

When Recorded, Mail to:

Community Development Corp. of Utah
501 East 1700 South
Salt Lake City, Utah 84105

8365716
09/25/2002 04:49 PM 17.00
Book - 8654 Pg - 4138-4141
GARY W. OTT
RECODER, SALT LAKE COUNTY, UTAH
MERRILL TITLE
BY: RDJ, DEPUTY - WI 4 P.

8365716

Space Above This Line for Recorder's Use

OWN IN TAYLORSVILLE TRUST DEED

THIS TRUST DEED is made this 23 day of September, 2002, between

CHRISTOPHER HART

as Trustor,

whose address is:

5924 SOUTH JORDAN CANAL ROAD

Street and Number

TAYLORSVILLE, UTAH 84118

City, State, and ZIP

MERRILL TITLE

as Trustee*, (Title Company/Escrow Agent)

and Community Development Corp. of Utah (CDC) as Beneficiary.**

**Note: Trustee must be a member of the Utah State Bar, a bank, building and loan association or savings and loan association authorized to do such business in Utah; a corporation authorized to do such business in Utah; or a title insurance or abstract company authorized to do such business in Utah.*

***Note: Should the CDC no longer be operating as a private, non-profit agency within the State of Utah, then all rights and obligations shall be assigned to the City of Taylorsville, which shall assume all rights as Beneficiary in lieu of the CDC.*

Trustor hereby conveys and warrants to trustee in trust, with power of sale, the following described property situated in Salt Lake County, Utah:

(Insert Legal Description of Property)

SEE ATTACHED

Tax ID 21-15-301-027

BK8654 PG4138

together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditament, 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 \$5,000.00 payable to the order of Beneficiary at the times, in the manner, and with the 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 on improvements on said property, to pay all costs and expenses of collection (including Trustee's and attorney's fees in event of default of payment of the indebtedness secured hereby and to pay reasonable Trustee's fees for any services performed by trustee hereunder, including a reconveyance hereof. Not to sell, convey, dispose, rent, lease, or make any inter vivos transfer of the premises or any part thereof, or to vest the title thereto in any other person or persons in any manner whatsoever, or to encumber said property or any part thereof or any interest therein. In the event that the Trustor becomes insolvent, bankrupt, either voluntarily or involuntarily, or makes a general assignment for the benefit of creditors, or if any proceeding for enforcement of a judgement or writ or order of attachment against the property of the Trustor or petition of relief or readjustment of indebtedness filed by Trustor, such action shall constitute a default under the terms of this instrument and the Note it secures. In the event the Trustor defaults or undertakes any such act or agrees to undertake any act prohibited by this paragraph without written consent of the Beneficiary first obtained, such undertaking or agreement to undertake shall constitute a default under the terms of this instrument and the Note it secures, and the Beneficiary may cause the same to be foreclosed, and the premises sold, according to law and the provisions thereof.

Subordination: Beneficiary and Trustor acknowledge and agree that this Trust Deed is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Deed of Trust and to all advances heretofore made or which may hereafter be made pursuant to the First Deed of Trust including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Deed of Trust, curing defaults by the Trustor under the First Deed of Trust or for any other purpose expressly permitted by the First Deed of Trust or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. The terms and provisions of the First Deed of Trust are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the First Deed of Trust, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Trustor's ability to sell the Property shall have no effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns (other than the Trustor or a related entity of the Trustor), receiving title of the Property through a foreclosure or deed in lieu of foreclosure of the First Deed of Trust shall receive title to the Property free and clear from such restrictions.

Further, if the Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Trust Deed shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Mortgagee has been given written notice of a default under the First Deed of Trust and (ii) the Mortgagee shall not have cured the default under the First Deed of Trust, or diligently pursued curing the default as determined by the Senior Lien Holder, within the 60-day period provided in such notice sent to the Beneficiary.

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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.

Chris Haas
Trustor

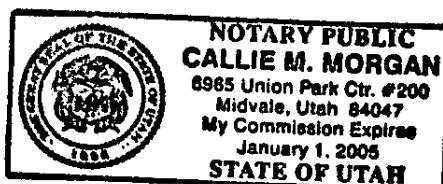
Trustor

STATE OF UTAH }
} SS.
COUNTY OF SALT LAKE }

On the 23rd day of September, 2002, personally appeared
before me Christopher Hart and
the signer of the foregoing instrument, who duly acknowledged to me that they executed the
same.

Callie Morgan
Notary Public

(STAMP)



8K8654PG4140

Legal Description Attachment For 5924 South Jordan Canal Road

BEGINNING SOUTH 0*04'29" EAST 1030.98 FEET AND SOUTH 81* 00'00" EAST 304.71 FEET AND NORTH 70*33'37" EAST 138.7 FEET FROM THE WEST ONE QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 80*56'16" EAST 220.07 FEET TO THE WESTERLY LINE OF THE WEST 219.89 FEET; THENCE SOUTH 04*43'15" WEST 1.987 FEET TO THE POINT OF BEGINNING.

ALSO:

BEGINNING SOUTH 0*06'00" EAST 1320 FEET AND EAST 939.59 FEET AND NORTH 40*30'00" WEST 288.00 FEET AND NORTH 44*26'00" WEST 145.1 FEET FROM THE WEST ONE QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 81*26'27" WEST 219.89 FEET; THENCE NORTH 04*43'15" EAST 119.11 FEET; THENCE NORTH 79*58'05" EAST 135.7 FEET TO THE WESTERLY LINE OF THE PROPERTY CLAIMED BY THE SOUTH JORDAN CANAL COMPANY, THENCE SOUTHEASTERLY ALONG SAID CANAL TO THE POINT OF BEGINNING.

PARCEL IDENTIFICATION NUMBER 21-15-301-027

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