

WHEN RECORDED, MAIL TO:

KeyBank National Association
Attn: Craig R. Hackett
Key Bank Tower, Suite 1909
50 South Main Street
Salt Lake City, Utah 84144

FD-16392

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**DEED OF TRUST,
ASSIGNMENT OF RENTS, SECURITY AGREEMENT
AND FIXTURE FILING**

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (herein the "*Instrument*") is made as of the 25th day of November, 1997, among the Trustor/Grantor, **BOYER-OGDEN MEDICAL ASSOCIATES, LTD.**, a Utah limited partnership, whose address is 127 South 500 East, Suite 300, Salt Lake City, Utah 84102 (the "*Borrower*"); **KEYBANK NATIONAL ASSOCIATION**, a national banking association (in its capacity as trustee under this Instrument), whose address is Key Bank Tower, Suite 1909, 50 South Main Street, Salt Lake City, Utah 84144, (the "*Trustee*"); and the Beneficiary, **KEYBANK NATIONAL ASSOCIATION**, a national banking association, whose address is Key Bank Tower, Suite 1909, 50 South Main Street, Salt Lake City, Utah 84144 (the "*Lender*").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, conveys and assigns to Trustee, in trust, with power of sale, all of Borrower's present and future estate, right, title and interest in and to the following property, rights, privileges and interests, to-wit:

I.

That certain leasehold interest in a tract of real property (the "*Tract*") lying in Weber County, State of Utah, which is more particularly described in Exhibit "A" attached herein and incorporated herein by this reference, which leasehold interest arises pursuant to, and is evidenced by, that certain "Ground Lease Agreement" dated August 20, 1989 (the "*Ground Lease*"), between St. Benedict's Hospital, as lessor, and Borrower, as lessee, together with any right, title, or interest Borrower that may acquire in the Tract by way of purchase or otherwise.

Together with all rights-of-way, easements, tenements, hereditaments, appurtenances, royalties, mineral, oil and gas rights and profits, water, water rights and water stock of Borrower belonging to or in any way appertaining to the Tract and/or the Ground Lease.

Together with all right, title and interest of Borrower, now owned or hereafter acquired, in and to any land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining the Tract.

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01-DEC-97 136 PM FEE \$56.00 DEP MB
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Together with all right, title and interest of Borrower, now owned or hereafter acquired, in and to any and all sidewalks and alleys, and all strips and gores of land, adjacent to or used in connection with the Tract.

II.

All of Borrower's interest presently owned or hereafter acquired in all buildings, structures, and improvements now or at any time hereafter erected, constructed, or situated upon the Tract or any part thereof, and all apparatus, fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, and used, or intended to be used in connection with the Tract, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, paneling, attached floor coverings, antennas, trees and plants, including replacements and additions thereto, and proceeds and products thereof, all of which shall be deemed to be and remain a part of the Tract, together with any and all replacements of any of the foregoing and any and all additions thereto.

III.

All of Borrower's interests in all permits, contracts, licenses, and related rights and benefits associated with the development and use of the Tract including construction contracts, rights to plans and specifications for construction, and governmental permits relating to the construction of improvements on the Tract, or occupancy or use of the Tract, and all names by which the Tract may be known, trademarks and goodwill, and all proceeds from any of the foregoing.

IV.

All of Borrower's interests presently owned or hereafter acquired in personal property associated with the development and use of the Tract, including, but not limited to, goods, including building materials located on or off the Tract, equipment, inventory, accounts, instruments, documents, intangibles, chattel paper, general intangibles, contract rights, and all items listed in II or III above to the extent such items are deemed to be personal property under the Utah Uniform Commercial Code, and in the proceeds and products of any of the foregoing.

V.

All awards for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of the Tract, or of any improvements now or hereafter situated thereon or any estate or easement therein, including without limitation, Borrower's leasehold estate and other rights arising under the Ground Lease, and all proceeds of insurance paid on account of partial or

total destruction of improvements on the Tract, all of which awards and proceeds are hereby assigned to Lender, which is hereby authorized to collect and receive such awards and proceeds and to give proper receipts and acquittances therefor.

VI.

All right, title and interest of Borrower in and to any and all present and future leases, rental agreements, subleases, licenses and tenancies of any portion of the Tract or of any space in any building erected upon the Tract, and the income, receipts, rents, issues and profits therefrom and of any improvements now or hereafter situated on the Tract.

VII.

All right, title and interest of Borrower in and to all unearned premiums accrued, accruing, or to accrue under any and all insurance policies now or hereafter obtained by Borrower pursuant to the provisions hereof.

All of the real and personal property, rights, privileges and interests described in the foregoing items I through VII and hereby granted, conveyed and assigned are hereinafter collectively referred to as the "*Property*."

TO SECURE TO LENDER (a) the repayment of the indebtedness evidenced by Borrower's Promissory Note, dated of even date herewith (the "*Note*"), in the principal sum of TWO MILLION EIGHT HUNDRED THIRTY-SIX THOUSAND THREE HUNDRED ONE AND NO/100 DOLLARS (\$2,836,301.00), or so much of such amount as may be disbursed, with interest thereon; (b) any extensions, renewals or modifications of the Note or the obligations evidenced thereby, regardless of the extent of or the subject matter of any such extensions, renewals or modifications; (c) the repayment of any future advances, with interest thereon, made by Lender to Borrower pursuant to paragraph 32 hereof ("*Future Advances*"); (d) the performance of the covenants and agreements of Borrower contained in that certain Construction Loan Agreement between Lender and Borrower dated of even date herewith, together with all extensions, renewals, and modifications thereof (the "*Construction Loan Agreement*"); (e) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Instrument; (f) the performance of the covenants and agreements of Borrower herein contained; and (g) the payment and performance of any other indebtedness, obligation or agreement which recites by its own terms that it is secured by this Instrument. The foregoing items (a) through (g) are sometimes referred to herein as the "*Obligations*."

Borrower warrants and covenants that, except with respect to the Tract, Borrower is lawfully seized of the estate hereby conveyed and has the right to grant, convey and assign the Property; that the Property, except as previously disclosed to Lender, is free and clear of all liens, claims and encumbrances; and that Borrower will warrant and defend generally the title to the Property against

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EXHIBIT "A"

PARCEL 1 ("PHASE 1"); *Error In Desc 07-053-0054*
A part of the Southeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

BEGINNING at a point 1265.67 feet North 0°26'00" East along the East line of said Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, and running thence South 72°24'35" West 5.00 feet; thence South 17°35'25" East 23.39 feet; thence North 72°24'35" East 35.00 feet; thence North 17°35'25" West 25.00 feet; thence North 72°24'35" East 150.63 feet; thence North 0°26'00" East 77.52 feet; thence South 72°24'35" West 23.32 feet; thence North 17°35'25" West 28.68 feet; thence North 89°34'00" West 67.63 feet; thence South 0°26'00" West 21.37 feet; thence South 72°24'35" West 59.28 feet; thence South 17°34'00" East 3.87 feet; thence South 72°24'35" West 51.08 feet to a point North 17°35'25" West from the Northeast corner of the existing MRI Building; thence South 17°35'25" East 100.75 feet, more or less, along the Easterly wall of said MRI Building to the point of BEGINNING.

PARCEL 2 ("PHASE 2"); *PT 07-053-0028*
A part of the Southeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

BEGINNING at a point 1569.33 feet North 0°26'00" East along the East line of said Section 17 and 183.35 feet North 89°34'00" West from the Southeast corner of said Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, and running thence South 0°26'00" West 168.72 feet; thence South 72°24'35" West 23.32 feet; thence North 17°35'25" West 28.68 feet; thence North 89°34'00" West 67.63 feet; thence North 0°26'00" East 148.66 feet to a point 15.0 feet South 0°26'00" West from the South line of 5350 South Street; thence South 89°34'00" East 98.68 feet parallel to said 5350 South Street to the point of BEGINNING.
(Continued)

PT 07-053-0028

PARCEL 3 ("EXPANSION PARCEL"):

A parcel of land located in Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

BEGINNING at a point 1420.67 feet North 0°26'00" East along the East Section line and North 89°34'00" West 282.02 feet from the Southeast corner of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, and running thence South 00°26'00" West 21.37 feet; thence South 72°24'35" West 59.28 feet; thence South 17°34'00" East 3.87 feet; thence South 72°24'35" West 26.35 feet; thence North 17°50'10" West 39.76 feet; thence North 72°08'25" East 97.63 feet to the West line of "Phase 2" described in that certain Memorandum Of Ground Lease recorded September 11, 1989 as Entry No. 1088540 in Book 1567 at Page 1416 of the Official Records of the Weber County Recorder; thence South 00°26'00" West 16.85 feet to the point of BEGINNING.

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