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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CO COMMUNITY RESOURCES
BY: ZJM, DEPUTY - WI 6 P.

WHEN RECORDED, RETURN TO:

SALT LAKE COUNTY
2001 South State S2100
Salt Lake City, Utah 84190
ATTN: Randy Jepperson

Space Above This Line for Recorder's Use

DEED OF TRUST

THIS DEED OF TRUST (the "Trust Deed") is made this 10 day of May, 2004, from LIBERTY METRO HOUSING PARTNERS, LP, a Utah limited partnership, whose address is 6440 South Wasatch Blvd., Salt Lake City, Utah, 84121, its successors and permitted assigns ("Trustor"), to Merrill Title Company, whose address is 6965 Union Park Center, Suite 200, Midvale, Utah 84047("Trustee"), and SALT LAKE COUNTY, a body Corporate and Politic of the State of Utah, whose address is 2001 South State, S2100, Salt Lake City, Utah 84190 ("Beneficiary").

Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE the property situated in Salt Lake County, Utah, being more particularly described on Exhibit "A", attached hereto and incorporated herein by reference,

TOGETHER WITH all right, title, and interest of Trustor in and to all buildings and improvements now located or to be erected or placed upon any real property which is now or hereafter subject to the lien of this Trust Deed, and all right, title, and interest of Trustor, now owned or hereafter acquired, in and to all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges, franchises, rights, appendages, and appurtenances belonging or in any way appertaining to all such real property (collectively, the "Property").

TOGETHER WITH any and all awards or payments, including interest, which may be made with respect to the property described above as a result of: (a) the exercise of the right of eminent domain; (b) the alteration of the grade of any street; or (c) any other injury to or decrease in the value of the property described above, to the extent of all amounts which may be secured by this Trust Deed at the date of receipt of any such award or payment by Beneficiary, including reasonable attorneys' fees, costs, and disbursements incurred by Beneficiary in connection with the collection of such award or payment. Trustor agrees to execute and deliver from time to time such further instruments as may be requested by Beneficiary to confirm such assignment to Beneficiary of any such award or payment.

TO HAVE AND TO HOLD the same IN TRUST, WITH POWER OF SALE, for the purpose of securing:

A. The payment of all indebtedness owing from Trustor to Beneficiary, including but not limited to a certain Secured Promissory Note dated May 10, 2004, for the principal sum of One Hundred Fifty Thousand Dollars (\$150,000.00) made by Trustor and payable to the order of Beneficiary (the "Note");

B. The payment of all sums, including outstanding principal and interest, expended or advanced by Beneficiary pursuant to the terms of this Trust Deed or any other instrument now in existence or hereafter executed or any amendment or modification thereto, the purpose of which is to secure the payment of the Note (the "Indebtedness");

D. The performance of each covenant and agreement of Trustor contained herein and in any modification or amendment of this Trust Deed.

COVENANTS AND AGREEMENTS

1. **Repayment of Indebtedness.** Trustor covenants and agrees to pay promptly the principal of and interest on the Indebtedness, to pay promptly all other sums due pursuant hereto, and to perform each and every agreement and condition contained in the Note and in this Trust Deed (the "Loan Documents").

2. **Default.**

a. A default under Section 6 of the Note not cured within the time periods specified in Section 7 of the Note shall constitute an event of default under this Trust Deed (an "Event of Default").

b. Upon the occurrence of any Event of Default, at Beneficiary's option and in addition to any other remedy Beneficiary may have under the Loan Documents or at law or in equity or by statute, Beneficiary may declare all sums secured hereby immediately due and payable and elect to have the Property sold in the manner provided by law and set forth herein. In the event Beneficiary elects to sell the Property, Beneficiary or Trustee shall initiate foreclosure proceedings in the manner provided by law for sale of trust property. In the alternative, Beneficiary shall have the option to 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 proceedings all costs and expenses incident thereto, including reasonable attorneys fees and costs in such amounts as shall be fixed by the court.

c. Trustor shall surrender possession of the Property to the purchaser immediately after the sale of the Property as provided in Section 2.b. above, in the event such possession has not previously been surrendered by Trustor.

3. **Subordination.** This Trust Deed, and any extensions, modifications or renewals thereof, is and shall be subject and subordinate to a mortgage loan to be made by Utah Housing Corporation to Liberty Metro Housing Partners, Ltd., a Utah limited partnership, in the principal amount of Two Million One Hundred Thousand Dollars (\$2,100,000), to be secured by the property described in Exhibit "A", and the lien created thereby, and to any advancements made thereunder and to any consolidations, extensions, modifications or renewals thereof. Beneficiary consents and agrees to such subordination and further agrees to execute and deliver in recordable form, such subordinations and other agreements requested by Utah Housing Corporation which may be necessary to evidence such subordination.

4. **Condemnation and Insurance Proceeds.**

a. Trustor hereby assigns to Beneficiary all of the right, title, and interest which Trustor has or may have in and to (1) the proceeds of any award or claim for damages, including, without limitation, from insurance policies, in connection with any condemnation or other taking of or damage or injury to the Property; and (2) all causes of action, whether accrued before or after the date of this Trust Deed, of all types for damages or injury to or in connection with the Property, or in connection with any transaction financed by funds secured by the Loan Document(s), including without limitation causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact (collectively, the "Claims"). Any such proceeds assigned to Beneficiary shall be paid directly to Beneficiary. Beneficiary may at its option appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof, and may join Trustor in adjusting any loss covered by insurance.

b. Notwithstanding any of the provisions set forth in Section 3.a. above, so long as no Event of Default has occurred and is continuing at the time of Beneficiary's receipt of the proceeds of the claims ("Proceeds") and no Event of Default occurs thereafter, Beneficiary shall apply the Proceeds in the following order of priority: First, to Beneficiary's expenses in settling, prosecuting or defending the claims; Second, to the repair or restoration of the Property; and Third, to Trustor if the repair or restoration of the Property has been completed, but to the Indebtedness in any order without suspending, extending or reducing any obligation of Trustor to make installment payments if the repair or restoration of the Property has not been completed.

5. **Hazard Insurance.** Trustor shall insure the Property now existing or to be placed thereon against loss by fire and any other hazards for which Beneficiary requires insurance in the amounts and for the

periods necessary to adequately protect the value of the Property and Beneficiary's interest therein. Beneficiary shall be named an additional insured party in all such insurance policies.

6. Effect of Foreclosure on Insurance Claims. In the event of foreclosure of this Trust Deed, or other transfer of title to the Property in extinguishment of the Indebtedness, any insurance policies then in force shall pass to the purchaser or grantee. Trustor hereby assigns, transfers, and sets over to Beneficiary all of its right, title, and interest in and to any claim under any insurance policy which has not been paid and distributed in accordance with the terms of this Trust Deed until after any such transfer of title. The insurance proceeds so paid shall be the property of Beneficiary and shall be paid to Beneficiary as payment on the Indebtedness to the extent not fully discharged. The balance, if any, shall belong to Trustor as its interests may appear. Notwithstanding the above, Trustor shall retain an interest in the insurance policies above described during any redemption period.

7. Payment of Taxes and Assessments. Trustor covenants and agrees to pay before they become delinquent all taxes, special assessments, water and sewer rents or assessments, and all other charges imposed by law upon or against the Property, ordinary and extraordinary, unforeseen and foreseen.

8. Preservation of Lien Priority by Trustor.

a. The lien of this Trust Deed is and will be maintained as a valid lien on the Property subordinate only to those liens or encumbrances previously consented to in writing by Beneficiary. Trustor will keep and maintain the Property free from all liens of persons supplying labor and materials entering into the construction, modification, or repair of the Improvements and obtain bonds or other security required by Beneficiary in this respect. If any such lien is recorded against the Property, Trustor shall post a bond, as provided by statute, or discharge the same of record within fifteen (15) days after such lien is recorded.

b. All property of every kind acquired by Trustor after the date of this Trust Deed, which is required or intended to be subjected to the lien of this Trust Deed shall, immediately upon its acquisition and without any further conveyance, assignment, or transfer, become subject to the lien of this Trust Deed.

c. If any action or proceeding is instituted to evict Trustor or to recover possession of the Property or for any other purpose affecting this Trust Deed or the lien of this Trust Deed, Trustor shall deliver immediately to Beneficiary a true copy of all process, pleadings, and papers, however designated, served or received in such action or proceedings.

9. Further Encumbrance or Sale. Except as provided in Paragraph 3 above and as may be permitted under the Loan Documents, Trustor shall not voluntarily or involuntarily encumber, transfer, sell, convey, assign or otherwise dispose of the Property, or any portion thereof, without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld, conditioned, or delayed. Trustor shall reimburse Beneficiary for all costs and expenses, including without limitation reasonable attorneys' fees, incurred by Beneficiary in connection with its review of Trustor's request for Beneficiary's consent. Notwithstanding the foregoing provision,

10. Maintenance of Property. Trustor shall not commit any waste on the Property or take any actions or bring or keep any article on the Property or cause or permit any condition to exist on the Property which is prohibited by or could invalidate any insurance coverage carried on the Property. Trustor, in the use and operation of the Property, shall comply with all covenants and conditions, restrictions, agreements or other matters affecting the Property.

11. Protection of Security. Trustor shall perform all tasks reasonably necessary to protect the security and lien interest in the Property created by this Trust Deed as requested in writing by Beneficiary. Beneficiary may appear in and defend any action or proceeding involving or affecting the security of this Trust Deed. Trustor shall pay all costs and expenses, including reasonable attorneys fees, in any such action or proceeding in which the Beneficiary may appear.

12. Non-Discrimination. Trustor and all tenants, subtenants, licensees, contractors, agents and employees of Trustor will not discriminate against any person or group of persons on any unlawful basis in the

construction, sale, lease, rental, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or any of the Improvements.

13. Severability of Clauses. If any term, covenant, condition, or provision of this Trust Deed or of the Loan Document(s) is held to be invalid, illegal, or unenforceable, the applicable document shall be construed without such provision.

14. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed effective when delivered or three days after deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested, to the address given above or to such other addresses as may be furnished in writing for such purposes, with a copy to one additional person each, as specified herein:

To Beneficiary: Michael Gallegos, Director
Salt Lake County Division of Community Resources and Development
2001 South State Street, S2100
Salt Lake City, Utah 84190

With copy to: Laura Kirwan, Deputy District Attorney
Salt Lake County District Attorney's Office
2001 S. State Street, S3600
Salt Lake City, Utah 84190

To Trustor: LIBERTY METRO HOUSING PARTNERS, LP
6440 South Wasatch Blvd.
Salt Lake City, Utah, 84121

15. Waiver. Failure by Beneficiary to insist upon the strict performance of any provision of this Trust Deed or to exercise any right or remedy shall not constitute a waiver of Beneficiary's rights therein. No covenant, agreement, term, or condition in this Trust Deed and no breach thereof, may be waived, altered, or modified except in writing by Beneficiary.

16. Inspection of Property. Beneficiary and its authorized representatives may enter and inspect all portions of the Property upon reasonable notice and at all reasonable times.

17. Binding Effect. This Trust Deed shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, and assigns. If Trustor is now or is ever composed of more than one party, the obligations and warranties contained within and arising from this Trust Deed are and shall be joint and several as to each such party.

18. Applicable Law. This Trust Deed shall be governed by the laws of the State of Utah. Trustor shall comply with all applicable federal, state, and local laws, statutes, ordinances, orders, rules, regulations, restrictions, and requirements.

19. Indemnification. Trustor shall indemnify, defend, and hold harmless the Beneficiary, its officers, agents, and employees from and against any and all loss, damage, injury, liability or claims of any kind, including claims for personal injury or death, damages to personal property and liens of workers or material providers, howsoever caused, resulting directly or indirectly from the performance of this Trust Deed or the Loan Document(s) by Trustor.

20. Entire Agreement. This Trust Deed and all of the other Loan Document(s), once executed, constitute the entire agreement between the parties and may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

21. **No Third Party Benefits.** This Trust Deed and the other Loan Document(s) are made for the sole benefit of Trustor and Beneficiary and their successors and assigns, and no other legal interest of any kind shall be created hereunder. Beneficiary shall have no obligation or liability of any kind to any third party by reason of any actions or omissions made pursuant to this transaction.

22. **Defined Terms.** All capitalized terms used herein but not otherwise defined shall have the meanings given such terms in the Loan Documents.

IN WITNESS WHEREOF, this Trust Deed has been executed by Trustor as of the day and year first above written.

LIBERTY METRO HOUSING PARTNERS, LP

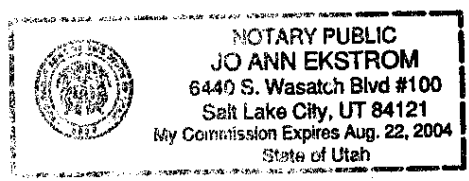
By: *Mark R. Gmelin*
Its: V.P. / Partner

STATE OF Utah)
COUNTY OF Salt Lake :ss.

On the 10th day of May, 2004, personally appeared before me *Mark R. Gmelin* being duly sworn, did say that she/he is the *Vice President* *Cooley Partner* and that the within and foregoing instrument was signed for and in behalf of such entity.

NOTARY SEAL NOT LEGIBLE
- CO RECORDER -

Jo Ann Ekstrom
NOTARY PUBLIC
Residing in 6440 S. Wasatch Blvd



APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By: *Julia Egan*
Deputy District Attorney
Date: 5/7/04

EXHIBIT "A"

That certain property located in Salt Lake County, Utah and described as follows:

PARCEL 1:

Beginning 2 ½ rods south of the Northwest corner of lot 4, Block 16, Plat "A", Salt Lake City Survey; thence South 2 ½ rods; thence East 10 rods, thence North 2 ½ rods; to the point of beginning

Parcel Identification Number: 16-06-377-006

PARCEL 2:

Beginning at the Northwest corner of William W. Bowerbank Building, 10 rods 1 inch or more or less, North from the Southwest corner of Lot 4, Block 36, Plat "A", Salt Lake City Survey, and running thence East along the North line of said building 120 feet to the Northeast corner thereof; thence South 1 inch, more or less, to a point 10 rods North of the South line of said Lot 4; thence East 45 feet; thence North 5 rods; thence West 10 rods, thence South 82.4167 feet, more or less, the point of beginning.

Parcel Identification Number: 16-06-377-007