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 8/26/2008 3:07:00 PM \$14.00  
 Book - 9637 Pg - 9233-9235  
 Gary W. Ott  
 Recorder, Salt Lake County, UT  
 MONUMENT TITLE INS. CO.  
 BY: eCASH, DEPUTY - EF 3 P.

## WHEN RECORDED, RETURN TO:

SALT LAKE COUNTY  
 2001 South State S2100  
 Salt Lake City, Utah 84190  
 ATTN: Randy Jepperson

Space Above This Line for Recorder's Use

**DEED OF TRUST**

THIS DEED OF TRUST is made this 21st day of AUGUST, 2008, by COMMUNITY DEVELOPMENT CORPORATION OF UTAH, whose address is 501 East 1700 South, Salt Lake City, UT 84105, as TRUSTOR, to MONUMENT TITLE INSURANCE, INC., whose address is 6975 S. Union Park Center #490, Cottonwood Heights, UT 84047, as TRUSTEE, and SALT LAKE COUNTY, whose address is 2001 South State, S2100, Salt Lake City, Utah 84190, as BENEFICIARY.

TRUSTOR hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE the following described property situated in Salt Lake County, Utah:

Description: SEE ATTACHED EXHIBIT "A"

Address: 2892 SOUTH 9000 WEST, MAGNA UT 84044      Parcel Number: 14-30-210-021

TOGETHER WITH all right, title, and interest of TRUSTOR in and to all buildings, fixtures, and improvements now located or to be erected or placed on the above described real property, and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges, franchises, rights, appendages, and appurtenances belonging or pertaining to all such real property (collectively, the AProperty@).

## FOR THE PURPOSE OF SECURING:

- A. The payment of all indebtedness owing from TRUSTOR to BENEFICIARY evidenced by a Promissory Note of the same date as this Deed of Trust, for the principal sum of \$132,035.68 (One Hundred Thirty Two Thousand Thirty Five Dollars and 68/100) made by TRUSTOR and payable to the order of BENEFICIARY (the ANote@);
- B. The performance of all obligations of TRUSTOR under the Note and under this Deed of Trust;
- C. The payment of all sums, including outstanding principal and interest, expended or advanced by BENEFICIARY under this Deed of Trust, the purpose of which is to secure the payment of the Note;
- D. The performance of each covenant and agreement of TRUSTOR contained in this Deed of Trust and in any modification or amendment of this Trust Deed.

**COVENANTS AND AGREEMENTS**

10 TRUSTOR covenants and agrees to make prompt payments of principal and interest as set forth in the Note, to pay promptly all other sums due, and to perform each and every agreement and condition contained in the Note and this Deed of Trust;

2. If TRUSTOR defaults in the payment of any principal and interest owed, or in the performance of any obligation, covenant, or agreement under the Note or this Deed of Trust, the BENEFICIARY may declare, at its option and without notice or demand, the entire principal balance and accrued interest immediately due and payable.

3. TRUSTOR agrees to pay all taxes, special assessments, water and sewer rents or assessments, and all other charges imposed by law upon or against the Property; to keep the Property in good condition and repair, and not to commit waste; to maintain fire and hazard insurance on the Property in amounts adequate to protect the value of the Property; to allow BENEFICIARY and its authorized representatives to enter and inspect the Property with reasonable notice and at reasonable times; to pay all costs and expenses of collection in the event of default, including environmental assessment costs, and reasonable attorney=s fees; and reasonable fees for any services performed by the TRUSTEE, including reconveyance.

4. If the TRUSTOR sells or transfers all or any part of the Property, excluding the creation of a lien or encumbrance subordinate to this Deed of Trust or the creation of a purchase money security interest for household appliances, without BENEFICIARY=s written consent, BENEFICIARY may declare the entire principal balance and accrued interest immediately due and payable.

5. Failure by BENEFICIARY to insist upon the strict performance of any provision or to exercise any right or remedy under the Note or this Deed of Trust shall not constitute a waiver. No covenant, agreement, term, or condition in the Note or this Deed of Trust, may be waived, altered, or modified except in writing by BENEFICIARY.

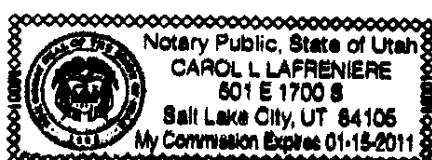
IN WITNESS WHEREOF, this Trust Deed has been executed by TRUSTOR as of the day and year first above written.

TRUSTOR  
COMMUNITY DEVELOPMENT CORPORATION  
OF UTAH

  
BY: DARIN BRUSH, EXECUTIVE DIRECTOR

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

On the \_\_\_\_\_ day of AUGUST, 2008, personally appeared before me DARIN BRUSH, EXECUTIVE  
DIRECTOR OF COMMUNITY DEVELOPMENT CORPORATION OF UTAH, the signer(s) of the foregoing  
Deed of Trust, who duly acknowledged to me that he/she/they executed the same.



  
Carol Lafreniere  
Notary Public  
Residing in Salt Lake County

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COURTESY RECORDING  
This document is being recorded  
solely as a courtesy and as an  
accommodation only to the parties  
named therein. Monument Title  
Insurance, Inc. of Utah hereby  
expressly disclaims any responsi-  
bility or liability for the accuracy  
thereof.

No.: 00012143

EXHIBIT "A"

Parcel

14-30-210-021

Commencing 1292 feet East and South 0°52' East 1184.85 feet from the North one-quarter corner of Section 30, Township 1 South, Range 2 West, Salt Lake Meridian, and running thence South 0°52' East 25 feet South 88°53' West 141 feet; thence North 0°52' West 25 feet; thence North 88° 53' East 141 feet to the beginning, being Lot 1, Block 7, Chambers Park.