

When recorded, return to:
Gregory S Bell
KIRTON, McCONKIE & BUSHNELL
330 South Third East
Salt Lake City, UT 84111

4513466
26 AUGUST 87 03:11 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
KIRTON McCONKIE AND BUSHNELL
REC BY: EVELYN FROGGET, DEPUTY

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TRUSTEE'S DEED

THIS DEED, made by GREGORY S BELL, as Trustee, under the hereinafter mentioned Deed of Trust (herein called Trustee), and S.P.M.C. REALTY ADVISORS, INC., a Colorado corporation, herein called Grantee, at 370 Seventeenth Street, Suite 4100, Denver, Colorado 80202, WITNESSETH:

WHEREAS, SALT LAKE INTERNATIONAL CENTER, a Utah corporation, by Deed of Trust and Security Agreement (the "Deed of Trust") dated February 25, 1983 and recorded February 28, 1983, as Entry No. 3763753, in Book 5440, at page 2248 of Official Records, in the office of the County Recorder of Salt Lake County, State of Utah, did grant and convey to SECURITY TITLE COMPANY, as Trustee upon the Trusts therein expressed, the property hereinafter described to secure, among other obligations, payment of a certain promissory note and interest, according to the terms thereof, and other sums of money advanced, and interest thereof; and

WHEREAS, GREGORY S BELL was substituted as Trustee; and

WHEREAS, a breach and default was made under the terms of said Deed of Trust in the particulars set forth in the Notice of Default hereinafter referred to; and

WHEREAS, the then Beneficiary or holder of said note did elect and make demand on Trustee for the sale of the security for the Deed of Trust; and

WHEREAS, Trustee, in consequence of said demand for sale, and in compliance with the terms of said Deed of Trust did execute his Notice of Trustee's Sale stating that he, as such Trustee, by virtue of the authority in him vested, would sell at public auction to the highest bidder, for cash, in lawful money of the United States, the property particularly described therein (and hereinafter described), said property being in the County of Salt Lake, State of Utah, and fixing the time and place of sale as August 18, 1987, at the front steps of the Salt Lake County Courthouse, at 9:00 a.m. of said day, and did cause copies of said Notice to be posted for not less than twenty days before the date of sale therein fixed, in three (3) public places in the said County of Salt Lake, wherein said property was to be sold, and also in a conspicuous place on the property to be sold, and said Trustee did cause a copy of said Notice to be published once a week for three (3) consecutive weeks, the last publication being at least ten (10) days but not more than thirty (30) days prior to the date of sale therein fixed in the Salt Lake Times, a newspaper having a general circulation in each county in which the property to be sold, or some part thereof, is situated, the first date of such publication being July 24, 1987, and the last date being August 7, 1987; and

WHEREAS, all applicable statutory provisions of the State of Utah and all provisions of said Deed of Trust have been complied with as to acts to be performed and notices to be given; and

WHEREAS, Trustee did then and there sell, at public auction, to said Grantee, S.P.M.C. REALTY ADVISORS, INC. a Colorado corporation, being the highest bidder, the property hereinafter described, for the sum of \$2,588,841.96.

NOW THEREFORE, Trustee, in consideration of the premises recited and of the sum above mentioned bid and paid by the Grantee, the receipt whereof is hereby acknowledged, and by

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virtue of the authority vested in him by said Deed of Trust, does, by these presents, GRANT AND CONVEY unto Grantee, but without any covenant or warranty, express or implied, all that certain real and personal property situated in Salt Lake County, State of Utah, described on Exhibit "A" and Exhibit "B" which are attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, said GREGORY S BELL, as Trustee, has caused his name to be hereto affixed this 18th day of August, 1987.

Gregory S Bell
Trustee

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

On this 18th day of August, 1987, personally appeared before me GREGORY S BELL, the signer of the within instrument, who duly acknowledged to me that he executed the same.

My commission expires:
9/21/88

Mona Wright (Burra)
Notary Public
Residing at: Salt Lake City, Ut.

COPY-
CA REGISTER

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EXHIBIT "A"

The following described property in the City of Salt Lake, County of Salt Lake, State of Utah:

PARCEL 1

BEGINNING at a point which is 2689.96 feet South and 583.55 feet East of the Northwest corner of Section 36, Township 1 North, Range 2 West, Salt Lake Base and Meridian; and running thence South 89°58' West, 279.51 feet along the North right of way line of Amelia Earhart Drive; thence North 0°02' West, 202.16 feet; thence North 89°58' East, 50.69 feet; thence North 0°02' West, 82.84 feet; thence North 89°58' East 399.32 feet; thence South 0°02' East 92.50 feet; thence South 89°58' West, 170.50 feet; thence South 0°02' East, 192.50 feet to the point of BEGINNING.

SUBJECT to a right of way over and across the following:

BEGINNING at a point on the North right of way line of Amelia Earhart Drive, said point being 49.25 feet South and 328.41 feet East of the West Quarter corner of Section 36, Township 1 North, Range 2 West, Salt Lake Base and Meridian; thence North 89°58' East, 25.00 feet; thence North 0°02' West, 214.66 feet; thence South 89°58' West, 47.14 feet; thence South 0°02' East, 25.00 feet; thence North 89°58' East, 22.14 feet; thence South 0°02' East, 101.00 feet; thence South 89°58' West, 22.14 feet; thence South 0°02' East, 25.00 feet to the point of curvature on a 22.14 feet radius curve (central angle equals 90°00') radial to which bears North 0°02' West; thence Southerly 34.78 feet along the arc of said curve to the right; thence South 0°02' East, 41.52 feet to the point of BEGINNING.

PARCEL 2

BEGINNING at a point which is 2488.11 feet South and 53.92 feet East of the Northwest corner of Section 36, Township 1 North, Range 2 West, Salt Lake Base and Meridian and running thence North 0°02'54" East, 312.84 feet along the East right of way line of 5600 West; thence North 89°58' East 246.25 feet; thence South 0°02' East, 50.00 feet; thence North 89°58' East, 66.00 feet; thence South 0°02' East, 180.00 feet; thence South 89°58' West, 12.00 feet; thence South 0°02' East, 82.84 feet; thence South 89°58' West, 300.69 feet to the point of BEGINNING.

SUBJECT to a right of way over and across the South 12.5 feet thereof.

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EXHIBIT "A"
(cont.)

PARCEL 3

BEGINNING at a point which is 2404.86 feet South and 753.89 feet East of the Northwest corner of Section 36, Township 1 North, Range 2 West, Salt Lake Base and Meridian and running thence South 89°58' West, 387.32 feet; thence North 0°02' West 180.00 feet; thence North 89°58' East, 189.32 feet; thence North 0°02' West, 10.00 feet; thence North 89°58' East, 198.00 feet; thence South 0°02' East, 190.00 feet to the point of BEGINNING.

SUBJECT to a right of way over and across the East 25.0 feet of Parcels 1 and 3.

All of the above are together with and subject to the rights, privileges, agreements and easements set forth in the Master Declaration of Establishment of Easements, Covenants, Conditions and Restrictions recorded April 30, 1975 in Book 3846 at Page 372 of Official Records of Salt Lake County, as amended, and Declaration of Covenants, Conditions and Restrictions for Admiral Byrd Plaza recorded May 26, 1981 in Book 5251 at Page 1181 of Official Records of Salt Lake County.

EXHIBIT B

The Collateral covered by the Financing Statements filed concurrently with the Deed of Trust and Security Agreement consisting of the property described in items 1 through 6 set forth below. As used herein the "Tract" shall mean the tract of real property more particularly described on Exhibit "A".

1. All carpeting, floor coverings, draperies, equipment, sun screens, awnings, implements, goods, fittings, machinery, and other personal property of every kind or nature whatsoever, and all fixtures, which are presently, or which are at any time hereafter, attached, installed, placed, located, contained, or used in, about, or in connection with, or procured for purposes of attachment, installation, placing, location, being contained, or used in, about, or in connection with, and which are necessary for the existence, construction, creation, operations, or maintenance of any building or other structure now or at any time hereafter erected or situated on, any portion of the Tract, together with all construction materials of every kind and nature whatsoever which are intended to be used, which are used, or which are procured for use in constructing and completing any of the improvements located on the Tract (including all replacements, products, and proceeds of all of the foregoing). Notwithstanding the breadth of the foregoing, the Collateral shall not include: (i) personal property which may be owned by lessees or other occupants of improvements on any portion of the Tract, rather than by Trustor, or which may be leased by such a lessee or other occupant from a party other than Trustor; or (ii) material, equipment, tools, machinery, or other personal property which is brought upon the Tract only for use in construction, maintenance, or repair and which is not intended, and which is not necessary for occupancy, maintenance, or use of the Tract, to remain after the completion of such construction, maintenance, or repair.

2. All the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire in the Tract, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Tract or the Collateral, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

3. All right, title, and interest of Trustor in and to: Any and all present and future leases of space in any building erected upon the Tract, of the Tract, or of any portion thereof, including all cash and security deposits, advance rentals, deposits or payments of similar nature, and the right to receive rent; together with all other rents, issues, profits, royalties, income, other moneys, and other benefits generated by or derived from the Tract, the improvements located or to be located on the

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Tract, or any interest or estate therein; together with all right or privilege of Trustor to cancel or terminate any such present or future lease, to accept payment of more than two months rent thereunder in advance, to accept a surrender thereof, or to modify any such lease.

4. All right, title and interest of Trustor in and to all tangible personal property owned by Trustor and now or at any time hereafter located on or at the Tract or used in connection therewith, including, but not limited to: all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, office air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers, and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters, and incinerators), inventory, rugs, carpets, and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers, and other lighting fixtures and office maintenance and other supplies.

5. All of Trustor's rights, interests, and benefits in, to, and under all plans and specifications pursuant to which construction of the improvements on the Tract is to be accomplished.

6. Any and all rights in and to pertinent present and future fire and/or hazard insurance policies and all awards made by any public body or decreed by any court of competent jurisdiction for a taking by eminent domain.

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