

WHEN RECORDED, MAIL TO:

Deseret First Credit Union
147 North 200 West
Salt Lake City, UT 84103
15446-9 001

7201169
20233684

Space above this line is for recorder's use only.

TRUST DEED

7201169
12/23/98 4:33 PM 10.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY: R JORDAN , DEPUTY - WI

THIS TRUST DEED is made this 11th day of December, 1998

between MKS SERVICES, L.L.C., A UTAH LIMITED LIABILITY COMPANY, BY: MICHAEL T. MOSS,
MANAGER, as Trustor, whose address is 560 S 300 E SALT LAKE CITY UT 84111

DAVID A MCPHIE, ATTORNEY, as Trustee, * and

Deseret First Credit Union, as Beneficiary.

THIS TRUST DEED is in regards to a loan between said Beneficiary and Larry J. Foote; in conjunction with a Promissory Note, signed by above Trustor, and Exchange And Warehousing Agreement, signed by Larry J. Foote and above Trustor. Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property situated in SALT LAKE County, Utah:

COMMENCING 5 RODS WEST FROM THE SOUTHEAST CORNER OF LOT 1, BLOCK 5, PLAT G, SALT LAKE CITY SURVEY; THENCE WEST 82 FEET; THENCE NORTH 10 RODS; THENCE EAST 82 FEET; THENCE SOUTH 10 RODS TO THE POINT OF BEGINNING.

PARCEL NO: 09-32-459-015

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto now or hereafter used or enjoyed with said property, or any part thereof;

FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of \$ 364000.00, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and payment of any sums expended or advanced by Beneficiary to protect the security thereof.

Trustor agrees to pay all taxes and assessments on the above property, to pay all charges and assessments on water or water stock used on or with said property, not to commit waste, to maintain adequate fire insurance on improvements on said property, to pay all costs and expenses of collection (including Trustee's and attorney's fees in event of default in payment of the indebtedness secured hereby) and to pay reasonable Trustee's fees for any of the services performed by Trustee hereunder, including a reconveyance hereof.

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

MKS SERVICES, L.L.C., A UTAH LIMITED LIABILITY COMPANY

Michael T. Moss
By: MICHAEL T. MOSS, MANAGER

STATE OF UTAH } ss.
COUNTY OF SALT LAKE

On the 11th day of December, 1998, personally appeared before me MKS SERVICES, L.L.C., A UTAH LIMITED LIABILITY COMPANY, BY: MICHAEL T. MOSS, MANAGER, the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.



Mary Lou Webster
Notary Public

My Commission Expires: 8-19-99

Residing at: SK County, UT

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

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