6,418 50
64 shares	TRW, Inc , common stock	\$2,816 96
11,326 19 shares	Putnam Fund for Growth and Income, Class A	\$224,258 56
514,303 34 shares	First Union National Bank PT money market fund (Trust principal)	\$514,030 34
20,564 94 shares	First Union National Bank PT money market fund (Trust income)	\$20,564 94

PLAINTIFFS' EXHIBIT 15

TOTAL VALUE OF PART 1:\$1,320,629 00 ✓