When Recorded Mail To:

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Salt Lake Neighborhood Housing Services, Inc.

Attn: Ranae

1268 West 500 North

Salt Lake City, Utah 84116

03/31/95 419 PM 10.
RECORDER, SALT LAKE COUNTY, UTAH
GUARDIAN TITLE
REC RY:S UFET 10.00 DEPUTY - WI REC BY:S WEST

6052398

TRUST DEED NON-ASSUMPTION AGREEMENT

Loan No. C4-95-0986

WHEREAS, SALT LAKE NEIGHBORHOOD HOUSING SERVICES, INC. (hereinafter "Salt Lake NHS") is lending the sum of __TWENTY_THREE THOUSAND_SIX_HUNDRED_FIVE AND 10/100 __DOLLARS (\$23,605.10) to the undersigned and WHEREAS, to evidence the undersigned's obligation to pay to Salt Lake AND 10/100

NHS they are executing a Promissory Note bearing the date of MARCH 27, 1995 in the same amount ("Promissory Note") and WHEREAS, Salt Lake NHS is an exempt lender as provided in section 57-

15-6, Utah Code, as it is a nonprofit corporation.

WHEREAS, in order to secure the payment of the indebtedness evidenced by the Promissory Note, the undersigned executed and delivered to Salt Lake NHS a Trust Deed upon certain real property situated in Salt Lake County, Utah, described as follows:

COMMENCING 1800.71 FEET SOUTH AND 1512.5 FEET EAST FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP' 1 SOUTH, RANGE 1 WEST, SALT BASE AND MERIDIAN: AND RUNNING THENCE SOUTH 89 DEGREES 57' 40" WEST 159.5 FEET. THENCE SOUTH 0 DREGEES 03'34" EAST 100 FEET, THENCE NORTH 89 DEGREES 03'40" EAST 159.5 FEET, THENCE NORTH 0 DEGREES 03'34" WEST 100 FEET TO BEGINNING.

FOR INFORMATION ONLY PROPERTY ADDRESS:

551 SOUTH CHEYENNE STREET SALT LAKE CITY, UTAH 84104

hereinafter defined as "Real Property" and

WHEREAS, Salt Lake NHS is lending the money to the undersigned not only upon the security of the Trust Deed, but also upon other consideration as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and as an essential and integral part of the transaction evidenced by the Promissory Note and Trust Deed, the undersigned, jointly and severally, agree that if the undersigned convey and/or enter into any contract for the conveyance of the Real Property or any interest therein to any third person or persons to any partnership, corporation or other business entity or cease to reside as a principal place of residence, Salt Lake NHS shall thereupon have the right, without notice or demand, and in its exclusive, absolute and final discretion, to: (1) declare the entire remaining unpaid balance owing under the Promissory Note immediately due and payable and exercise any and all legal remedies available to Salt Lake NHS under the Promissory Note and Trust Deed in the event of default; or (2) may require until payment in full of the Promissory Note the payment of an amount of interest equal to the then prevailing mortgage loan interest rate offered by Salt Lake NHS, as a substituted rate of interest for that stated in said Note. The right hereby conferred upon Salt Lake NHS is in addition to all other rights given and granted unto it by the terms of the Promissory Note.

Dated at Salt Lake City, Utah as of this 27TH day of MARCH __, <u>1995</u>. Ochel SALT LAKE NEIGHBORHOOD BORROWER HOUSING, INC. mui Huy Zih PORKOWER Titlé: RANDALL N. DAY HODALN PUZLIC - STATE & UTAH 1632 3. HELVILLE DRIVE MAGNA, UT 64044

STATE OF UTAH

88. COUNTY OF SALT LAKE)

On this 27TH day of MARCH , 199 5 , personally appeared before me ADELA SALAZAR AND ENRIQUE T. MARTINEZ , the signer(s) of the above ADELA SALAZAR AND ENRIQUE T. MARTINEZ , the signer(s) of the above instrument, who duly acknowledged before me that THE Y executed the same.

NOTARY PUBLIC Utah

My commission expires: 09/28/97

Residing at: Satt Lake City.

COMM. EXPIRED 0-28-07

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