



W1942196

DEED OF TRUST AND RETENTION AGREEMENT
BETWEEN
("Grantor")
 Jeffery W Stockdale and Marie Stockdale

and
BANK OF UTAH ("Trustee")
and
THE FEDERAL HOME LOAN BANK OF SEATTLE ("Beneficiary")

Dated: MAY 23, 2003

DEED OF TRUST:

Grantor assigns, grants, bargains, sells, conveys, warrants and transfers to Trustee, in trust, for the benefit of Beneficiary, with power of sale, the following described real property ("Property") in Weber County, Utah:

LOT NO. 24, NEW TOWNE SQUARE AT COLONIAL SPRINGS S.A.P. PHASE 1-1, A PLANNED UNIT DEVELOPMENT IN HARRISVILLE CITY, UTAH AS DESCRIBED AND DEFINED BY THE OWNER'S DEDICATION MAP FILED 10/17/2001 AS ENTRY NO. 1802042 IN THE RECORDS OF WEBER COUNTY 17-267-0020

Assessor's Property Tax Parcel or Account Number: 17-267-0020 F

This Deed of Trust is given to secure repayment of the Retention Amount as required under this Deed of Trust and Retention Agreement.

The Property is used primarily as Grantor's residence and is not used principally or primarily for agricultural or farming purposes.

This Agreement applies to, inures to the benefit of, and is binding not only on the parties hereto, but also on their heirs, devisees, legatees, administrators, executors, and assigns and successors.

The invalidity, illegality, or unenforceability of any provision of this Agreement pursuant to judicial decree shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect, and applicable state law shall replace such invalid, illegal or unenforceable provision to the extent possible.

E# 1942196 BK2375 PG174
DOUG CROFTS, WEBER COUNTY RECORDER
28-MAY-03 324 PM FEE \$12.00 DEP SGC
REC FOR: SURETY TITLE

RETENTION AGREEMENT:

This home was partially financed with proceeds from a grant from the Federal Home Loan Bank (FHLB) of Seattle in the amount of \$ 3,000.00 (the "Retention Amount"). In order to retain this housing as affordable housing, the following restrictions on the resale of this Property are in place:

The Federal Home Loan Bank of Seattle or Bank of Utah must be notified of any sale or refinancing of this Property that occurs within five years of recording the Deed of Trust.

If the Property is sold or refinanced within five years after the recording date (the "Retention Period"), Grantor promises to repay the Retention Amount to the Federal Home Loan Bank of Seattle according to the following schedule:

BOU 02/03
CD / HMSTADDM

HomeStart Addendum
58030048

The Retention Amount will be reduced by 1/5 each year during the Retention Period.

This requirement to repay the Retention Amount is void if (1) the Property is sold for less than the unpaid principal balance of the mortgage or (2) if refinanced, the Property continues to be subject to this deed restriction or (3) the Property is sold to a borrower whose income meets the restrictions of the original program or (4) the Promissory Note is assumed by a borrower whose income meets the restrictions of the original program. After the fifth year anniversary of the date on the recorded Deed of Trust, no funds need to be repaid. The Federal Home Loan Bank of Seattle funds are fully subordinated to the first loan.

In situations (2) and (3), avoidance of the repayment requirement shall be conditioned on a replacement Deed of Trust and Retention Agreement being recorded with the Deed of Trust granted by the homeowner in connection with the refinance or sale, with such replacement Deed of Trust and Retention Agreement being identical in form to this one except that the term of such new Deed of Trust and Retention Agreement shall be five years commencing from the recording date of this Deed of Trust and Retention Agreement.

If this Deed of Trust and Retention Agreement are being used in connection with a refinance or sale, indicate here the date the original Deed of Trust and Retention Agreement were recorded (the date the Retention Period commenced): _____

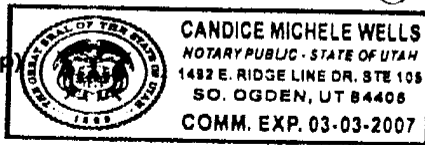
OTHER RESTRICTIONS: Anyone assuming this Deed of Trust and Retention Agreement must receive **PRIOR** written approval of Bank of Utah and Federal Home Loan Bank of Seattle.

Jeffery W. Stockdale 5/23/03 Date Marie Stockdale 5/23/03 Date

State of Utah
County of Weber

Signed or attested before me on May 23 2003 by Jeffery W. Stockdale and Marie Stockdale

(Seal or Stamp)



Candice Michele Wells
Signature

Title
My appointment expires _____

When recorded, mail to:

Bank of Utah
Shipping Department
2605 Washington Blvd.
Ogden, UT 84401

ET 1942196 BK2375 PG175

BOU 02/03
CD / HMSTADM2

HomeStart Addendum
68030048