

8557391
03/07/2003 09:32 AM 22.00
Book - 8751 Pg - 5357-5363
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: HNP, DEPUTY - WI 7 P.

WHEN RECORDED MAIL TO:
STATE OF UTAH, OLENE WALKER
HOUSING TRUST FUND
324 S STATE STREET #500
SALT LAKE CITY, UT 84114-9302

Space Above This Line For Recorder s Use

8557391

ATC E 349936-12E

TRUST DEED
With Assignment of Rents

THIS TRUST DEED, made this 28th day of February, 2003

between COMMUNITY HOUSING SERVICES as TRUSTOR,

whose address is 1059 EAST 900 SOUTH, SALT LAKE CITY, UTAH 84105
(Street and number) (City) (State)

ASSOCIATE D TITLE INSURANCE AGENCY as TRUSTEE, and

OLENE WALKER HOUSING TRUST FUND as BENEFICIARY,

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property, situated in SALT LAKE County, State of Utah:

Legal Description;

See Attached Exhibit "A"

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 there unto 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 evidenced by a TRUST DEED NOTE of even date herewith, in the principal sum of \$ 226,027.00, made by Trustor, payable to the order of Beneficiary at the 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 herein contained; 3) the payment of such additional loans or advances as hereafter may be made to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

*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 Limited Liability Company authorized to do a trust business in Utah; or a title insurance or abstract company authorized to do such business in Utah

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

1. 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; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations 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 agrees:

(a) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and

(b) 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 and conclusive all facts and statements therein, and to act thereon hereunder.

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

3. 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.

BK8751 PG5357

4. 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 proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. 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. 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 and 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 counsel, and pay his reasonable fees.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of ten per cent (10%) per annum until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, 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 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, damages, 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 there from 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.

9. 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) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) 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 truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

10. As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, 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, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, 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 an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

11. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a 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, in its own name sue for 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.

12. 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 or 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.

13. 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 or subsequent default.

14. Time is 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 or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

15. After the lapse of such time as 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 or 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 from time to time until it shall be completed and, in every case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts 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 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; (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 at 10% per annum from date of expenditure; (4) all other sums then secured hereby; and (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.

16. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this 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 proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

17. 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 the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

18. 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. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the note secured hereby. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

19. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, 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 or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

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

21. 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.

22. It is understood and agreed by the undersigned that notwithstanding anything to the contrary in the Trust Deed or in the Trust Deed Note, (the "Note") which this Deed of Trust secures, the sole recourse and remedy accruing to the Holder, in the event of default in the payment of the Note or default in compliance with the terms and provisions hereof, shall be the right to foreclose the lien upon the property described in this Deed of Trust, in order to pay and discharge any amount of the principal, interest or other charges due thereon; and notwithstanding the provisions of the Note or this Deed of Trust, neither the Holder of the Note nor any other owner or holder of the Note shall have the right to seek, obtain or enforce a judgment against the Borrower, its heirs, successors or assigns, under the Note or this Deed of Trust or the lien created thereby for any deficiency remaining after any such foreclosure.

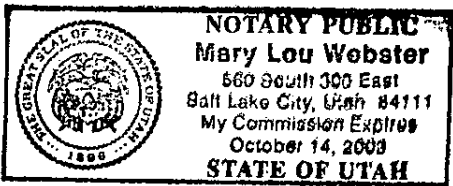
COMMUNITY HOUSING SERVICES INC.

BY: *K. Petterson*
TITLE: _____

NOTARY SEAL NOT LEGIBLE
- CO RECORDER -

STATE OF UTAH)
) ss:
COUNTY OF SALT LAKE)

On the 28 day of February, 2003 personally appeared before me Kenneth Petterson, who being by me duly sworn did say that he is the Vice President, respectively of COMMUNITY HOUSING SERVICES, INC., a UTAH NON PROFIT CORPORATION, and that the attached instrument was signed on behalf of said CORPORATION by authority of a motion of its BOARD OF TRUSTEE passed on the 2nd day of December, 2002 and said persons acknowledged to me that said CORPORATION executed the same.



Mary Lou Webster
Notary Public

BK8751 PG5359

Project Name: Apartments
Project No.:
Project Location: Utah

SECONDARY FINANCING RIDER

THIS RIDER is attached to and made part of the foregoing note(s) (herein the "Junior Note") and mortgage(s) or deed(s) of trust (herein the "Junior Mortgage") between _____ (herein the "Mortgagor") and _____ (herein the "Junior Lender") (collectively the "Junior Loan Documents"). the terms and conditions of the Rider supersede the terms of the Junior Loan Documents, and should there be any conflict or inconsistency between this Rider and the Junior Loan Documents, the terms and conditions of this Rider shall prevail. by acceptance of delivery and recordation of the Junior Loan Documents, the Junior Lender agrees to the following provisions. By execution of the Junior Loan Documents, the Mortgagor agrees to the following provisions:

1. The Junior Loan documents are specifically subordinate to that (i) certain note ~~dated _____~~; and (ii) that certain mortgage/deed of trust ~~dated _____ to be _____ and recorded _____~~ in the real property records of Salt Lake County, State of Utah (herein the "Senior Mortgage") between the Mortgagor and The Secretary of* (herein the "Senior Lender").
*Housing and Urban Development
2. The Junior Note may not mature, and may not bear a maturity date, prior to the date on which the Senior Mortgage matures. The term of the Junior Mortgage may be extended if: (i) the Junior Note matures; (ii) there are no surplus cash funds available for repayment and the Senior Mortgage has not been retired in full; or (iii) the United States Department of Housing and Urban Development (herein "HUD") grants deferment of amortization or forbearance that results in an extended maturity of the Senior Mortgage.
3. The Junior Mortgage may be assumed when sale or Transfer of Physical Assets of the Project occurs under the following conditions:
 - a. Not more than 70 percent of the net proceeds of the sale or Transfer of Physical Assets is applied to the reduction of the Junior Note.
 - b. For these instructions, net proceeds are funds available to the Mortgagor after:
 - i. Correcting monetary or covenant default on the Senior Mortgage; and
 - ii. Making required contributions to any reserve funds and needed improvements to the Project as evidenced by HUD's annual inspection reports.
4. If HUD approves a sale for the Project pursuant to HUD guideline for Transfers of Physical Assets, then the Junior Lender will agree to such transfer of ownership of the Project.
5. The Junior Note and Junior Mortgage automatically terminate if HUD acquires title to the Project by a deed in lieu of foreclosure.
6. All work performed with the proceeds of the Junior Note must be cost certified and must certify to compliance with Davis Bacon requirements.
7. The Junior Mortgage is subject to and subordinate to the (i) Senior Mortgage; (ii) the HUD Regulatory Agreement between HUD and the Mortgagor; and (iii) the Building Loan Agreement between the Mortgagor and Senior Lender.

7. The Junior Mortgage is subject to and subordinate to the (i) Senior Mortgage; (ii) the HUD Regulatory Agreement between HUD and the Mortgagor; and (iii) the Building Loan Agreement between the Mortgagor and Senior Lender.
8. Proceeds of the Junior Note may only be used to cover allowable Project costs and an anticipated operating shortfall.
9. Payment only from *Surplus Cash*. Check the appropriate alternative below:
- a. *[For Junior Notes Secured by a Lien Against the Project]* As long as the Secretary of the United States Department of Housing and Urban Development (herein the "Secretary") or his/her successors or assigns, is the insurer or holder of the Senior Mortgage, any payments due from the Project income under the Junior Loan Documents or any prepayment made, shall be payable only from *surplus cash* of the Project, as that term is defined in the HUD Regulatory Agreement dated _____ between the Secretary and Mortgagor, and subject to the availability of such *surplus cash* in accordance with provisions of said HUD Regulatory Agreement. The restriction on payment imposed by this paragraph shall not excuse any default caused by the failure of the Mortgagor to pay the indebtedness evidenced by the Junior Note.
- b. *[For Junior Notes NOT secured by a Lien Against the Project]* As long as the Secretary of the United States Department of Housing and Urban Development (herein the "Secretary") or his/her successors or assigns, is the insurer or holder of the Senior Mortgage, any payments due from Project income under the Junior Loan Documents or any prepayment made, shall be payable only from *surplus cash* of the Project, as that term is defined in the HUD Regulatory Agreement dated _____ between the Secretary and Mortgagor, and subject to the availability of such *surplus cash* in accordance with provisions of said HUD Regulatory Agreement. The restriction on payment imposed by this paragraph shall not excuse any default caused by the failure of the Mortgagor to pay the indebtedness evidenced by the Junior Note. The Junior Lender has no claim and will not later assert any claim for payment against the Project, the Senior Mortgage proceeds, any reserve or deposit made with the Senior Lender or another required by the Secretary in connection with the Senior Mortgage transaction or against the rents or other income from the Project (other than available *surplus cash*). The Mortgagor cannot issue a *surplus cash* note to the principals as evidence of an obligation for payment of the Junior Note.
10. The Mortgagor has obtained the prior written consent of the Senior Lender to the existence of the Junior Loan Documents.
11. To the extent that the Junior Note provides for payment of principal and interest, such principal and interest shall be due and payable on the maturity date of the Senior Mortgage, provided that if the Senior Mortgage is prepaid in full, the junior Lender or holder of the Junior Note, at its option and without notice, may declare the whole principal sum of any balance thereof, together with interest thereon, immediately due and payable. Interest due pursuant to the terms of the Junior Note that is not paid in accordance therewith shall not create any default in the terms of Junior Note, but shall accrue and be payable in full at the date of maturity of the Senior Mortgage.
12. The Junior Note is non-negotiable and may not be sold, transferred, assigned, or pledged by the Junior Lender except with the prior written approval of HUD.
13. The Junior Lender certifies that the Junior Loan Documents represent a *bona fide* transaction and that it fully understands all of HUD's requirements for such secondary financing, and that no prepayment of principal or interest shall be accepted without evidence that the Federal Housing Commissioner through the Secretary has authorized such prepayment. If an unauthorized prepayment is accepted, the funds shall be held by the Junior Lender in trust for the Project.
14. Enforcement of the Junior Loan Documents will not result in any claim against the Project, Senior Mortgage proceeds, any reserve or deposit amounts required by HUD in connection with the Senior Mortgage

transaction, or the rents or other income of the Project (other than available surplus cash).

- 15. The Junior Loan Documents may not be amended and /or modified without the prior written approval of the Secretary or his/her successors and/or assigns.

EXECUTED as of this 29 day of FEB, 2002

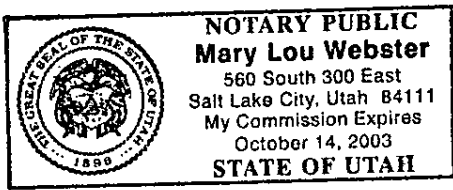
COMMUNITY HOUSING SERVICES INC.

BY: K. Hall

TITLE: Vice President

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the 29 day of February, 2002 personally appeared before me Kenneth Patterson, who being by me duly sworn did say that he is the Vice President, respectively of COMMUNITY HOUSING SERVICES, INC., a UTAH NON PROFIT CORPORATION, and that the attached instrument was signed on behalf of said CORPORATION by authority of a motion of its BOARD OF TRUSTEE passed on the 29 day of December, 2002 and said persons acknowledged to me that said CORPORATION executed the same.



Mary Lou Webster
Notary Public

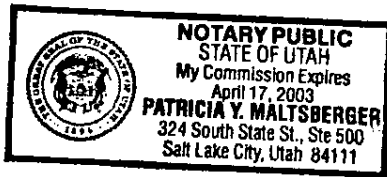
OLENE WALKER HOUSING TRUST FUND

BY: Leticia Medina

NAME: Leticia Medina

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the 20 day of December, 2002, personally appeared before me, Leticia Medina, who being duly sworn, did say that She is the Secretary of the OLENE WALKER HOUSING TRUST FUND, and that the foregoing instrument was signed on behalf of said agency by statutory authority, and that the aforesaid agency executed the same.



Patricia Y. Maltberger
Notary Public

E X H I B I T A

LEGAL DESCRIPTION

The land referred to is situated in Salt Lake, and is described as follows:

A PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE WEST LINE OF DESERET SUBDIVISION LOCATED SOUTH 89 DEGREES 55 MINUTES 20 SECONDS WEST 990.00 FEET AND NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 903.84 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION; RUNNING THENCE SOUTH 89 DEGREES 57 MINUTES 00 SECONDS WEST 330.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 356.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 3650 SOUTH STREET; THENCE NORTH 89 DEGREES 57 MINUTES 00 SECONDS EAST 260.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 144.44 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 70.00 FEET TO THE WEST LINE OF SAID DESERET SUBDIVISION; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 211.50 FEET ALONG THE WEST LINE OF SAID SUBDIVISION TO THE POINT OF BEGINNING.

Tax Parcel(s): 15-32-277-047