

4798092

When recorded mail to:
David B. Boyce
68 South Main Street
Salt Lake City, UT 84101

DBB/jc
File No. 5488
Loan No. 99-43-50536
Order No. 5386-S89

GRANTEE'S ADDRESS:

First Security Bank of Utah, N.A.
405 South Main
Salt Lake City, Utah 84111

1100
4798092
11 JULY 89 04:00 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
BACKMAN-STEWART TITLE SERVICES
REC BY: RICHARD BUTLER, DEPUTY

TRUSTEE'S DEED

This Deed, made and executed by DAVID B. BOYCE, a member of the Utah State Bar, and in such capacity as Successor Trustee (hereinafter called "Trustee"), under the hereinafter mentioned Deed of Trust, and First Security Bank of Utah, N.A., (herein called "Grantee");

WHEREAS, Commercial Club, Ltd., a Partnership, as Trustor, (hereinafter called "Trustor") executed and delivered to Trustee, or its predecessor in interest, for the benefit of the then Beneficiary, a certain Trust Deed, covering property described below, to secure the performance by said Trustor of its obligations under a certain promissory note, executed and delivered to said Beneficiary for a valid and sufficient consideration. Said Deed of Trust was recorded in the office of the County Recorder of Salt Lake County, State of Utah, where the subject property is located, on August 20, 1976, as Entry No. 2847714 in Book 4309 Page 57; and

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

WHEREAS, Trustee under said Deed of Trust, executed and thereafter filed for record in the office of the County Recorder where the property is located, a Notice of Default, in accordance with the requirements of law, containing an election to sell the trust property, which Notice of Default was recorded March 14, 1989, and not later than 10 days after recordation of such Notice of Default, said Trustee or Beneficiary, did mail, by certified or registered mail, with postage prepaid, a copy of said Notice of Default with the recording date shown thereon, addressed to the Trustor and each person whose name and address are set forth in a request therefore, which had been recorded prior to the filing for record of the Notice of Default, directed to

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the address designated in said request; and did mail to all other parties with any interest in the property; and

WHEREAS, a period of not less than 3 months did elapse after the filing and giving of said Notice of Default as herein set forth, and said default not being cured and said Trust Deed not being reinstated; and

WHEREAS, Trustee in consequence thereof and in accordance with said Deed of Trust, did execute its Notice of Trustee's Sale, stating that it, as Trustee, by virtue of the authority in it vested, would sell at public auction to the highest bidder for cash, in lawful money of the United States, the property therein and hereafter described, and fixing the time and place of said sale as July 11 1989 at 9:00 O'Clock a.m. of said day, at the front entrance of the Courts Building, 240 East 400 South, Salt Lake City, Utah and said Trustee did cause a copy of said Notice of Trustee's Sale to be published once a week for 3 consecutive weeks before the date of sale therein fixed, in the SALT LAKE TIMES, a newspaper having general circulation in each county in which the property to be sold, or some part thereof, is situated; the first publication being on June 16, 1989 and the last publication thereof being at least 10 days but not more than 30 days prior to the day of sale; and said Trustee did cause copies of said Notice of Trustee's Sale to be posted at least 20 days before the date of sale therein fixed, in a conspicuous place on the property to be sold and also in at least 3 public places of each city or county in which the property to be sold, or some part thereof, is situated; and said Trustee did cause copies of said Notice of Trustee's Sale to be mailed, at least 20 days before the date of sale, by certified or registered mail, postage prepaid, addressed to the Trustor and to each person whose name and address are set forth in a request, which had been recorded prior to the filing for record of the Notice of Default, directed to the address designated in said request, and did mail to all other parties with any interest in the property; and

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

WHEREAS, Trustee did at the time and place of sale fixed as aforesaid, then and there sell, at public auction, to Grantee, above named, being the highest bidder therefore, the property hereinafter described for the sum of Two Hundred Eighty Thousand Dollars and No Cents (\$280,000.00).

NOW THEREFORE, Trustee, in consideration of the premises recited and

of the sum above mentioned, bid and paid by Grantee, the receipt whereof is hereby acknowledged, and by virtue of the authority vested in it as Trustee, does, by these presents, grant and convey unto Grantee but without any covenant or warranty, express or implied, including but not limited to the redemption right of the Internal Revenue Service, if any, and the avoidance powers of the Bankruptcy Reform Act and the effects of any bankruptcy petition filed before or after the Trustee's Sale, all of that certain property situated in Salt Lake County, State of Utah, described as follows:

PARCEL NO. 1

Beginning at the intersection of Exchange Place and Cactus Street, which point is 297 feet East and 179 feet North from the Southwest corner of Block 52, Plat "A", Salt Lake City Survey, and running thence Westerly along the South line of Exchange Place 75 feet; thence South 109 feet; thence East 75 feet to the West line of Cactus Street; thence Northerly along the West line of Cactus street 109 feet to the point of beginning, being in and a part of Lot 3, Block and Plat aforesaid.

PARCEL NO. 2

Beginning at a point 122 feet North from the Southwest corner of Lot 3, Block 52, Plat "A", Salt Lake City Survey, and running thence East 57 feet; thence North 57 feet to Exchange Place; thence along Exchange Place West 57 feet; thence South 57 feet to the place of beginning.

PARCEL NO. 3

Beginning at a point 53 feet North from the Southwest corner of Lot 3, Block 52, Plat "A", Salt Lake City Survey, and running thence East 82 feet; thence North 17 feet; thence West 26 feet; thence North 52 feet; thence West 57 feet; thence South 69 feet to the place of beginning; together with the steam heating plant and any and all other improvements situated thereon, and all franchises or permits, easements and other property appurtenant to said heating plant, or heretofore used and necessary for the use thereof.

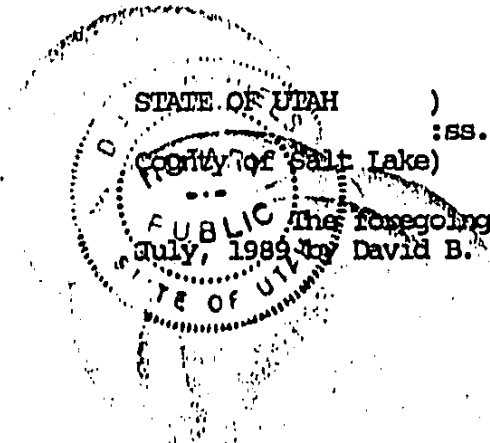
Together with the privileges of an open alley and driveway over the East 13 feet of the South 179 feet of Lot 4, Block 52, Plat and survey aforesaid, except the East 30 inches thereof, reserving the right to build over said alley at such height above the roadway as not to interfere with ordinary traffic therein resting the East wall of such building or buildings on said 30 inches. This provision affects

Parcels 1, 2 and 3 above.

IN WITNESS WHEREOF, David B. Boyca, a member of the Utah State Bar,

and in such capacity as Trustee, has caused his signature to be hereto affixed
this 11th day of July, 1989.

David B. Boyce
David B. Boyce
Successor Trustee



STATE OF UTAH)
) :ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 11th day of July, 1989 by David B. Boyce as Successor Trustee.

Diana Daniel
Notary Public
Residing in Salt Lake City, Utah

My Commission Expires:
3/12/96