

REAL ESTATE DEED OF TRUST FOR UTAH AND NEVADA

THIS DEED OF TRUST is made and entered into by and between the undersigned

DON J. BORUP

EVELYN J. BORUP, his wife

residing in BOX ELDER County UTAH whose post office address  
is 53 EAST 800 NORTH TREMONTON UTAH 84387

as trustor(s) herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, a Government agency, 125 South State Street, Room 5434 Federal Building, Salt Lake City, Utah 84138, as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, as beneficiary, herein called the "Government," and

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>
<u>June 27, 1981</u>	<u>\$268,000</u>
<u>March 5, 1982</u>	<u>\$ 60,000</u>

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949 or any other statutes administered by the Farmers Home Administration;

And it is hereby covenanted and agreed that among other things, at all times when this note is held by the Government or any assignee thereof, the Government should assign this instrument without insurance of the same, through its agent, to the extent of the advance and shall secure any FUTURE ADVANCES by the Government to the Borrower by the same instrument, and the instrument shall be amended to include such future note(s) when the note is held by the Government or any assignee thereof, and the instrument shall be attached to the deed or deed of trust to secure the Government against loss under its insurance commitment to the Borrower;

And this instrument also secures the repayment of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. 614907.

NOW, THEREFORE, in consideration of the loan(s) Borrower has heretofore granted, granted, sold, conveyed, and assigned, and the following described property owned in the State of Utah, Nevada, County of

BOX ELDER

909748  
MAY 1982  
DON J. BORUP  
EVELYN J. BORUP

... the Government, assign or have assigned to it, or to any other person, any right, title or interest in any real or personal property, or any right, title or interest in any contract, or any right, title or interest in any franchise, or any right, title or interest in any license, or any right, title or interest in any patent, or any right, title or interest in any trademark, or any right, title or interest in any copyright, or any right, title or interest in any other right or interest in any property, or any right, title or interest in any contract, or any right, title or interest in any franchise, or any right, title or interest in any license, or any right, title or interest in any patent, or any right, title or interest in any trademark, or any right, title or interest in any copyright, or any right, title or interest in any other right or interest in any property...

... Borrower is assigned to service as well immediately on request of the Government, assign or have assigned to it, or to any other person, any right, title or interest in any real or personal property, or any right, title or interest in any contract, or any right, title or interest in any franchise, or any right, title or interest in any license, or any right, title or interest in any patent, or any right, title or interest in any trademark, or any right, title or interest in any copyright, or any right, title or interest in any other right or interest in any property...

... This instrument shall be subject to the present regulations of the Farmer Home Administration, and to any future regulations of the Government, with the express provision hereof.

... Certain other records shall be sent by certified mail, unless otherwise required by law, and addressed, unless otherwise stated, to the address stated above and in the case of Borrower, at the address shown to the Farmer Home Administration, Kansas City records (which normally will be the same as the post office address shown above).

... These tax and land payment, of all arduities hereby secured and the performance and discharge of each and every condition, agreement and obligation, contained or otherwise, contained herein or secured hereby, the Government shall release, release as a security and deliver to Borrower, in Borrower's address a full reconveyance of the property within 90 days after maturity hereof, and Borrower hereby waives the benefits of all laws requiring earlier execution or delivery of such reconveyance.

... If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the instrument which can be given effect without the invalid provision or provisions, and to that end the provisions hereof are declared to be severable.

WITNESS the hand(s) and seal(s) of Borrower this 5th day of MARCH 1932

*[Signature]*  
DON W. BORUP (Seal)  
*[Signature]*  
EVELYN J. BORUP (Seal)

ACKNOWLEDGMENT

NOTARY PUBLIC

Subscribed and sworn to before me this 5th day of March, 1932, personally appeared DON W. BORUP and EVELYN J. BORUP, his wife the signed(s) of the above named party(ies) acknowledged to me that THEY executed the same.

*[Signature]*  
Notary Public, residing at Garland, Utah

My commission expires 1932

STATEMENT TO THE REAL ESTATE COMMISSION

The following described property is situated in Box Elder County, Utah:

Beginning at a point 639.5 feet South said point also described as 639.5 feet South and 699 feet West of the Northeast Corner of Section 10, Township 11 North, Range 3 West, SLM. (Said point being the South line of the ... property and the Northeast Corner of the Gordon G. Brown ... thence South 150 feet, thence East to the Southeast Corner of ... South 20 feet, thence East 70 feet, thence North 170 feet, more or less to a point 20 feet East of the point of beginning, thence West 20 feet to beginning.

Beginning at a point 749 feet West and 639.5 feet South of the Northeast Corner of Section 10, Township 11 North, Range 3 West, SLM, said point being on the East line of a city street known as 1st East Street and on the South line of the J. C. Burgess property, and running thence East 85 feet, thence South 185 feet, thence West 85 feet, thence North 185 feet to the point of beginning.

Beginning at a point 639.5 feet South and 664 feet West of Northeast Corner of Section 10, Township 11 North, Range 3 West, SLM; running thence South 185 feet, thence East 65 feet, thence North 185 feet, thence East 65 feet to the point of beginning.

is made for the purpose of adding to such Deed of Trust the following provisions:

The property described herein was obtained or improved through Federal financial assistance. This property is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and the regulations issued pursuant thereto for so long as the property continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the purchaser owns it, whichever is longer.

This instrument also secures the obligations and covenants of Borrower set forth in the Borrower's Loan Resolution of February 9, 1982, which is hereby incorporated herein by reference.

The Borrower and any Successors in Interest agree to use the proceeds for the purpose of housing people eligible for occupancy as provided in Section 502 of Title V of the Housing Act of 1949 and HUD regulations thereunder during this 20 year period beginning February 9, 1982. No person occupying the housing shall be required to vacate prior to the close of such 20 year period because of early repayment. The borrower understands that should an event-aided project be converted to subsidized within 15 years from the date the last loan on the project is closed, that the period will be increased by 5 years. The borrower will be released during such period from these obligations only when the Government determines that there is no longer a need for such housing or that Federal or other financial assistance provided to the residents of such housing will no longer be provided. A tenant may seek enforcement of this provision as well as the Government.

which the said instrument hereby incorporated into such Deed of Trust as it did herein.

Best Copy Available

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In witness whereof, the Trustors have executed this Supplement to the Real Estate Deed of Trust this \_\_\_\_\_ day of March, 1982.

*[Signature]*  
DON J. BORUP

*[Signature]*  
EVELYN J. BORUP