

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re) Case No. _____
)
) NOTICE OF MOTION FOR RELIEF
) FROM (Check **ALL** that apply):
 Debtor(s)) AUTOMATIC STAY IN A **CHAPTER 7/13** CASE
) CHAPTER **13** CODEBTOR STAY

I. YOU ARE NOTIFIED a motion was filed on behalf of _____, the moving party, for (Check **ALL** that apply):

Relief from the automatic stay protecting the debtor(s) and debtor's property, as provided by 11 USC §362.

Relief from the stay protecting the **CODEBTOR**, whose name and service address are: _____

_____ and **CODEBTOR's** property as provided by 11 USC §1301.

II. A COPY of the motion is ATTACHED. The name and service address of the moving party's attorney (or moving party, if no attorney) are: _____

III. IF you WISH TO RESIST the motion, YOU MUST, WITHIN 14 DAYS OF THE SERVICE DATE SHOWN BELOW, FILE WITH the Clerk of the U.S. Bankruptcy Court BOTH of the following [NOTE: If you mail the Response to the court for filing, you MUST MAIL it at least 3 days before the filing deadline, unless you use an overnight delivery service, so that it will actually be RECEIVED at the court on time]:

A. A written response which states the facts upon which relief from the automatic stay is resisted, by filling in the applicable "RESPONSE" portions on a copy of the ORIGINAL Motion [NOTE: If the Response will be electronically filed, the RESPONSE MUST BE PREPARED USING the "FILLABLE" PDF version of the ORIGINAL Motion unless BOTH the Motion was filed on paper AND it could NOT be otherwise electronically obtained from the movant];

AND B. A FULLY COMPLETED NOTICE OF HEARING using Local Form #721, INCLUDING the DATE and TIME of the hearing which must be CALCULATED as follows:

1. Determine whether the case is a **PORTLAND** office case (i.e., the 5-digit portion of the Case No. begins with a "3" or "4"), OR if it is a **EUGENE** office case (i.e., the 5-digit portion of the Case No. begins with a "6" or "7").
2. Hearings for both offices will be "Meet Me" style telephone hearings which must be set on the FIRST available Motion for Relief hearing date AND time for the correct office (see pt. 3 below) which is AT LEAST SIX (6) calendar days after the Response is filed (i.e., RECEIVED) at the court. For example, if your Response will be filed on Wednesday the 9th, and the next available hearing dates are the 15th & 22nd, your hearing will be on the 15th.
3. HEARING DATES and TIMES for the CORRECT OFFICE must only be obtained via either the "Calendars/Scheduling" button on the Internet at www.orb.uscourts.gov OR a recorded phone message (i.e., if a **PORTLAND** case call (503)326-1530, OR if a **EUGENE** case call (541)431-4038).

IV. FAILURE to Respond OR serve proper Notice of Hearing. If you fail to file EITHER a timely response OR proper Notice of Hearing, then either:

A. The automatic stay will expire as to the debtor(s) pursuant to 11 USC §362(e) 30 days after the motion was originally filed, and/or the stay protecting the CODEBTOR will automatically expire by operation of law 20 days after the date the motion was originally filed;

OR B. The court may sign an ex parte order, submitted by the moving party on Local Form #720.90, granting relief from the debtor stay and/or codebtor stay.

Clerk, U.S. Bankruptcy Court

[NOTE: If the 5-digit portion of the Case No. begins with "3" or "4", mail to 1001 SW 5th Ave. #700, Portland OR 97204; OR if it begins with "6" or "7", mail to 405 E 8th Ave #2600, Eugene OR 97401.]

I certify that BOTH: (1) The Motion was prepared using the Court's "Fillable" PDF version of Local Form #720.80; **AND** (2) that on _____ I served copies of: (a) this Notice, (b) Local Form #721 (if the party is not an ECF participant), **AND** (c) the Motion on the Debtor(s), any codebtor at the address listed above, Trustee, U.S. Trustee, members of any committee elected pursuant to 11 U.S.C. §705, and their respective attorneys.

Signature of Moving Party or Attorney

(OSB#)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re) Case No. _____
)
) (CHECK ALL APPLICABLE BOXES)
) Ch. 7/13 Motion for Relief from
) DEBTOR Chapter 13 CODEBTOR Stay
) Filed by Creditor:
)
) _____
) *Response to Stay Motion filed by Respondent:*
 Debtor(s)) _____

1. **Debt, Default, Other Encumbrances, Description and Value of Collateral** *(To be completed by creditor)*

a. Description of collateral (car model, year, VIN, property address):

b. Amount of debt: \$ _____ consisting of principal: \$ _____; interest: \$ _____; other:

c. Description, amount and priority of other encumbrances on collateral. If not known, include applicable information from debtor's schedules if available on PACER:

Total debt secured by collateral (total 1.b. + 1.c.): \$ _____.

d. Value of collateral: \$ _____.
Equity in collateral: \$ _____, after deducting \$ _____ liquidation costs.

e. Current monthly payment: \$ _____.

f. If Chapter 13:

(1) \$ _____ postpetition default consisting of (e.g., \$ _____ payments, \$ _____ late charges, \$ _____ fees):

(2) \$ _____ prepetition default consisting of _____ amounts specified in proof of claim, or, _____ consisting of:

g. If Chapter 7, total amount of default \$ _____.

RESPONSE *(Identify specific items disputed and specify what you contend are the pertinent facts including why there is a postpetition default, if applicable) (to be completed by respondent):*

2. **Relief from stay should be granted because (check all that apply):** *(To be completed by creditor)*

- Lack of adequate protection because of failure to make sufficient adequate protection payments and lack of a sufficient equity cushion.
- Lack of insurance on collateral.
- No equity in the collateral and the property is not necessary for an effective reorganization.
- Failure of debtor to make Chapter 13 plan payments.
- Failure of debtor to make payments to secured creditor required by ¶4 of Chapter 13 plan.
- Other (describe):

RESPONSE *(Specify why relief from stay should be denied. If respondent proposes to cure a postpetition default, detail the cure by attaching a proposed order using Local Form (LBF) #720.90 available at www.orb.uscourts.gov under Rules & Forms/Local Bankruptcy Forms (LBF)) (to be completed by respondent):*

3. **Background** *(To be completed by creditor)*

- a. Date petition filed: _____ Current Chapter: ____ (7 or 13)
If 13, current plan date _____ Confirmed: Yes No
If 13, treatment of creditor's prepetition claim(s) in plan:

If 7, debtor has has not stated on Local Form (LBF) #521 or #521.05 that debtor intends to surrender the collateral.

- b. Creditor has a lien on the collateral by virtue of (check all applicable sections and also see ¶6 below):
Security agreement, trust deed or land sale contract dated _____, and, if applicable, an assignment of said interest to creditor. The security interest was perfected as required by applicable law on _____.
Retail installment contract dated _____, and, if applicable, an assignment of said interest to creditor. The security interest was perfected on the certificate of title on _____.
Other (describe):

RESPONSE *(Identify any disputed items and specify the pertinent facts) (to be completed by respondent):*

4. **Request for Relief from Codebtor Stay** (Only Chapter 13)

- a. _____, whose address is _____
_____, is a codebtor on the obligation described above, but is not a debtor in this bankruptcy.
- b. Creditor should be granted relief from the codebtor stay because (check all applicable boxes): codebtor received the consideration for the claim held by creditor, debtor's plan does not propose to pay creditor's claim in full, creditor's interest would be irreparably harmed by continuation of the codebtor stay as a result of the default(s) described above and/or because:

RESPONSE (Identify any disputed items and specify the pertinent facts) (to be completed by respondent):

5. **Other Pertinent Information** (To be completed by creditor, if applicable)

Creditor's claim is secured by real property and debtor's filing of this petition was part of a scheme to delay, hinder, and defraud creditors that involved either (a) transfer of all or part ownership of, or other interest in, the real property without creditor's consent or court approval, or, (b) multiple bankruptcy filings affecting the real property. The following facts support this assertion:

Other pertinent information:

RESPONSE (Identify any disputed items and specify the pertinent facts) (to be completed by respondent):

6. **Relief Requested (check all applicable sections):** (To be completed by creditor)

Creditor requests relief from the automatic stay to allow it to foreclose its lien on the above identified collateral, and, if necessary, to take appropriate action to obtain possession of the collateral.

Creditor has a security interest in real property and requests relief from stay with respect to an act against such property and that the relief be binding in any other bankruptcy case purporting to affect such real property filed not later than 2 years after the date of the entry of an order granting this motion.

Creditor requests that the 14-day stay provided by FRBP 4001(a)(3) be waived based on the following cause:

Other (describe and explain cause):

RESPONSE (Identify any disputed items and specify the pertinent facts. If respondent agrees to some relief, attach a proposed order using Local Form (LBF) #720.90 available at www.orb.uscourts.gov under Rules & Forms/Local Bankruptcy Forms (LBF)) (to be completed by respondent):

7. Documents:

If creditor claims to be secured in ¶3.b. above creditor’s counsel has served on all parties listed in the notice, but not filed with the court (i.e., such documents will not be filed), a copy of the documents creating and perfecting the security interest. If respondent disputes the creation and/or perfection of the claimed lien(s), respondent has filed with the response all the documents creditor’s counsel served.

RESPONDENT requests creditor provide Respondent with the following document(s), if any marked, which are pertinent to this response:

- Postpetition payment history.
- Documents establishing that creditor owns the debt described in ¶1 or is otherwise a proper party to bring this motion.
- Other document(s) (specific description)

CREDITOR/ATTORNEY

Signature: _____
 Name: _____
 Address: _____

 Email Address: _____
 Phone No: _____
 OSB#: _____

RESPONDENT DEBTOR/ATTORNEY (by signing, the respondent also certifies that [s]he has not altered the information completed by creditor)

Signature: _____
 Name: _____
 Address: _____

 Email Address: _____
 Phone No: _____
 OSB#: _____

RESPONDENT CODEBTOR/ATTORNEY (by signing, the respondent also certifies that [s]he has not altered the information completed by creditor)

Signature: _____
 Name: _____
 Address: _____

 Email Address: _____
 Phone No: _____
 OSB#: _____

YOU ARE HEREBY NOTIFIED THAT THE CREDITOR IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

2528468
BK 5025 PG 192

Recording requested by and
When recorded return to:
GEORGE TRAN
c/o George Tran
645 W18th Ave
Eugene, OR 97402

E 2528468 B 5025 P 192
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
05/14/2010 11:24 AM
FEE \$10.00 Pgs: 1
DEP RT REC'D FOR GEORGE TRAN

RETURNED
MAY 14 2010

Parcel ID: #091070049
Instrument Number: 2362480
Loan Number: 0048547772
Case # 1210-05253

D34A
H

Space above this line for Recorder's use only


DEED OF FULL RECONVEYANCE

Whereas, Michael Waters, the Trustee under the Deed of Trust dated or near May 1, 2007, made and executed by GEORGE TRAN as Trustor(s) to WACHOVIA MORTGAGE, FSB as beneficiary and recorded as Instrument No. 2362480 of the Office Records in the Office of the Recorder of Davis County, State of UTAH having received from Beneficiary under said Deed of Trust a written request to reconvey, reciting that all sums secured by said Deed of Trust have been fully paid, and said Deed of Trust and the note or notes secured thereby having been surrendered to the Trustee for cancellation, do hereby reconvey, without warranty, to the person or persons legally entitled thereto, all right, title and interest heretofore acquired and now held by said Trustee under said Deed of Trust, in the real property commonly know as

1430 E 2500 N, Layton UT 84040

situated in the County of Davis, State of Utah, and more particularly described as follows:

Lot 49. COUNTRY HOLLOW SUBDIVISION, according to the plat thereof as recorded in the office of Davis County Recorder

By: 
as Trustee
Date: 5-14-2010

State of Utah)
): SS
County of WADSWORTH)

This forgoing instrument was acknowledged before me on ^{my} April 14, 2010, by Michael Waters, Trustee.


My Commission Expires: 



Exhibit A

LSI TITLE INSURANCE AGENCY OF UTAH, INC.
3220 EL CAMINO REAL, IRVINE, CALIFORNIA 92602
(714) 247-7000 • (800) 323-0165

TRUSTEE'S SALE GUARANTEE - UTAH

SCHEDULE A

TS NO.: 10-92197
LOAN NO.: 0048547772
FILE NO.: 100233838
COUNTY REF. NO.: 100233838
FEE: \$849.60
LIABILITY: \$203,758.37
EFFECTIVE DATE: APRIL 14, 2010 @ 8:00 A.M.

1. NAME(S) OF ASSURED:

TRUSTEE: ETITLE INSURANCE AGENCY

BENEFICIARY: WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO BANK SOUTHWEST, N.A F/K/A WACHOVIA MORTGAGE, FSB

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED, OR REFERRED TO, AND COVERED BY THIS GUARANTEE IS:

A FEE

3. TITLE TO THE ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

✓ GEORGE TRAN, A MARRIED MAN

4. THE LAND REFERRED TO IN THIS GUARANTEE IS SITUATED IN THE STATE OF UTAH, COUNTY OF DAVIS, AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A"

Exhibit B

ORDER NO: 100233838

EXHIBIT A

TS NO.: 10-92197

 **LOT 49, COUNTRY HOLLOW SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER.**

ORDER NO: 100233838

SCHEDULE B

EXCEPTIONS:

1. ANY BANKRUPTCY PROCEEDING THAT IS NOT DISCLOSED BY A FILING WHERE A TRANSFER OF SUCH REAL PROPERTY MAY BE RECORDED TO PERFECT SUCH TRANSFER PURSUANT TO SECTION 549 (C) OF THE BANKRUPTCY REFORM ACT OF 1978, AS AMENDED.
2. TAXES FOR THE YEAR 2010 NOW ACCRUING, NOT YET DUE AND PAYABLE. 2009 TAXES HAVE BEEN PAID IN THE AMOUNT OF \$1,700.57, AS TO TAX PARCEL NO. 091070049.

NOTE: DAVIS COUNTY TREASURER
3. SPECIAL ASSESSMENTS, IF ANY, FOR THE CITY OF LAYTON.
4. SPECIAL ASSESSMENTS, IF ANY, WHICH ARE NOT BILLED AND COLLECTED BY THE COUNTY TAX ASSESSOR.
5. CONDITIONS COVENANTS AND RESTRICTIONS OF RECORD, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW
6. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD OR ENFORCEABLE IN LAW AND EQUITY FOR ANY ROADS, DITCHES, CANALS OR TRANSMISSION LINES NOW EXISTING OVER, UNDER OR ACROSS THE SUBJECT PROPERTY. THIS POLICY DOES NOT INSURE AGAINST VIOLATIONS OF BUILDING LINE SET BACKS AND EASEMENTS OF RECORD.
7. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW, AND ANY OTHER OBLIGATIONS SECURED THEREBY

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✓ AMOUNT : \$210,000.00
 DATED : MAY 1, 2008
 TRUSTOR : GEORGE TRAN, A MARRIED MAN
 TRUSTEE : FIRST AMERICAN TITLE INSURANCE COMPANY OF UTAH
 BENEFICIARY : WACHOVIA MORTGAGE, FSB, ITS SUCCESSORS AND/OR ASSIGNEES, A FEDERAL SAVINGS BANK
 RECORDED : MAY 5, 2008, AS ENTRY NO. 2362480, BOOK 4526, PAGE 650, OF OFFICIAL RECORDS

A SUBSTITUTION OF TRUSTEE UNDER SAID DEED OF TRUST WHICH NAMES AS THE SUBSTITUTED TRUSTEE, THE FOLLOWING

TRUSTEE : ETITLE INSURANCE AGENCY
 RECORDED : APRIL 14, 2010, AS ENTRY NO. 2522599, BOOK 5003, PAGE 279, OF OFFICIAL RECORDS

ORDER NO: 100233838

A NOTICE OF DEFAULT UNDER THE TERMS OF SAID DEED OF TRUST

RECORDED : APRIL 14, 2010, AS ENTRY NO. 2522600, BOOK 5003, PAGE 280, OF OFFICIAL RECORDS

8. ANY INTEREST OF THE PERSON SHOWN BELOW, WHOSE POSSIBLE INTEREST IS DISCLOSED BY THEIR JOINDER IN EXECUTING THE DOCUMENT REFERENCED BELOW.

NOI?

INTEREST OF : CAROL ANNE
DOCUMENT : DEED OF TRUST
RECORDED : MAY 5, 2008, AS ENTRY NO. 2362480, BOOK 4526, PAGE 650, OF OFFICIAL RECORDS

9. THE LATEST TAX ROLL INFORMATION OBTAINED FROM THE COUNTY TAX ASSESSOR SHOWS THE SITUS ADDRESS ON SAID LAND AS 1430 E 2500 NORTH, LAYTON, UT AND THE PARCEL NO./PROPERTY ID NO. AS 091070049.

ORDER NO: 100233838

SCHEDULE C

INFORMATION FOR TRUSTEE

1. ATTENTION IS CALLED TO THE SERVICEMEMBERS CIVIL RELIEF ACT OF 2003 (108 P.L. 189; 117 STAT. 2835; 2003 ENACTED H.R.100) AND AMENDMENTS THERETO AND THE MILITARY RESERVIST ACT OF 1991 (SEC. 800 TO 810, MILITARY VETERANS CODE) WHICH CONTAIN INHIBITIONS AGAINST THE SALE OF LAND UNDER A DEED OF TRUST IF THE OWNER IS ENTITLED TO THE BENEFITS OF SAID ACTS.
2. ATTENTION IS CALLED TO THE FEDERAL TAX LIEN ACT OF 1966 WHICH, AMONG OTHER THINGS, PROVIDES FOR THE GIVING OF WRITTEN NOTICE OF SALE IN A SPECIFIED MANNER TO THE SECRETARY OF THE TREASURY OR HIS DELEGATE AS A REQUIREMENT FOR THE DISCHARGE OR DIVESTMENT OF A FEDERAL TAX LIEN IN AN NON-JUDICIAL SALE, AND ESTABLISHED WITH RESPECT TO SUCH LIEN A RIGHT IN THE UNITED STATES TO REDEEM THE PROPERTY WITHIN A PERIOD OF 120 DAYS FROM THE DATE OF ANY SUCH SALE.
- 2(B). ATTENTION IS CALLED TO THE FEDERAL DEBT COLLECTION PROCEDURES ACT (28 USC 3001-3308) AND THE PROVISIONS OF 28 USC 2410 (ACTIONS AFFECTING PROPERTY ON WHICH UNITED STATES HAS LIEN) WHICH, AMONG OTHER THINGS PROVIDES FOR WRITTEN NOTICE TO BE GIVEN TO THE UNITED STATES, AND PROVIDES FOR THE DISCHARGE OF THE PROPERTY FROM THE MORTGAGE OR OTHER LIEN HELD BY THE UNITED STATES, AND PROVIDES THAT THE UNITED STATES SHALL HAVE ONE YEAR FROM THE DATE OF SALE WITHIN WHICH TO REDEEM.
3. THE NAMES AND ADDRESS OF PERSONS WHO HAVE RECORDED REQUESTS, AS PROVIDED BY SECTION 57-1-26 (1) & (3) OF THE UTAH CODE, FOR A COPY OF NOTICE OF DEFAULT AND FOR A COPY OF NOTICE OF SALE ARE:

NONE

4. IN ADDITION TO THOSE PERSONS NAMED IN PARAGRAPH 3 ABOVE, THE FOLLOWING MAY AT YOUR DISCRETION ALSO BE GIVEN NOTICE:

✓ GEORGE TRAN
 1430 E 2500 N
 LAYTON, UT 84040-7077
 (TRUSTOR)


~~GEORGE TRAN
 1430 EAST 2500 NORTH
 LAYTON, UT 84040
 (VESTEE)~~

✓ GEORGE TRAN
 645 W 18TH AVE
 EUGENE, OR 97402-4026
 (VESTEE)

✓ CAROL ANNE
 1430 E 2500 N
 LAYTON, UT 84040-7077
 (REFERS TO ITEM(S) 8)

ORDER NO: 100233838

CAROL ANNE
1430 ~~EAST~~ 2500 NORTH
~~LAYTON~~, UT 84040
(REFERS TO ITEM(S) 8)

 CAROL ANNE
645 W 18TH AVE
EUGENE, OR 97402-4026
(REFERS TO ITEM(S) 8)

LSI TITLE INSURANCE AGENCY OF UTAH, INC.
3220 EL CAMINO REAL, IRVINE, CALIFORNIA 92602
(714) 247-7000 • (800) 323-0165

TRANSMITTAL

TO:

DATE: APRIL 20, 2010

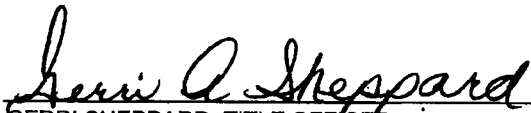
LUNDBERG & ASSOCIATES - NAT
3269 S. MAIN STREET, SUITE 100
SALT LAKE CITY, UT 84115

ATTN:

REF. NO.: 10-92197
ORDER NO.: 100233838

PLEASE FIND ENCLOSED HEREWITH ITEMS CHECKED BELOW:

- CERTIFIED COPY
- OWNERS POLICY
- ALTA POLICY
- CORRECTED GUARANTEE, POLICY AND/OR ENDORSEMENT
- ENDORSEMENT
- PRELIMINARY REPORT
- SUPPLEMENTAL REPORT
- TRUSTEE SALE GUARANTEE


GERRI SHEPPARD, TITLE OFFICER

After Recording Return To:

2530140
BK 5031 PG 942

GEORGE TRAN
C/o George Tran
645 West 18th Ave
Eugene, OR 97402
Parcel No. 091070049 ✓

RETURNED
MAY 24 2010

E 2530140 B 5031 P 942-946
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
05/24/2010 04:03 PM
FEE \$18.00 Pgs: 5
DEP RTT REC'D FOR GEORGE TRAN

[Space Above This Line For Recording Data]

DEED OF TRUST

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DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Section 3. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated May 17, 2010, together with all Riders to this document.
- (B) "Borrower" is AVALONNE HOLDING LIMITED PARTNERSHIP. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is CAROL ANNE, HIS/HER SUCCESSORS AND/OR ASSIGNEES. Lender's address is 645 West 18th Ave, Eugene, OR 97402. Lender is the beneficiary under this Security Instrument.
- (D) "Trustee" is CAROL ANNE.
- (E) "Note" means the promissory note signed by Borrower and dated on the same date as this security instrument. The Note states that Borrower owes Lender two hundred and ten thousand Dollars (U.S. \$210,000) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 17, 2038.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

NONE

- (I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (L) "Escrow Items" means those items that are described in Section 3.
- (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

Exhibit C

BK 5031 PG 943

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

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

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the DAVIS COUNTY of UTAH.

See Exhibit A

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the

BK 5031 PG 944

outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights and pay such amount and Borrower shall then be obligated under to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

BK 5031 PG 945

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

PROMISSORY NOTE

Borrower:	Avalonne Holding Limited Liability Partnership
Lender:	CAROL ANNE
Loan Amount:	\$210,000
Interest:	3% p.a simple interest
Date:	May 17, 2010

Secured by property located:

See Exhibit A

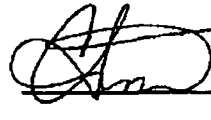
Borrower agrees to pay Lender the amount above. The first payment is due within 90 days of this contact and will be payable every month until entire principle and interest is paid.

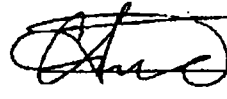
BK 5031 PG 946

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:



 General Partner (Seal)
- Borrower

 (Seal)
- Lender

State of Oregon)
) SS
County of Lane)

This forgoing instrument was acknowledged before me on May 17th, 2010, by CAROL ANNE, Managing Member of AVALONNE HOLDING LIMITED PARTNERSHIP.

My Commission Expires: JUNE 25TH 2011

_____ [Space Below This Line for Acknowledgment] _____

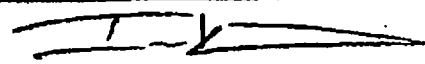




EXHIBIT A: Property Information

Street Address

1430 E 2500 N, Layton UT 84040

LEGAL DESCRIPTION

Lot 49, COUNTRY HOLLOW SUBDIVISION, according to the plat thereof as recorded in the office of Davis County Recorder

After Recording Return To:
GEORGE TRAN
C/o George Tran
645 West 18th Ave
Eugene, OR 97402
Tax Lot: 091070049

2530139
BK 5031 PG 941

RETURNED
MAY 24 2010

E 2530139 B 5031 P 941
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
05/24/2010 04:02 PM
FEE \$10.00 Pgs: 1
DEP RTT REC'D FOR GEORGE TRAN

[Space Above This Line For Recording Data]

Warranty Deed

GJA
DXT

The Grantor(s) GEORGE TRAN of the County of Lane and the State of Oregon for and in consideration of \$100.00, and other good and valuable considerations in hand paid, conveys, grants, bargains, sells, aliens, remises, releases, confirms and warrants

DAVIS

Unto Avalonne Holding Limited Partnership, the following described real estate in the County of Lane, State of Oregon to wit: 1430 E 2500 N, Layton UT 84040
UTAH

Lot 49. COUNTRY HOLLOW SUBDIVISION, according to the plat thereof as recorded in the office of Davis County Recorder

Together with all the tenements, hereditaments and appurtenances thereto, belonging or in anywise appertaining.

In Witness Whereof, the said grantor(s) has(have) hereunto set his(their) hands and seals this 17th day of May 2010.

Signed Sealed and Delivered in our Presence



State of OREGON)
County of LANE)

I Herby Certify that on this day, before me, an officer duly authorized in the State of Oregon aforesaid to take acknowledgments, personally appeared GEORGE TRAN to me known as the person(s) described in and who executed the foregoing instrument and Acknowledged before me.

Witness my hand and official seal in the county and State last aforesaid this 17th day of MAY, 2010,

Notary Public

My commission expires JUNE 25th 2011

WARRANTEE DEED

GEORGE TRAN
645 West 18th Ave
Eugene, OR 97402
- GRANTORS

Avalonne Holding Limited Partnership
645 W18th Ave
Eugene OR 97402
- GRANTEES

Send all tax statements to:
George Tran, 645 W18th Ave, Eugene, OR 97402



Exhibit D