EXHIBIT C

After recording, please return to: Daines & Wyatt, LLP 108 North Main Logan, UT 84321

DEED OF TRUST

Ent 923567 8k 1421 Pg 780
Bate 17-Aug-2006 10:228N Fee \$0.00
Michael Gleed, Rec. - Filed By SP
Cache County, UT
For MORTHERN TITLE COMPANY

THIS DEED OF TRUST, is dated this 16th day of August 2006, between CITY OF NORTH LOGAN, a Utah municipal corporation, whose address is 2076 North 1200 East, North Logan, Utah 84341 (hereinafter "Trustor") and NORTHERN TITLE COMPANY, INC., a Utah Corporation, located at 11 W. Center, Logan, Utah 84321 (hereinafter "Trustee") and CNH PROPERTIES, L.C., whose address is 1342 East 2200 North, North Logan, Utah 84341 (hereinafter "Beneficiary").

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

That part of the Southeast Quarter of the Northeast Quarter of Section 24, Township 12 North, Range 1 East, lying North of the South line of Green Canyon Road, subject to the right-of way beginning at the center of said Northeast Quarter and thence South 709 feet to Canyon Road, thence East 20 feet, thence North 709 feet to a point 20 feet East of beginning, thence West 20 feet to beginning, EXCEPTING beginning 172 feet North of intersection of center line of said road and East line of said Northeast Quarter and thence North 167.5 feet, thence West 130 feet, thence South 167.5 feet, thence East 130 feet to beginning. Net 19.5 acres more or less subject to 30 foot right-of-way with East line beginning at the Southeast corner of said exception and thence South 172 feet to the North line of said road.

TOGETHER with all buildings, fixtures and improvements thereon and all water rights, rights-of-ways, easements, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof;

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of \$147,759.78, made by Trustor, payable to the Beneficiary or order at the times, in the manner and with interest as therein set forth, and with the final payment due on the _____ day of August 2007, and any extensions and/or renewals or modifications thereof; and (2) the performance of each agreement of Trustor herein contained.

A. TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES: To keep the property in good condition and repair; to comply with all laws,

covenants and restrictions affecting said property; and not to commit or permit waste thereof.

B. IT IS MUTUALLY AGREED THAT:

- 1. The failure of Trustor to pay any obligation, as required, under the promissory note first referenced above shall constitute an event of default under this Deed of Trust and, if not cured within 15 days, Trustor promises and agrees to pay a "late charge" of one half of one percent (0.50 %) of the overdue payment of principal and interest as stated in the promissory note.
- 2. The fixtures and equipment affixed to and used and enjoyed in connection with the real property herein or any part thereof constitute permanent fixtures thereof and that such fixtures and equipment will not be severed and removed from said real property without the written consent of the Beneficiary and written conveyance thereof by the Trustee and shall be deemed part of the realty.
- 3. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay trustee's fees for any of the services mentioned in this paragraph.
- 4. The entering upon and taking possession of said property, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- 5. The discontinuance or failure on the part of the Beneficiary promptly to 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.

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6. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county

wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

- After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold, at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest as herein provided from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.
- 8. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this trust Deed in the manner provided by law for the foreclosure of mortgage on real property and Trustor agrees to pay Beneficiary, or trustee, whichever may be the plaintiff in said foreclosure suit, the costs of said suit and a reasonable sum for attorney's fees, whether said suit be brought to a decree or not, and all such further sums, if any, as Beneficiary or Trustee shall have paid for procuring an abstract or other evidence of the title of said premises subsequent to the date of this Trust Deed and also a reasonable fee for Trustee. All moneys herein agreed to be paid shall be secured hereby.
- 9. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county; in which said property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made as provided by law.

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- This Trust Deed shall apply to inure to the benefit of, and bind all parties 10. hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledge, of the note secured hereby. In this Trust Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.
- This Trust Deed shall be construed according to the laws of the State of 12. Utah.
- 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.
- The Trustor acknowledges that full disclosure has been made of the terms 14. of the loan and the finance charge.

The City of North Logan

STATE OF UTAH)
		:ss.
County of	CACHE)

DAVID B. FREEMAN West Center Street Logan, Utah 84321 Commission Expire:

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On this 16th day of August 2006, personally appeared before me Cary Watkins, the signer of the within Deed of Trust, who duly acknowledged to me that he executed

the same.

Notary Public

