

When Recorded, Mail To
DESERET FIRST CREDIT UNION
147 NORTH 200 WEST
SALT LAKE CITY, UT 84103
Account # 17046.5 (004)
Attention: Joy

RETURNED
MAY 13 2003

E 1865356 B 3289 P 905
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2003 MAY 13 1:15 PM FEE 20.00 DEP MEC
REC'D FOR FIRST AMERICAN TITLE CO OF UTA

ATE 4121711

TRUST DEED

(With Assignment of Rents)

THIS TRUST DEED, made this May 9, 2003, between Gary Brian Porter and Debra C. Porter, husband and wife as joint tenants with full rights of survivorship, as TRUSTOR, whose address is 122 West Rosewood Circle, Centerville, UT 84014 and Deseret First Credit Union as TRUSTEE, and Deseret First Credit Union, as BENEFICIARY,

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described real property, situated in Davis County, State of Utah:

Legal Description: See Exhibit "A"
Parcel No: 02-113-0004 ✓
Subject Address: 122 West 1475 North, Centerville, UT 84014

TOGETHER WITH all buildings and improvements now or hereafter erected or used on the above described real property, and all vacated alleys and streets abutting the same, and all easements, rights of way, rents, issues, profits, income, royalties, mineral, oil and gas rights and profits, water rights, water stock, and all fixtures, equipment, building materials, appliances, tangible personal property and goods of every nature whatsoever now or hereafter located in or on, or used or intended to be used in connection with said real property, including without limitation those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all plumbing, water heaters, sinks, storm windows and doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, paneling, rugs, attached floor coverings, telephone equipment, trees and plants, fences, security systems and outdoor lighting, and all tenements, hereditaments, privileges and appurtenances thereto belonging; all of which, including replacements for, accessions, modifications, and additions thereto, shall be deemed a part of said real property and which, together with said real property, are hereafter collectively referred to herein as the "property."

The foregoing conveyance in trust shall also be deemed to be a grant of a security interest in any personal property interests hereinafter described, and in all of the foregoing items which constitute personal property or fixtures or any other property which is subject to the Uniform Commercial Code for the State of Utah or to any common law with respect to pledges, security interests, assignments, chattel mortgages and similar rights; said grant also creating such pledge, security interest, assignment, chattel mortgage, or similar lien interest or right. This Deed of Trust also is a security agreement for all of the foregoing purposes and for the purpose of granting a security interest in and assigning and pledging for security all of the items which are described in Exhibit B which is attached hereto and incorporated herein by this reference.

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness and all other lawful charges evidenced by a promissory note of even date (the "Note"), in the principal sum of \$304,000.00 made by Trustor, payable to the order of Beneficiary, in the manner and with interest as therein set forth, and any extensions, renewals, modifications, or consolidations thereof; (2) the performance of each agreement of Trustor contained in this Trust Deed, the Note, and (if this is a construction loan) the construction loan agreement executed contemporaneously with this Trust Deed; (3) the payment of such additional loans or advances as Beneficiary may hereafter make to Trustor, and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms of this Trust Deed, the Note, or the construction loan agreement, together with interest thereon as herein provided.

Trustor covenants and warrants to Beneficiary that Trustor is lawfully seized of the estate hereby conveyed and has the right to grant and convey this Trust Deed and the property, that the property is not encumbered except as previously disclosed in writing to Beneficiary, that the execution of this Trust Deed will not result in the breach of any agreement to which Trustor is a party or which purports to be binding on the Trustor or the property, and that Trustor will warrant and defend generally the title to the property against all claims and defenses against the property. Trustor also warrants the fitness, habitability, and quality of workmanship and materials of all improvements, whether for residential, commercial, agricultural, or other use, now or hereafter erected on the property. Trustor further warrants that Trustor has legal or public access to the property. The covenants and warranties of this paragraph shall survive a foreclosure of this Trust Deed.

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

1. **MAINTENANCE OF PROPERTY.** To keep the property in good condition and repair; not to remove or demolish any building which may exist or be constructed, 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 the property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the property in violation of law; to do all other acts which from the character or use of the 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 construction or improvements on the property, Trustor further agrees to commence construction promptly and to pursue the same with reasonable diligence to completion in accordance with the Plans and Specifications satisfactory to Beneficiary, and to allow Beneficiary to inspect the Property at all times during construction.

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. **INSURANCE.** To provide and maintain insurance against such casualties as is customarily carried on like properties or as Beneficiary may require, in an amount, not less than the unpaid balance of the Note or the insurable value, for such form, and written by a company or companies satisfactory to Beneficiary with loss payable clauses in favor of and in a form satisfactory to Beneficiary. In the event of loss or damage, Trustor shall give immediate notice to Beneficiary. Beneficiary may make proof of loss and settle and adjust all claims thereunder, applying the proceeds at its option, to reduction of the amount due hereunder, or to the restoration or repair of the property damage. Payment of such loss may be made directly to Beneficiary. In the event of the failure of Trustor to provide insurance or to maintain same, or to renew same in a manner satisfactory to Beneficiary, then Beneficiary may itself procure and maintain such insurance and charge the cost thereof to Trustor. If Trustor cannot secure insurance to provide the required coverage, this will constitute an act of default under the terms of this Trust Deed. Beneficiary shall not be required to accept or approve any policy of insurance or any renewal of an existing policy, which is not delivered to it prior to 30 days before the expiration date of existing coverage even though the same may be otherwise satisfactory to Beneficiary.

3. **TITLE INSURANCE OR ABSTRACT OF TITLE.** 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. **DEFEND TITLE.** To appear in and defend any action or proceeding purporting to affect the security hereof, the title to the 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 costs of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. **TAXES AND ASSESSMENTS.** To pay at least 10 days before delinquency all taxes and assessments affecting the property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the property; to pay, when due, all encumbrances, charges, and liens with interest (including any prior mortgages or trust deeds affecting the property) on the 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. **PAYMENTS; CHARGES.** Should Trustor fail to make any payment or to do any act as herein provided, or if any action or proceeding is commenced which materially or adversely affects Beneficiary's interest in the property (including without limitation the filing of any mechanic's or material men's liens or any building code enforcement), 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 the 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 as it may deem necessary therefore, including cost of evidence of title, employ counsel, and pay his reasonable fees. Such amounts shall become additional principal indebtedness of Trustor secured by this Trust Deed.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate set forth in the Note until paid, and the repayment thereof shall be secured hereby.

8. TRANSFER. Not to make any voluntary inter vivos transfer, conveyance, or assignment of the property or any part thereof without first obtaining the written consent of the Beneficiary. Any such transfer, conveyance, or assignment, if the Beneficiary shall not so consent, shall constitute a default under the terms of this instrument and the indebtedness it secures, and Beneficiary may declare all sums secured by this Trust Deed immediately due and payable and may cause this Trust Deed to be foreclosed, and the premises sold, according to law and the provisions hereof.

IT IS MUTUALLY AGREED THAT:

9. Should the 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 the 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.

10. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the Note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) grant any extension or modification of the terms of this loan; (e) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as "the person or persons entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

11. RENTS. As additional security, Trustor hereby assigns to Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and 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 monies 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 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. Trustor covenants, warrants, and represents that there are no hazardous or toxic wastes or contaminants upon, under or in the property and that Trustor shall keep and maintain the property free from any such wastes or contaminants. If wastes or contaminants are discovered, Trustor agrees to indemnify Beneficiary from all loss or damage including costs of cleanup, reasonable attorney's fees, court costs, expert fees, and deposition costs. Trustor understands

that Beneficiary has relied upon this covenant and representation in accepting this Trust Deed. This covenant and warranty shall survive the foreclosure of this Trust Deed or bankruptcy discharge of Trustor.

13. **DEFAULT.** 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 the property or any part thereof, and 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.

14. The entering upon and taking possession of the 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 the 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.

15. **FORBEARANCE NOT A WAIVER.** 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.

16. **TIME IS OF THE ESSENCE.** 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 the property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein the property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee the Note and all documents evidencing expenditures secured hereby.

17. **DEFAULT.** After the lapse of such time as may then be required by law 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 the 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 in the manner then prescribed by Utah law. Trustee shall execute and deliver to the purchaser its Deed conveying the 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 actually incurred by the Trustee and the Beneficiary with the minimum total of said fees not to be less than \$250.00; (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 from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the clerk of the county in which the sale took place.

18. Trustor agrees to surrender possession of the Trust property to the Purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Trustor.

19. 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 proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

20. **SUCCESSOR.** 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 the 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 the 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.

21. 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 pledgee, of the Note secured hereby. In this Trust Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

22. 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.

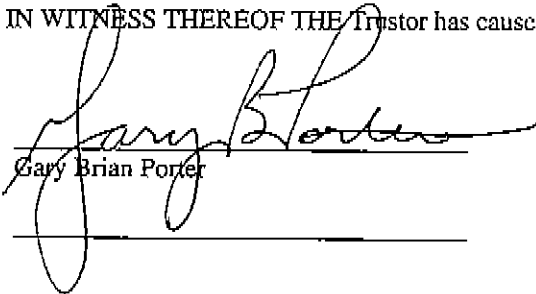
23. NOTICE. Any notice to Trustor provided for in this Trust Deed shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the property address unless Trustor designates another address in either this Trust Deed or by separate written notice to Beneficiary. Any notice to Beneficiary shall be given by first class mail to Beneficiary's address stated herein or any other address Beneficiary designates by notice to Trustor. Any notice provided for in this Trust Deed shall be deemed to have been given to Trustor or Beneficiary when given as provided in this paragraph.

24. This Trust Deed shall be construed and governed according to the laws of the State of Utah.

25. 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 herein above set forth.

26. In the event any portion of this Trust Deed is declared invalid by a court of law or by legislative enactment all other provisions not so affected shall be valid and binding upon the parties hereto.

IN WITNESS THEREOF THE Trustor has caused these presents to be executed the day and year first above written.



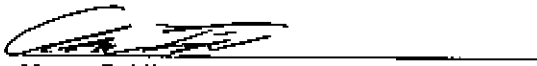
Gary Brian Porter



Debra C. Porter

STATE OF UTAH } ss.
COUNTY OF Salt Lake

On May 9, 2003, personally appeared before me, Gary Brian Porter, Debra C. Porter, the signer(s) of the above instrument, who duly acknowledged to me that he/she/they executed the same.



Notary Public
Residing at: 525 47
My Commission Expires: 8-1-05

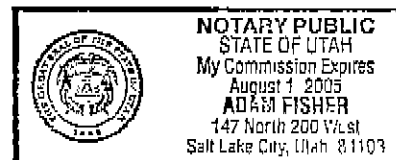


EXHIBIT "A"

Lot 4, Sunset View Estates Subdivision No. 1, a subdivision of part of Section 6, Township 2 North, Range 1 East, Salt Lake Meridian, according to the official plat thereof on file and of record in the Davis County Recorders Office. Tax ID No. 02-113-0004