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01-03-PT COSE, PTCOSE, PT OOSY

WHEN RECORDED, MAIL TO:
Valley Bank and Trust Company
1325 South Main Street
Salt Lake City, Utah 84115
ATTN: Paul M. Thurston

~~FILED~~ VERIFIED:
~~ENTERED~~ MICROFILMED.

E# 1091674 BK1569 PG1828
DOUG CROFTS, WEBER COUNTY RECORDER
1989 OCT 17 12:13 PM FEE 24.00 DEP MH
REC FOR ASSOCIATED TITLE

**DEED OF TRUST
WITH ASSIGNMENT OF RENTS
AND SECURITY AGREEMENT**

THIS DEED OF TRUST, is made as of the date provided below between BOYER-OGDEN MEDICAL ASSOCIATES (sometimes herein referred to as the "Borrower"), a Utah limited partnership, whose address is 675 East 500 South, Salt Lake City, Utah 84102, as Trustor, and VALLEY BANK AND TRUST COMPANY, whose address is 1325 South Main Street, Salt Lake City, Utah 84115, as Trustee and Beneficiary.

WITNESSETH THAT:

Trustor irrevocably grants, transfers, assigns, conveys and warrants to Trustee, and its successors and assigns, IN TRUST, WITH POWER OF SALE all of Trustor's leasehold interest, and fee title interest, if any, in that certain property, situated in Weber County, State of Utah (hereinafter collectively referred to as the "Property") and more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein.

TOGETHER WITH all buildings, fixtures and improvements thereon and all water, water stock, and water rights now owned or hereafter acquired or constructed relating to or used in connection with said Property, together with all shares of stock evidencing any such water rights and all fixtures and equipment for irrigation or drainage, and any other stock or evidence of ownership of any part of such water, water stock or water rights that is owned by the Trustor in common with others and on documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property covered by this Deed of Trust, together with rights of way, easements, tenements, hereditaments, and appurtenances thereunto belonging, now or hereafter used or enjoyed with the Property, or any part thereof;

Together with all rents, issues, profits, royalties, income, privileges, and/or benefits derived from the Property (collectively the "rents"), subject however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents;

NOTE: This Deed of Trust is a "Construction Mortgage," as defined in Utah Code Ann. § 70A-9-313 (1953 as amended).

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Together with all leasehold estate, right, title and interest of the Trustor in and to all leases or subleases covering the Property or any portion thereof now or hereafter existing or entered into and all right, title and interest of Trustor thereunder including without limitation all cash or security deposits, advance rentals and deposits or payments of similar nature;

Together with all interest, estate or other claims both in law and in equity which Trustor now has or may hereafter acquire in the Property;

Together with all right, title and interest of Trustor in and to all tangible personal property now owned by Trustor and/or now or at any time acquired for or located on or at the Property or used in connection therewith, including but not limited to all goods, machinery, appliances, tools, parts, insurance proceeds, equipment including fire sprinklers, alarm systems, heating and ventilating and air conditioning, furnishings, fixtures, maintenance, supplies and all property similar to the above hereafter acquired by Trustor;

And all of the foregoing are hereinafter sometimes referred to collectively as the "Collateral."

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of TWO MILLION SEVENTY THOUSAND DOLLARS (\$2,070,000) (the "Note"), made by Trustor, and payable to the order of Beneficiary, together with interest thereon and other charges provided in said Note, and any extensions and/or renewals or modifications thereof; (2) the performance of all obligations of Trustor under all loan agreements and loan documents (hereafter "Loan Agreements" and/or "Loan Documents") executed in connection with and/or for the transaction related to the Note and this Deed of Trust and each other agreement herein contained or referred to herein between the Trustor and Beneficiary; (3) the payment and performance of each agreement of Trustor herein contained; (4) the payment of such additional loans or advances as hereafter may be made to Trustor, or its successors or assigns, when advanced as provided herein or when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust; and (5) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

All property of every kind acquired by the Trustor after the date hereof which by the terms hereof is intended to be subject to the lien of this Deed of Trust shall immediately upon the acquisition thereof by the Trustor and without further mortgage, conveyance or assignment become subject to the lien of this Deed of Trust as fully as though now owned by the Trustor and specifically described herein. Nevertheless, the Trustor shall

take such actions and execute and deliver such additional instruments as Beneficiary shall reasonably require to furnish evidence or confirm the subjection to the lien of this Deed of Trust of any such property. 7

Trustor hereby grants to Beneficiary a security interest in all personal property collateral above set forth for the purpose of securing all obligations of Trustor contained herein. This Deed of Trust shall also be deemed a Security Agreement as defined in the Uniform Commercial Code of Utah and for the remedies for any violation of the covenants, terms and conditions of the agreements herein contained.

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

1. To keep the Collateral in good condition and repair; not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Collateral; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Collateral in violation of law; to comply with all terms of all Loan Agreements and/or Loan Documents; to do all other acts which from the character or use of the Collateral may be reasonably necessary, the specific enumerations herein not excluding the general; and promptly and diligently perform each an every covenant and condition of the Loan Agreements and/or Loan Documents.

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require. Such insurance shall insure the Property and all improvements to the Property now existing or hereafter erected or placed on the Property for their full insurable value for fire and extended coverage insurance, together with additional endorsements for vandalism and malicious mischief and rental insurance in an amount equal to the rental value on a nine-month basis, and such other coverage as Beneficiary may, from time to time, reasonably require. Such insurance shall be carried in companies approved by Beneficiary. Certificates for policies of insurance and a certified copy of the policies of insurance and receipts indicating payments of the first year's premiums shall be delivered to Beneficiary at the time of execution hereof. In event of loss, Trustee shall give prompt notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. Neither the application nor the release of any such amounts shall cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Insurance shall inure to

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the benefit of and pass to the purchaser of said premises at any foreclosure sale, or any Trustee's sale held pursuant hereto. Trustor shall obtain and maintain flood insurance on the Property from and after the time that the Secretary of Housing and Urban Development has identified the area in which the Property is located as having special flood hazards and on which flood hazard insurance has been made available. The amount of such flood insurance shall be at least equal to the lesser of the outstanding principal balance of the loan or the maximum limit of coverage made available for the Property. The Trustor shall additionally provide and maintain a policy of comprehensive general liability coverage or a separate insurance policy insuring the Trustor's liability in limits of not less than \$500,000 per claim with \$1,000,000 limit per incident and of at least \$100,000 property damage coverage.

3. All policies of insurance shall include a lender's loss payable endorsement for the benefit of Beneficiary in a form satisfactory to Beneficiary. At the execution hereof, Trustor shall furnish Beneficiary with a certificate of insurance and certified copies of all policies of insurance obtained, as required herein, together with receipts evidencing payment of the first year's payment of premiums for such policies. The policy shall name Beneficiary as insured and otherwise as mortgagee. At least thirty days prior to the expiration of such policy, Trustor shall furnish Beneficiary with evidence satisfactory to Beneficiary of the payment of the premium and the reissuance of a policy continuing insurance in force as required by this Deed of Trust. All policies shall contain provisions that such policies will not be cancelled or materially amended without at least thirty days prior written notice to Beneficiary. If Trustor fails to provide, maintain, keep in force or deliver and furnish to Beneficiary the policies as required by this Deed of Trust, Beneficiary may, upon thirty days written notice to Trustor, procure such insurance or single interest insurance for such risk covering the Beneficiary's interest only and Trustor will pay all premiums thereon promptly upon demand by Beneficiary and until such payment is made by Trustor the amount of all such premiums shall bear interest at the rate set forth in the Note.

4. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, and a title insurance policy in ALTA form with exceptions only as approved by Beneficiary, in its sole discretion, for a mortgagee's (Deed of Trust) title insurance policy or equivalent issued by a title company satisfactory to Beneficiary, in its sole discretion, in the amount of the Loan, insuring the Deed of Trust as a valid first lien on the Trustors leasehold and fee simple title, if any, to the Property described therein and showing that Trustor possesses good and marketable leasehold and fee simple title, if any, to the Property and insuring the Beneficiary in the principal amount of the Note as possessing a first lien on the

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Property, free and clear of all liens and encumbrances, easements, encroachments or other interests of any kind, except as are specifically approved in writing by Beneficiary. The title insurance policy shall certify compliance of all zoning laws, rules, ordinances and regulations for the Property and all improvements thereon for the use permitted for the Property.

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

6. To pay at least 10 days before delinquency all taxes and assessments affecting the Collateral, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Collateral; to pay, when due, all encumbrances, charges, and liens with interest, on the Collateral or any part thereof, which at any time appear to be prior or superior hereto; and to pay all costs, fees, and expenses of this Trust. After an event of default and upon notice from Beneficiary to Trustor, there shall be added to any periodic payments required by the Note, such equal periodic payments as are necessary to create a non-interest bearing demand cash reserve for the payment of taxes and insurance when due, and such amount shall be a first deduction from any payment made by Trustor and shall be held separately by Beneficiary for such purposes. The creation of any reserves does not relieve Trustor of the duties required herein to pay the costs of taxes and insurance but only vests in Beneficiary the right to apply any reserves to the tax and insurance obligations. Such reserves are pledged to Beneficiary to secure the Note and the performance of the agreements contained in this Deed of Trust. If such periodic reserve payments are not required, Beneficiary shall be furnished evidence of payment of taxes, assessments and insurance policies due and owing with respect to the Property.

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

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necessary therefor, including cost of evidence of title, and to employ counsel, and pay its reasonable fees and expenses.

8. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditures at the rate of fifteen percent (15%) per annum until paid, and the repayment thereof shall be secured hereby.

9. To keep the Property in good condition and repair and not to commit or permit waste thereof, nor remove, demolish, alter or impair the design or structural character of any building, fixture, equipment, fence, parking or any other improvement now or hereafter situated upon the Property, and further, to diligently restore and repair, when damaged, any such building, fixture, equipment, fence, parking or any other improvement.

10. Trustor shall not create or permit to exist any lien or encumbrance upon the Property, except (i) liens provided for the benefit of Beneficiary; (ii) liens existing as of the date hereof and approved by Beneficiary in writing as provided herein; (iii) liens as may be otherwise authorized by the terms of this Deed of Trust, the Loan Agreements and/or Loan Documents; (iv) liens for taxes not yet due or which are being contested in good faith by appropriate proceedings; or (v) liens for which Beneficiary shall give its prior written consent, which consent shall not be unreasonably withheld.

IT IS MUTUALLY AGREED THAT:

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

12. At any time and from time to time upon written request of Trustee, payment of its fees and presentation of this Deed of Trust and the Note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map

or plat of the Property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof; and (d) reconvey, without warranty, all or any part of the Collateral. The grantee in any reconveyance may be described as "the person or person entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

13. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect rents earned prior to default as they become due and payable. After Trustor's default, Trustor's right to collect rents shall cease and Beneficiary shall have the right, with or without taking possession of the Collateral affected thereby, to collect all rents. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such rents shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the rents. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Deed of Trust to any such tenancy, lease or option.

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

15. Upon any event of default described herein, Beneficiary, as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Collateral or the interest of Trustor herein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Collateral or any part thereof and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and shall continue as such and exercise all such powers until the date of confirmation of sale of such Collateral unless such receivership is sooner terminated.

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

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

18. Upon default in the payment or performance of the terms of this Deed of Trust, the Note it secures or the Loan Agreement or any other Loan Document, Trustor shall pay to or for the account of the Trustee and the Beneficiary all costs, expenses and fees, including reasonable attorney's fees, incurred in any action or proceeding, including any insolvency proceeding, with respect to this Deed of Trust, the Note and any Loan Agreement and Loan Document.

19. Any of the following shall constitute a "default" hereunder:

a. The failure to pay in full, when due, any payment required hereunder or under the Note or any other agreement securing the Note;

b. The failure to pay in full, make complete performance of any obligation due under the Note, or otherwise pay, perform, complete or satisfy any term or condition of this Deed of Trust or any Loan Agreements and/or Loan Documents;

c. The filing of any petition or the commencement of any case or proceeding by Trustor or any endorser or guarantor of the Note under any federal or state law relating to insolvency, bankruptcy, or reorganization; or an adjudication that Trustor or any such guarantor or endorser is insolvent or bankrupt; or the entry of an order for relief under the Federal Bankruptcy Code with respect to Trustor or any such guarantor or endorser;

d. The filing of any such petition or the commencement of any such case or proceeding against Trustor or against any endorser or guarantor, unless such petition and the case or proceeding initiated thereby is dismissed within forty-five (45) days from the date of such filing; the filing of an answer by Trustor or such endorser or guarantor admitting the allegations of any such petition; or the appointment of or the taking of possession by a custodian, trustee or receiver for all or any assets of Trustor or any such endorser or guarantor, unless such appointment is vacated or dismissed or such

possession is terminated within thirty (30) days from the date of such appointment or commencement of such possession, but not later than five (5) days before the proposed sale of any assets of Trustor or any such endorser or guarantor by such custodian, trustee, or receiver, other than in the ordinary course of the business of Trustor or such endorser or guarantor;

e. The insolvency of Trustor or of any guarantor or endorser of the Note; or the execution by Trustor or any such guarantor or endorser of an assignment for the benefit of creditors; or the convening by Trustor or any such guarantor or endorser of a meeting of its creditors, or any class thereof, for the purposes of effecting a moratorium upon or extension or composition of its debts; or if Trustor or any such guarantor or endorser is generally not paying its debts as they mature;

f. The admission in writing by Trustor or any endorser or guarantor of the Note that it is unable to pay its debts as they mature or that it is generally not paying its debts as they mature;

g. The death, long-term disability or mental incapacity of any guarantor or endorser of the Note who are individuals or the liquidation, termination, or dissolution of Trustor or any guarantor or endorser of the Note who are corporations, partnerships, or joint ventures under the laws of the state under which such entities are organized;

h. The falsity or misleading nature of any representation or warranty contained herein or any representation to Beneficiary concerning the financial condition or credit standing of either Trustor or any third party obligated to Beneficiary under any agreement guaranteeing performance of any of the obligations of Trustor referred to herein, or the determination of Beneficiary of a threat to its security by reason of a material adverse change in the financial condition or credit standing of either Trustor or of any such third party;

i. The failure of Trustor to make any deposit of funds required hereunder within the time period provided herein, or in the absence of such a provision, within fifteen (15) days after written demand therefor from Beneficiary;

j. The existence of any encroachment which has occurred without the approval of Beneficiary and which is not removed or corrected within thirty (30) days after written notice to Trustor of the existence thereof;

k. The filing of any claim or lien against the Property, any improvements thereon or any part thereof, or any interest or right made appurtenant thereto and the continued maintenance of said claim or lien for a period of thirty (30) days without discharge or satisfaction thereof or provision

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therefor satisfactory to Beneficiary in accordance with the terms hereof, including the posting of a bond or indemnification satisfactory to Beneficiary or the demonstration to Beneficiary's reasonable satisfaction of Trustor's ability to discharge or satisfy said claim or notice;

l. The demolition, destruction or substantial damage of the Property and any improvements to the Property, so that in Beneficiary's reasonable judgment it cannot be restored or rebuilt with available funds to a profitable condition within a reasonable time;

m. The failure of the Trustor within thirty (30) days after written notice from Beneficiary to fully perform any and all covenants and agreements hereunder or under the Note, or any other of the Loan Documents or the occurrence of a default hereunder or under the Note or any instrument given to secure or guaranty the Note, or any other of the Loan Documents or under any other indebtedness, irrespective of whether Beneficiary elects, pursuant to a provision thereunder, to declare the entire unpaid principal sum, together with all interest thereon plus any other sums due thereunder immediately due and payable; provided that if a failure to fully perform or an occurrence of a default is specifically covered elsewhere herein, in the Note or in any other instrument or loan document, the provisions of this subparagraph shall not be applicable in such a situation and the requirement of notice and/or period to cure, if any, set forth in such other reference shall control;

n. Subject to the other provisions herein, the sale, lease (except in the ordinary course of operating the Property), exchange, conveyance, transfer, mortgage, assignment, pledge or encumbrance, either voluntarily or involuntarily, or the agreement to do so, without the prior written consent of the Beneficiary being first obtained, other than easements not adversely affecting the value of the Property or any lease thereon to the extent otherwise permitted hereunder, or the levy, attachment or seizure pursuant to court order of the right, title or interest of Trustor or of any successor to Trustor, in and to the Property;

o. A default of the Note or any of the other Loan Documents;

p. Any change shall occur in the financial condition or position of Trustor or any guarantor which beneficiary shall reasonably determine to be materially adverse to Trustor or any guarantor and/or determine to materially increase Beneficiary's risk of payment or performance due hereunder or due under any other loan document.

q. The collection of advance rentals or lease payments, other than rents regularly required to be paid for current months' occupancy, for a period not to exceed 30 days in

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advance of the due date and security deposits required by the rental or lease agreements.

20. Time is the essence hereof. At any time after a default hereunder, Beneficiary may, at its option, and without further notice or demand, declare all indebtedness secured hereby immediately due and payable, and take the further action authorized herein and described below, regardless of: (i) Beneficiary's delay or failure in exercising such option; (ii) Beneficiary's failure to exercise such option for any prior default or abandonment; or (iii) the adequacy of Beneficiary's security. Beneficiary may, at its option and in its sole discretion, without any additional notice or demand to or upon Trustor, do one or more of the following:

a. Trustee and Beneficiary, and either of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any Loan Agreements, Loan Documents or other agreement or any laws now or hereafter in force notwithstanding some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, guaranty, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, and either of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and any of them may pursue inconsistent remedies.

b. Beneficiary shall, without regard to the adequacy of any security for the indebtedness hereby secured, be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession of and protect the Property, and operate the same and collect the rents therefrom.

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c. Beneficiary may bring an action in any court of competent jurisdiction to foreclose this Deed of Trust as a mortgage or to enforce any of the covenants hereof.

d. Beneficiary may elect to cause the Property or any part thereof to be sold pursuant to the power of sale granted herein in accordance with the laws of the State of Utah:

(i) Beneficiary may proceed as if all of the Property were real property, in accordance with subparagraph (iv) below, or Beneficiary may elect to treat any of the Property which consists of a right in action or which is property that can be served from the Property without causing structural damage thereto as if the same were personal property, and dispose of the same in accordance with subparagraph (iii) below, separate and apart from the sale of real property, the remainder of the Property being treated as real property.

(ii) Beneficiary may cause any such sale or other disposition to be conducted immediately following the expiration of any grace period, if any, herein provided (or immediately upon the expiration of any redemption period required by law) or Beneficiary may delay any such sale or other disposition for such period of time as Beneficiary deems to be in its best interest. Should Beneficiary desire that more than one such sale or other disposition be conducted, Beneficiary may, at its option, cause the same to be conducted simultaneously, or successively on the same day, or at such different days or times and in such order as Beneficiary may deem to be in its best interest.

(iii) Should Beneficiary elect to cause any of the Property to be disposed of as personal property as permitted by subparagraph (i) above, it may dispose of any part thereof in any manner now or hereafter permitted by the applicable Uniform Commercial Code or in accordance with any other remedy provided by law. Both Trustor and Beneficiary shall be eligible to purchase any part or all of the Property at any such disposition. Any such disposition may be either public or private as Beneficiary may so elect, subject to the provisions of the applicable Uniform Commercial Code. Beneficiary shall give Trustor at least ten (10) days' prior written notice of the time and place of any public or private sale or other disposition of such property and if such notice is sent to Trustor, it shall constitute reasonable notice to Trustor.

(iv) Should Beneficiary elect to sell any part of the Property which is real property or which Beneficiary has elected to treat as real property, upon such election, Beneficiary or Trustee shall give such notice of default and election to sell as may then be required by law. Thereafter, upon the expiration of such time and the giving of such notice of sale as may then be required by law, Trustee, at the time and place specified by the notice of sale, shall sell such Property or any

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portion thereof specified by Beneficiary, at public auction to the highest bidder for cash in lawful money of the United States. Trustee may, and upon request of Beneficiary, shall, from time to time and as permitted by law, postpone the sale by public announcement thereof at the time and place noticed therefor. If the Property consists of several lots or parcels, Beneficiary may designate the order in which such lots or parcels shall be offered for sale or sold. Any person, including Trustor or Beneficiary, but not the Trustee, may purchase at the sale. Upon any sale, Trustee shall execute and deliver to the purchaser or purchasers a deed or deeds conveying the property so sold, but without any covenant or warranty whatsoever, express or implied, whereupon such purchaser or purchasers shall be let into immediate possession.

(v) In the event of a sale or other disposition of any such property, or any part thereof, and the execution of deed or other conveyance, pursuant thereto, the recitals therein of facts, such as a default, the giving of notice of default and notice of sale, postponement of sale, terms of sale, sale, purchaser, payment of purchase money, and any other fact affecting the regularity or validity of such sale or disposition, shall be conclusive proof of such facts; and any such deed or conveyance shall be conclusive against all persons as to such facts recited therein;

(vi) Beneficiary and/or Trustee shall apply the proceeds of any sale or disposition hereunder to payment of the following: (1) the expenses of such sale or disposition together with Trustee's fees and reasonable attorney's fees, and the actual cost of publishing, recording, mailing and posting notice; (2) the cost of any search and/or other evidence of title procured in connection therewith; (3) all sums expended under the terms hereof, not then repaid, with accrued interest in the amount provided herein; (4) all other sums secured hereby; (5) the remainder, if any, to the person or persons legally entitled thereto, or at Beneficiary's option be paid to the clerk of the court of competent jurisdiction over the Property.

e. The remedies listed herein are illustrative only and Beneficiary shall also have any and all other rights in law or equity, whatever they may be.

21. Trustor agrees to surrender possession of the Property and any other Collateral to the purchaser thereof at the aforesaid sale immediately after such sale, if such possession has not previously been surrendered to Trustor.

22. Trustor covenants and agrees not to sell or transfer all or any part of the legal or equitable title or ownership of the Property or any interest therein or change the ownership or structure of Trustor in any manner without the prior written consent of Beneficiary. Any violation of this provision shall be

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deemed a default hereunder and Beneficiary is entitled to exercise all remedies provided herein by the Note and any other loan agreement.

23. Trustor hereby covenants that no lien of any mechanics or materialmen has attached, or may validly attach, to the Property or any part thereof; that Trustor will pay all sums which if not paid, may result in the acquisition or creation of a lien prior to or of equal priority with or junior to the lien of this Deed of Trust, or which may result in conferring upon a tenant of any part of the Property a right to recover sums as pre-paid rent or as a creditor or offset against any future rental obligation; and, that Trustor will not grant any other lien or security interest on any part of the Property or personal property without full disclosure to and prior written consent by Beneficiary. Trustor will operate the Property at all times as a medical office building and shall not acquire any equipment or fixtures which are not covered by this Deed of Trust and which may be subject to any security interest or other charge or lien having priority over the lien or security interest granted under this Deed of Trust.

24. Upon the request of Trustor, Beneficiary may hereafter, at its sole option, at any time before full payment of the indebtedness secured hereby, make further advances to the Trustor, and the same, with interest and late charges, is secured by this Deed of Trust; provided, however, that the amount of principal secured by this Deed of Trust and remaining unpaid, shall not at the time of and including any such advances exceed the original principal sum secured hereby.

25. The interpretation, construction and enforcement of this Deed of Trust shall be governed by the laws of the State of Utah.

26. Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to it at the address set forth above.

27. The invalidity of any one or more covenants, phrases, clauses, sentences or paragraphs of this Deed of Trust shall not affect the remaining portions of this Deed of Trust or any part thereof, and this Deed of Trust shall be construed as if such invalid covenants, phrases, clauses, sentences or paragraphs, if any, had not been inserted herein.

28. Trustor warrants and represents to Trustee and Beneficiary that, to the best of its knowledge and belief, the Property has not been the subject of an environmental impact study required by any governmental authorities nor has such study been indicated as necessary; the past, present or contemplated use of the Property has not violated and does not violate any environmental laws, regulations ordinances, orders or similar

governmental restrictions; the Property is not within a government identified area of contamination; and the Property, and any site in the vicinity of the Property, are not nor have been the site of any oil, hazardous waste, toxic substance use or storage. Trustor covenants that it will abide by all laws, rules, ordinances, governmental standards and regulations applicable to Trustor or to the Property in respect of occupational health and safety, hazardous waste and substance, and environmental matters. Trustor acknowledges that a violation of this covenant shall constitute an event of default under this Deed of Trust.

29. Trustor warrants that the Property is in compliance with all applicable governmental laws, statutes, ordinances, acts, rules and regulations or similar requirements to allow the proper use of the Property for its proposed purposes. Trustor further covenants to take any and all action required to cause the Property to remain in such compliance.

30. All agreements or representations directly or indirectly relating to the subject property and the secured obligation are merged into and incorporated in this agreement and this agreement can only be amended by a writing subscribed by all parties hereto.

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

32. All of the leases or renewals, modifications, consolidations, replacements or extensions of such leases affecting the Property shall be made subject and subordinate to the lien of this Deed of Trust and related security instruments. No prepayment of rent of more than 30 days shall be permitted. Trustor covenants that it will fully perform all of its duties as lessor under any lease pertaining to the Property. If Trustor shall default under any such lease, it shall also constitute a default under this Deed of Trust.

33. Trustor, unless prohibited by law, shall pay directly or reimburse Beneficiary for any claim, payment or obligation for any tax due or payable as a result of Beneficiary granting the loan to Trustor and evidenced by the Note secured by this Deed of Trust, including, but not limited to any intangible or other tax on the indebtedness of the Note or created upon the documents executed in connection with the loan transaction.

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34. All agreements or representations directly or indirectly relating to the Property and the secured obligation are merged into and incorporated in this Deed of Trust and this Deed of Trust can only be amended by a writing subscribed by all parties hereto.

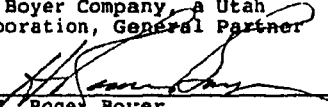
35. This Deed of Trust constitutes a "Construction Mortgage," as defined in Utah Code Ann. § 70A-9-313 (1953, as amended) and secures an obligation incurred for the construction of the Improvements, including the acquisition cost of the land. Trustor agrees to commence construction promptly and pursue the same with reasonable diligence to completion in accordance with the plans and specification approved by Beneficiary and pursuant to the terms and conditions of the Loan Agreements and Loan Documents.

IN WITNESS WHEREOF, Trustor has on this 28th day of September, 1989, executed this Deed of Trust with Assignment of Rents and Security Agreement by the undersigned thereunto duly authorized.

TRUSTOR:

BOYER-OGDEN MEDICAL ASSOCIATES,
a Utah limited partnership

By: The Boyer Company, a Utah
Corporation, General Partner

By: 
H. Roger Boyer
Chairman of the Board

By: 
Ken C. Gardner, President

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing Deed of Trust With Assignment of Rents and Security Agreement was acknowledged to me this 28th day of September, 1989, by H. ROGER BOYER, Chairman of the Board of The Boyer Company, the General Partner of BOYER-OGDEN MEDICAL ASSOCIATES, a Utah limited partnership.

Christina Perry
NOTARY PUBLIC

My Commission Expires:
August 10, 1991

Residing at: Salt Lake City, Utah



STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing Deed of Trust With Assignment of Rents and Security Agreement was acknowledged to me this 28th day of September, 1989, by KEM C. GARDNER, President of The Boyer Company, the General Partner of BOYER-OGDEN MEDICAL ASSOCIATES, a Utah limited partnership.

Christina Perry
NOTARY PUBLIC

My Commission Expires:
August 10, 1991

Residing at: Salt Lake City, Utah



389:090689K

EXHIBIT A

Phase 1

A part of the Southeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U. S. Survey:

Beginning at a point 1265.67 feet North 0°26'00" East along the East line of said Section 17 and 354.61 feet North 89°34'00" West from the Southeast corner of said Section 17; and running thence South 72°24'35" West 5.00 feet; thence South 17°35'25" East 23.39 feet; thence North 72°24'35" East 35.00 feet; thence North 17°35'25" West 25.00 feet; thence North 72°24'35" East 150.63 feet; thence North 0°26'00" East 77.52 feet; thence South 72°24'35" West 23.32 feet; thence North 17°35'25" West 28.68 feet; thence North 89°34'00" West 67.63 feet; thence South 0°26'00" West 21.37 feet; thence South 72°24'35" West 59.28 feet; thence South 17°34'00" East 3.87 feet; thence South 72°24'35" West 51.08 feet to a point North 17°35'25" West from the Northeast corner of the existing MRI Building; thence South 17°35'25" East 100.75 feet, more or less, along the Easterly wall of said MRI Building to the point of beginning.

Contains approximately 0.479 Acre or 20,879 Square Feet.

KCJ
KCS