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3/15/2006 4:04:00 PM \$17.00  
Book - 9267 Pg - 1375-1378  
Gary W. Ott  
Recorder, Salt Lake County, UT  
EQUITY TITLE  
BY: eCASH, DEPUTY - EF 4 P.

When Recorded, Mail to:  
Community Development Corp. of Utah  
501 East 1700 South  
Salt Lake City, Utah 84105

Space Above This Line for Recorder's Use

**OWN IN TAYLORSVILLE  
TRUST DEED**

THIS TRUST DEED is made this 14 day of March, 2006, between

**Marleen Anderson**  
as Trustor,

whose address is:  
**4332 South 1195 West #18D.**  
Street and Number

**Taylorsville, UT 84123**  
City, State, and ZIP

**Equity 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 Salt Lake County, 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 Exhibit "A" attached hereto, and by this reference made a part hereof.

Tax ID# 21-02-156-073

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;

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BK 9267 PG 1375

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.

MA

Malcolm Jackson  
Trustor

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EXHIBIT "A"

Unit No. 18D AND GARAGE NO. 18D, MEADOWBROOK CONDOMINIUM VILLAGE PROJECT, according to the Record of Survey Map filed for record as Entry No. 3157267, in Book 78-8 of Plats at Page 233, together with the appurtenant undivided ownership interest in the "Common Areas and Facilities", all of which is defined and described, and conveyed subject to, in the Enabling Declaration and Bylaws filed for record as Entry No. 3157288, in Book 4727, at Pages 608 through 637, and amended by Amendment to Enabling Declaration and Bylaws of Meadowbrook Condominium Village filed for record as Entry No. 3823984, in Book 5550, at Page 1578, and subsequent amendments thereto. Together with an undivided percentage interest in the common areas and facilities appurtenant to the Unit as set forth in the Declaration identified above.

FIRST AMERICAN TITLE INSURANCE COMPANY