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Gary W. Ott
Recorder, Salt Lake County, UT
GUARDIAN TITLE
BY: eCASH, DEPUTY - EF 8 P.

WHEN RECORDED MAIL TO:
Salt Lake City Corporation
Community Development
451 South State Street, Room 406
Salt Lake City, UT 84111

Space Above This Line For Recorder's Use

TRUST DEED
With Assignments of Rents
(PRIMA DONNA HOLDINGS, LLC)

THIS TRUST DEED, made September 8, 2010, between PRIMA DONNA HOLDINGS, LLC, as TRUSTOR, whose address is 2205 Snow Basin Circle, Sandy, Utah 84093, Laura Kirwan, Attorney-at-Law, as TRUSTEE, and Salt Lake City Corporation, as BENEFICIARY, whose address is Housing and Neighborhood Development, 451 South State, Room 406, PO Box 145488, Salt Lake City, Utah 84114-5488.

WITNESSETH:

That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST WITH POWER OF SALE, the following described property, situated in SALT LAKE COUNTY, STATE OF UTAH:

Beginning at a point on the West line of 300 East Street, said point being North 0°02'10" West 39.04 feet along the West line of the 300 East Street right of way from the Southeast corner of Lot 7, Block 55, PLAT "A", SALT LAKE CITY SURVEY, said point of beginning also being South 0°02'38" East 359.31 feet along the 300 East Street monument line and South 89°58'19" West 64.05 feet from a street monument found at the intersection of 200 South Street and 300 East Street, and running thence South 89°58'19" West 148.73 feet; thence North 0°02'10" West 39.04 feet; thence North 89°58'19" East 148.73 feet to the West line of said 300 East Street right of way; thence South 0°02'10" East 39.04 feet along the West line of said 300 East Street right of way to the point of beginning.

Parcel Number: 16-06-179-009

Street address: 236 South 300 East, Salt Lake City, Utah 84111

Subject to all easements, encumbrances and rights of way of record, or enforceable at law or in equity.

GT 10-3365-1

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits;

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by a Promissory Note of even date herewith, hereinafter "the Note," and as it may be amended from time to time only with approval of the Trustor, in the principal sum of \$100,000.00 made by Prima Donna Holdings, LLC, a Utah limited liability company, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained, including that Loan Agreement between Prima Donna Holdings, LLC, and Salt Lake City Corporation of even date herewith; (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or his successors or assigns, or to Prima Donna Holdings, LLC, or its successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

This Trust Deed is further for the purpose of securing payments to the Beneficiary from Prima Donna Holdings, LLC, as more fully set forth in that Loan Agreement of even date herewith between Prima Donna Holdings, LLC, and Salt Lake City Corporation.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general; and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing said property, Trustor further agrees to allow Beneficiary to inspect said property at all times. Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. To authorize the Beneficiary, at its sole option, to obtain insurance coverage to protect its interest in the property and to add the cost of the insurance premium and any premium finance charge to the loan account balance in the event that the insurance purchased by Trustor is canceled or terminated during the term of the loan. To further allow the Beneficiary to provide its insurer with the necessary information for verification of coverage. In the event insurance charges are added to the loan, the Trustor authorizes the Beneficiary to increase the amount of

the loan and note and Trustor agrees to pay the amounts so added. The Trustor acknowledges that any insurance placed on the property by the Beneficiary is for the protection of the Beneficiary and is not intended to protect the Trustor's interest in the property. Any proceeds received from insurance coverage shall first be used to pay the indebtedness owned to the Beneficiary, and the balance, if any, shall be used to repair or restore the property.

3. To deliver to, pay for and maintain with beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges or water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust.

6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including cost of evidence of title, employ counsel, and pay his reasonable fees.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of eighteen percent (18%) per annum until paid, and the repayment thereof shall be secured hereby.

8. Not to sell, convey, dispose, assign, 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.

9. In the event that the Trustor becomes insolvent, bankrupt, either voluntary or involuntary (where not dismissed within 120 days of filing of such a petition), or makes a general assignment for the benefit of creditors, or if any proceeding for enforcement of a

judgment or writ or order of attachment against the property of the Trustor for more than \$10,000, 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 hereof. Any default by Trustor on that Loan Agreement, or on the Note, of even date herewith between Trustor herein and Salt Lake City Corporation, shall constitute a default hereunder.

IT IS MUTUALLY AGREED THAT:

10. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation awards, and other payments or relief therefore, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

11. As additional security, Trustor hereby assigns Beneficiary, during the continuance of this trust, all rents, issues, royalties, and profits of the property affected by this Trust Deed and of any personal property located thereon. Until Borrower 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 Borrower 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 preclude Beneficiary's right to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed 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.

12. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of

operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

13. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, 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 to the extent that such moneys received by the Beneficiary are insufficient to satisfy the outstanding indebtedness under the Note.

14. The failure on the part of Beneficiary to promptly 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.

15. 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.

16. After the lapse of such time as may then be required by lapse 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 (but 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 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 at 18% per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the

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.

17. 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 mortgages on real property and Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the Court.

18. Upon payment in full of the Note, Trustee shall reconvey the property secured hereby to Trustor as provided by Utah statutes.

19. 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 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 in the manner provided by law.

20. This Trust Deed shall apply to, inure to the benefit of, and bind all parties 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 requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

21. 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.

22. This Trust Deed shall be construed according to the laws of the state of Utah.

23. 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.

TRUSTOR:

PRIMA DONNA HOLDINGS, LLC, a Utah limited liability company

By: KENT PROPERTIES, LLC, a Utah limited liability company

Diana Kent
DIANA KENT
Its: MANAGING MEMBER

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

The foregoing instrument was acknowledged before me *Sept. 8*, 2010, by Diana Kent, Managing Member of Kent Properties, LLC, a Utah limited liability company.

Cori L. Richins
NOTARY PUBLIC
Residing at *SLCO, UT*

My commission expires: *1-2-2012*



By: LISACORP, Inc., a Utah corporation

Lisa D'Elia
LISA D'ELIA
Its: PRESIDENT

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

The foregoing instrument was acknowledged before me *Sept. 8*, 2010, by Lisa D'Elia, President of LisaCorp, Inc., a Utah corporation.

Cori L. Richins
NOTARY PUBLIC
Residing at *SLCO, UT*

My commission expires: *1-2-2012*
Trust Deed: 3-19-04



STATE OF UTAH

COUNTY OF SALT LAKE

On the 8th day of September, 2010, personally appeared before me DIANA KENT, the Managing Member of KENT PROPERTIES, LLC, a Utah limited liability company, and LISA D'ELIA, President of LISACORP, INC., a Utah corporation, who being by me duly sworn did say, that the said KENT PROPERTIES, LLC, a Utah limited liability company, and LISACORP, INC., a Utah corporation are the Members of PRIMA DONNA HOLDINGS, LLC, and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority; and that the said DIANA KENT is the duly authorized Managing Member of KENT PROPERTIES, LLC, a Utah limited liability company and that said document was signed on behalf of said limited liability company by authority, and said DIANA KENT duly acknowledged to me that said limited liability company executed the same as a Member of PRIMA DONNA HOLDINGS, LLC.; and that LISA D'ELIA is the duly authorized President of LISACORP, INC., a Utah corporation and that said document was signed in behalf of said corporation by authority of a resolution of its board of directors and said LISA D'ELIA duly acknowledged to me that said corporation executed the same as a Member of PRIMA DONNA HOLDINGS, LLC.

Cori L. Richins

Notary Public

Commission Expires: 1-2-2012

Residing at: SLC, UT

