

WHEN RECORDED, MAIL TO:
AMERICAN GENERAL FINANCIAL CENTER

P.O. Box 415
Midvale, UT 84047

01/28/97 6559333 4:15 PM 10.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY: JHORGAN DEPUTY - WI
Space Above for Recorder's Use

6559333

192978

Trust Deed

THIS TRUST DEED is made this 27th day of January, 1997,
between Richard R. Paluso and Clara O. Paluso, husband and wife, as Trustor,
whose address is 5720 South Waterbury Way, unit K Salt Lake City, UT 84121
(Street and Number) (City) (State)
Associated Title Co. 560 South 300 East Salt Lake City, UT, as Trustee, and
(Trustee) (Street Address) (City) (State)
AMERICAN GENERAL FINANCIAL CENTER 912 East Ft. Union Blvd. Midvale, ut 84047
_____, as Beneficiary.

Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property situated in Salt Lake County, Utah:

Unit No. K, in Building 41-T contained within the WATERBURY OPEN SPACE COMMUNITY, a Utah Condominium Project, as the same is identified in the Record of Survey Map recorded in SALT LAKE COUNTY, Utah as Entry No. 2548992, in Book 73-6, at Page 26, and in the Declaration of Covenants, Conditions and Restrictions and Bylaws of the WATERBURY OPEN SPACE COMMUNITY, a Utah Condominium Project, recorded in SALT LAKE COUNTY, Utah, on June 22, 1973, as Entry No. 2548993, in Book 3356, at Page 23, and in the Amended Declaration of Covenants, Conditions, Restrictions and Bylaws of the WATERBURY OPEN SPACE COMMUNITY, a Utah Condominium Project, recorded in SALT LAKE COUNTY, Utah, on March 9, 1978, as Entry No. 3075558, in Book 4636, at Page 534. Together with the .002984 percent undivided ownership interest in said Condominium Project's Common Areas and Facilities which is appurtenant to said Unit.

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 now or hereafter used or enjoyed with said property, or any part thereof;

FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of \$ 69,384.38, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and payment of any sums expended or advanced by Beneficiary to protect the security hereof.

Trustor agrees to pay all taxes and assessments on the above property, to pay all charges and assessments on water or water stock used on or with said property, not to commit waste, to maintain adequate fire insurance on improvements on said property, to pay all costs and expenses of collection (including Trustee's and attorney's fees in event of default in payment of the indebtedness secured hereby) and to pay reasonable Trustee's fees for any of the services performed by Trustee hereunder, including a reconveyance hereof.

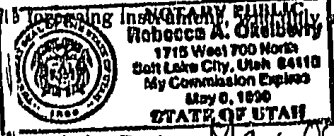
The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

Richard R. Paluso
Richard R. Paluso
Clara O. Paluso
Clara O. Paluso

STATE OF UTAH }
COUNTY OF SALT LAKE } ss

On the 27th day of January, 1997, personally appeared before me
Richard R. Paluso and Clara O. Paluso, the signor(s)

of the foregoing in my presence and they acknowledged to me that they executed the same



Rebecca A. O'Neil
Notary Public

My Commission Expires: May 08, 1999 Residing at: Salt Lake City, Utah



BR 7586 F62442