

WHEN RECORDED, MAIL TO:

CYPRUS CREDIT UNION
Business Services Department
3876 W. Center View Dr.
West Jordan, UT 84084

00626782 B: 1232 P: 1709

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Debbie B. Johnson, Iron County Recorder - Page 1 of 8
02/28/2012 03:01:23 PM By: MOUNTAIN VIEW TITLE - OGDEN

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B-1152-0018-0001 Through B-1152-0018-0061

TRUST DEED

With Assignment of Rents
TO SECURE CREDIT AGREEMENT

THIS TRUST DEED, made this 23rd day of February 2012, Certified Apartment Investment, Inc. a Utah Corporation, as TRUSTOR, whose address is 252 East Highway 138, Stansbury Park, UT 84074, BRUCE L. RICHARDS, A UTAH ATTORNEY, as TRUSTEE, and CYPRUS FEDERAL CREDIT UNION, a corporation organized and existing under the laws of the State of Utah and the United States, as BENEFICIARY,

WITNESSETH: That Trustor CONVEYS and WARRANTS to TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property, situated in Iron County, State of Utah:

See Exhibit "A"

Property Address: 840 South Main Street, Cedar City, UT 84720

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits; FOR THE PURPOSE OF SECURING (1) payment of the indebtedness and all other lawful charges evidenced by the Cyprus Federal Credit Union Promissory Note and Member Business Loan Agreement and Security Agreement dated February 23, 2012 ("Note") in the principal sum of \$1,325,000.00 granted to Trustor, payable by Trustor to the order of Beneficiary at all times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor as contained herein and in the Note; (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 and the Note, 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 the Property. To keep said property in good condition and repair; not to remove or demolish any building 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 said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; and to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumeration herein not excluding the general; and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Trustor further agree to commence construction and promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and to allow Beneficiary to inspect said 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 conclusive all facts and statements therein, and to act thereon hereunder.

2. Insurance. To provide and maintain insurance against such casualties and Beneficiary may require, in an amount, for such term and in 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 damaged. Payment of such loss may be made directly to Beneficiary. In the event of the refusal or neglect of Trustor to provide insurance or to maintain same, or to review same in a manner satisfactory to Beneficiary, then Beneficiary may itself procure and maintain such insurance and charge the cost thereof to Trustor under the provisions of paragraph 7 hereof. Beneficiary shall not be required to accept or approve any policy of insurance or any renewal of any 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 said 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 proceedings, to pay all costs and expenses, including cost of evidence of title and attorney's fee in a reasonable sum incurred by Beneficiary or Trustee.

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5. Taxes and Assessments. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges and liens with interest, on said 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, then Beneficiary or Trustee, but without obligation so to do 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 said 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 it may deem necessary therefore, including cost of evidence of title, employ of title, employ counsel, and pay his reasonable fees. These amounts shall become additional principal indebtedness of Trustor secured by this Trust Deed.

7. To pay immediately and without demand on all sums expended hereunder by Beneficiary or Trustee with interest from the date of expenditure until paid at the rate specified in the Note executed in connection herewith.

8. Transfer. Not to make any voluntary inter vivos transfer of the premises or any part thereof without first obtaining the written consent of the Beneficiary. Any such transfer, if the Beneficiary shall not so consent, shall constitute a default under the terms of this instrument and the note it secures, and Beneficiary may cause same to be foreclosed, and the premises sold, according to law and to the provisions hereof.

IT IS MUTUALLY AGREED THAT:

9. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceedings, 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 own 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, damaged, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said 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 said property; (b) join in granting any easement or creating any restriction thereon; (c)

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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 the loan; (e) reconvey, without warranty, all or any part of said 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 fee for any of the services mentioned in this paragraph.

11. Rents. As additional security, Trustor hereby assigns to Beneficiary 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, royalties, issues, and profits. 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, issues, royalties, 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 any assumption of liability under, nor a subordination of the lien or change 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 default by Trustor hereunder or under the Note, Beneficiary may at any time without notice, either in person, by agent, or by 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 said property or any part thereof, and in its own name sue 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 said 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 damage of said 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 subsequent default.

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16. Time is of the Essence. Time 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 said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part of parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

17. Foreclosure. After the lapse of such time 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 said 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 of 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 prescribed by Utah law. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant or warranty, expressed or implied.

The recitals in the Deed of any matters or fact 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 the 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; (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 thereon from the date of expenditure (4) all other sums then secured hereby; (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 County Clerk of the County in which the sale took place.

18. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclosure their 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.

19. 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 said property or some part thereof is situated, a substitution of trustee. From the time of the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and the title of the trustee named herein or any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provide by law.

20. Delay. Trustor agrees that the Beneficiary may foreclose at any time in its sole discretion and waives the right to claim or allege any damages or losses arising from any delay by the Beneficiary in doing so.

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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. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the note secured hereby. In this Trust Deed, whenever the text so requires, 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 acknowledges, 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 in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

23. This Trust Deed shall be construed according to the laws of the State of Utah.

24. The undersigned Trustor request that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

25. 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 WHEREOF THE Trustor has caused the present document to be executed the day and year first above written.

Certified Apartment Investment, Inc.



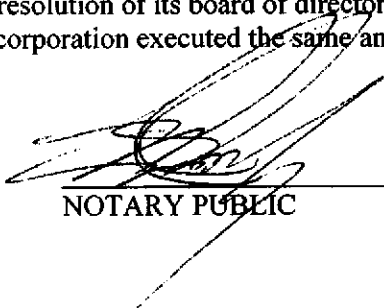
Noall Clarke, President

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ACKNOWLEDGMENT

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the 23rd day of February, 2012, personally appeared before me Noall Clarke, who being by me duly sworn did say, each for himself, that, he the said Noall Clarke, is the President of Certified Apartment Investment, Inc., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Noall Clarke, duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



NOTARY PUBLIC



EXHIBIT "A"

UNITS 1 TO 14, BUILDING 1, UNITS 15 TO 20, BUILDING 2, UNITS 21 TO 29, BUILDING 3, UNITS 30 TO 45, BUILDING 4, UNITS 46 TO 61, BUILDING 5, AS SHOWN ON THE RECORD OF SURVEY MAP FOR VILLAGE INN CONDOMINIUM RECORDED IN THE RECORDS OF THE COUNTY RECORDER OF IRON COUNTY, UTAH, AS ENTRY NO. 219510 AND AS DEFINED AND DESCRIBED IN THE DECLARATION OF CONDOMINIUM RECORDED JULY 18, 1980 AS ENTRY NO. 219511, IN BOOK 264, AT PAGES 744-768, OF OFFICIAL RECORDS.

TOGETHER WITH THE APPURTENANT UNDIVIDED INTEREST IN THE COMMON AREAS & FACILITIES AS PROVIDED FOR IN THE ABOVE REFERENCED DECLARATION.

Serial Number: B-1152-0018-0001 THROUGH B-1152-0018-0061