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 5/14/2009 4:29:00 PM \$12.00
 Book - 9723 Pg - 2267-2268
 Gary W. Ott
 Recorder, Salt Lake County, UT
 BACKMAN TITLE SERVICES
 BY: eCASH, DEPUTY - EF 2 P.

WHEN RECORDED MAIL TO:
 1495 East 3300 South
 Salt Lake City, UT 84106

5-045873

DEED OF TRUST (With Assignment of Rents)

This Deed of Trust made this 11th day of May, 2009, between MS2 Residential 1, LLC, as TRUSTOR(s), whose address is 298 Regent Park Court, Midvale, UT 84047, Backman Title Services, a Utah Limited Liability Company, as TRUSTEE, and, Progressive Development, Inc. its successors and/or assigns of the city of Salt Lake City, the State of Utah, as BENEFICIARY, Witnesses: That Trustor(s) CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property, situated in Salt Lake County, STATE OF Utah:

Beginning 17 rods North of the Southeast Corner of Lot 1, Block 83, Plat "C", Salt Lake City Survey, and running; thence West 10 rods; thence North 3 rods; thence East 10 rods; thence South 3 rods to the point of beginning, situate in Salt Lake City, state of Utah

Said property is also known by the street address of: 437 North 700 West, Salt Lake City, Utah 84116

Tax id: 08-35-277-018

For Information Only

Property address: 437 North 700 West, Salt Lake City, Utah 84116

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rent, 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 dated May 11th, 2009, in the principal sum of \$68,000 payable to the order of Beneficiary at the times, in the manner and with interest US therein set forth and payment of any sums expended or advanced by Beneficiary to protect the security thereof.

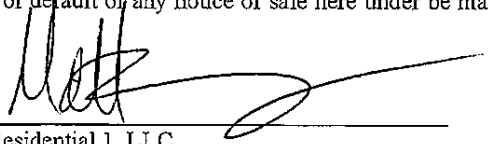
Trustor agrees to pay all taxes and assessments on the above property, to pay all charges and assessments on water or water stock used on or with said property, not to commit waste, to maintain adequate fire insurance on improvements on said property, to pay all costs and expenses of collection (including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

As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, profits of the property affected by this Trust Deed and of any personal property located thereon. 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 all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be constructed 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 Trust Deed to any such tenancy, lease or option.

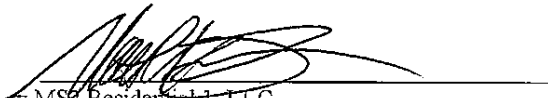
As additional security Matthew Strong and Matthew Storheim agree to act as personal guarantor(s) of the security instrument that is secured by this trust instrument.

The security instrument that is secured by this trust instrument will be due in full upon the sale of the herein described real property and any transfer or sale of said real property shall cause the Trustor to be in default of the security instrument secured hereby.

The undersigned Trustors, request that a copy of any notice of default or any notice of sale here under be mailed to them at the address hereinbefore set forth.



MS2 Residential 1, LLC
By: Matthew Strong
Its: Managing Partner



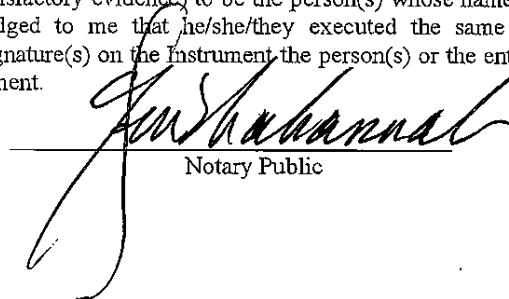
MS2 Residential 1, LLC
By: Matthew Storheim
Its: Managing Partner

STATE OF Utah)
COUNTY OF SALT LAKE) ss

On MAY 11, 2009 before me, KEVIN MAHANNAH

personally appeared MATTHEW STRONG AND MATTHEW STORHEIM, MANAGING PARTNERS
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same In
his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity
upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public

