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1/21/2010 2:42:00 PM \$14.00  
Book - 9798 Pg - 5366-5368  
Gary W. Ott  
Recorder, Salt Lake County, UT  
MONUMENT TITLE INS. CO.  
BY: eCASH, DEPUTY - EF 3 P.

When Recorded, Mail to:  
Community Development Corp. of Utah  
501 East 1700 South  
Salt Lake City, Utah 84105

Space Above This Line for Recorder's Use

**OWN IN SALT LAKE TRUST DEED**

THIS TRUST DEED is made this 21 day of January, 2010, between

Robert Sanders SINGLE MAN as Trustor, whose address is:  
Name

2513 South Bryant Drive  
Street and Number

Magna, Utah 84044  
City, State, and Zip Code

MONUMENT TITLE INSURANCE as Trustee\*,  
(Title Company/Escrow Agent)

and SALT LAKE COUNTY as Beneficiary.\*\* (hereinafter called the "CDC: as administrator)

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

*\*\*Note: Should the CDC no longer be operating as a private, non-profit agency within the State of Utah, then all rights and obligations shall be assigned to the Salt Lake County, which shall assume all rights as Beneficiary in lieu of the CDC.*

Trustor hereby conveys and warrants to trustee in trust, with power of sale, the following described property situated in Salt Lake County, Utah:  
(Insert Legal Description of Property)

**Lot 58, Green Meadow Estates No. 2, according to the official plat thereof, on file and record in the Salt Lake County Recorder's Office**

**Tax ID: 14-20-428-010**

together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditament, 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 **\$6,200.00 (Six Thousand Two Hundred and 00/100 dollars)** payable to the order of Beneficiary at the times, in the manner, and with the interest as therein set forth, and payment of any sums expended or advanced by Beneficiary to protect the security hereof.

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 on improvements on said property, to pay all costs and expenses of collection (including Trustee's and attorney's fees in event of default of payment of the indebtedness secured hereby and to pay reasonable Trustee's fees for any services performed by trustee hereunder, including a reconveyance hereof. Not to sell, convey, dispose, rent, lease, or make any inter vivos transfer of the premises or any part thereof, or to vest the title thereto in any other person or persons in any manner whatsoever, or to encumber said property or any part thereof or any interest therein. In the event that the Trustor becomes insolvent, bankrupt, either voluntarily or involuntarily, or makes a general assignment for the benefit of creditors, or if any proceeding for enforcement of a judgement or writ or order of attachment against the property of the Trustor or petition of relief or readjustment of indebtedness filed by Trustor, such action shall constitute a default under the terms of this instrument and the Note it secures. In the event the Trustor defaults or undertakes any such act or agrees to undertake any act prohibited by this paragraph without written consent of the Beneficiary first obtained, such undertaking or agreement to undertake shall constitute a default under the terms of this instrument and the Note it secures, and the Beneficiary may cause the same to be foreclosed, and the premises sold, according to law and the provisions thereof. The differed loan/grant funds provided by the Grantor shall be repaid by the Grantee(s), in full, if the Grantee(s) sell, exchange, transfer title, obtain a second mortgage, decide to refinance for any reason other than to reduce their interest rate to lower their monthly payment (nor combining a first and second mortgage where equity was taken out) or cease using the purchased property as their primary residence within 15 years from the date of closing. CDC will not subordinate to any cash out/equity refinance.

**Subordination:** Beneficiary and Trustor acknowledge and agree that this Trust Deed is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Deed of Trust and to all advances heretofore made or which may hereafter be made pursuant to the First Deed of Trust including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Deed of Trust, curing defaults by the Trustor under the First Deed of Trust or for any other purpose expressly permitted by the First Deed of Trust or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. The terms and provisions of the First Deed of Trust are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the First Deed of Trust, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Trustor's ability to sell the Property shall have no effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns (other than the Trustor or a related entity of the Trustor), receiving title of the Property through a foreclosure or deed in lieu of foreclosure of the First Deed of Trust shall receive title to the Property free and clear from such restrictions.

Further, if the Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Trust Deed shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Mortgagee has been given written notice of a default under the First Deed of Trust and (ii) the Mortgagee shall not have cured the default under the First Deed of Trust, or diligently pursued curing the default as determined by the Senior Lien Holder, within the 60-day period provided in such notice sent to the Beneficiary

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.

Robert Sanders  
Trustor: Robert Sanders

STATE OF UTAH }  
                              } SS.  
COUNTY OF SALT LAKE }

On the 21<sup>st</sup> day of January, 20 10, personally appeared

Before me Robert Sanders \_\_\_\_\_,

the signer of the foregoing instrument, who duly acknowledged to me that <sup>he</sup> they executed the same.

Joy D. Jordan  
Notary Public

(STAMP)

