

E 135319 B 320 P 1022  
Date: 26-Jun-2015 04:07PM  
Fee: \$18.00 ACH  
Filed By: NPS  
BRENDA NELSON, Recorder  
MORGAN COUNTY  
For: STEWART TITLE INSURANCE AGENCY  
Recorded Electronically by Simplifile

(SUPP. TO MASTER FORM) LOAN NO.2111B  
TAKEDOWN #32

When recorded, return to:

U.S. Bank National Association,  
d/b/a Housing Capital Company  
265 E. River Park Circle, Ste. 460  
Fresno, CA 93720  
Attention: Loan Admin.

**SUPPLEMENTAL DEED OF TRUST INCORPORATING BY REFERENCE**

13647 (13330) **A MASTER FORM OF DEED OF TRUST  
(WITH SECURITY AGREEMENT AND  
ASSIGNMENT OF RENTS AND LEASES)**

03-WHR101  
00-0075-1101

By this agreement (this "Deed of Trust") dated as of June 15, 2015, the undersigned, **OAKWOOD HOMES OF UTAH LLC**, a Delaware limited liability company ("Trustor," whether one or more), whose address is 4908 Tower Road, Denver, Co 80249-6684, to secure the indebtedness and obligations hereinafter described, does hereby GRANT, BARGAIN, SELL, ASSIGN, and CONVEY, to Bonneville Superior Title Company, whose address is 1518 North Woodland Park Drive, Layton, UT 84041 and its substitutes or successors (the "Trustee"), for the benefit of **U.S. BANK NATIONAL ASSOCIATION, d/b/a HOUSING CAPITAL COMPANY** and its successors or assigns ("Beneficiary"), whose address is 265 E. River Park Circle, Ste. 460, Fresno, CA 93720, the real property (the "Land") situated in (i) Davis County, Utah, (ii) Wasatch County, Utah and (iii) Morgan County, Utah, as more particularly described in Exhibit A attached hereto and made a part hereof for all purposes.

TOGETHER WITH the following, whether now owned or hereafter acquired by Grantor:

(a) all improvements now or hereafter attached to or placed, erected, constructed or developed on the Land (the "Improvements"); (b) all equipment, fixtures, furnishings, inventory and articles of personal property (the "Personal Property"), now or hereafter attached to or used in or about the Improvements or which are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed, or developed, or which Personal Property is or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or, replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Land or Improvements; (c) all crops, farm products, timber and timber to be cut, and extracted Minerals (hereafter defined) pertaining to the Land; (d) all substances in, on, under, or above the Land which are now, or may become in the future, intrinsically valuable (that is, valuable in themselves) and which now or may be in the future enjoyed through extraction or removal from the Land (and the subsurface and all substrata below the subsurface), including without limitation, oil, gas, casing head gas and all other hydrocarbons, coal, lignite, methane, carbon dioxide, helium and all other non-hydrocarbon gases, uranium and all other radioactive substances, gold, silver, copper, iron and all other metallic substances or ores, and all other natural elements, compounds and substances, including sand and gravel (the "Minerals"); (e) all of Grantor's rights (but not its obligations) under any contracts relating to the Land, the Improvements, the Minerals or the Personal Property; (f) all water, water rights, water courses, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights and powers which are appurtenant to, located on, under or above or used in connection with the Land or the Improvements, or any part thereof, whether adjudicated or unadjudicated, conditional or absolute, tributary, nontributary or not nontributary, surface or underground, designated or undesignated water and water rights, and together with (i) all utilities, utility lines, utility commitments, utility capacity, capital recovery charges, impact fees and other fees paid in connection with same, (ii) reimbursements or other rights pertaining to utility or utility services provided to the Land and/or Improvements and (iii) the present or future use or availability of waste water capacity, or other utility facilities to the extent same pertain to or benefit the Land and/or Improvement; (g) Grantor's rights (but not obligations) under any documents, contract rights, accounts, commitments, construction contracts, production agreement, architectural agreements, reimbursement agreements and general intangibles

(including, without limitation, all reservations of or commitments or letters covering any such use in the future, whether now existing or hereafter created) trademarks, trade names and symbols arising from or by virtue of any transactions related to the Land, the Improvements, the Minerals or Personal Property; (h) all permits, licenses, franchises, certificates and other rights and privileges obtained in connection with the Land, the Improvements, the Minerals or the Personal Property; (i) all proceeds arising from or by virtue of the sale, lease or other disposition of the Land, the Improvements, the Minerals or the Personal Property; (j) all proceeds (including premium refunds) of each policy of insurance relating to the Land, the Improvements, the Minerals or the Personal Property; (k) all proceeds from the taking of any of the Land, the Improvements, the Minerals, the Personal Property or any rights appurtenant thereto by right of eminent domain or by private or other purchase in lieu thereof, including change of grade of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law; (l) all right, title and interest in and to all streets, roads, public places, easements and rights of way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Land; (m) all of the leases, rents, royalties, bonuses, issues, profits, revenues production agreements or other benefits of the Land, the Improvements, the Minerals or the Personal Property, including without limitation, cash or securities deposited pursuant to leases to secure performance by the lessees of their obligations thereunder; (n) all rights, hereditaments and appurtenances pertaining to the foregoing; (o) all collection, surrender or advance rights under any policy or policies of life insurance; (p) deposit account, certificate of deposit, or other account of Grantor with Beneficiary; and (q) other interests of every kind and character that Grantor now has or at any time hereafter acquires in and to the Land, Improvements, the Minerals and Personal Property described herein and all property described herein and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Grantor with respect to such property. The above described property is collectively called the "Mortgaged Property". This instrument is intended to create a valid and enforceable trust deed under Utah Code Ann. §§ 57-1-19 and -20, with all applicable rights and remedies provided by Utah law.

TO HAVE AND TO HOLD the Mortgaged Property, together with the rights, privileges and appurtenances thereto belonging, unto the Trustee and his substitutes or successors, forever, and Trustor hereby binds itself and its heirs, executors, administrators, personal representatives, successors and assigns to warrant and forever defend the Mortgaged Property unto the Trustee, his substitutes or successors and assigns, against the claim or claims of all persons claiming or to claim the same or any part thereof.

#### ARTICLE I.

#### INDEBTEDNESS

This Deed of Trust is given to secure the following:

1.1 Note: Payment of the indebtedness evidenced by that certain Revolving Promissory Note Secured by Security Instruments (the "Note") executed by Trustor, OAKWOOD HOMES LLC, a Colorado limited liability company, and OAKWOOD HOMES OF NEBRASKA LLC, a Delaware limited liability company (individually and collectively "Borrower"), payable to the order of Beneficiary, and bearing interest and being payable as set forth therein, and all modifications, increases, refinancings, renewals and extensions thereof (the Note being further described in, and constituting the same "Note" as defined in, the Master Form [hereafter described]).

1.2 Loan Agreement: Performance of all obligations of Borrower under any loan agreement (and any amendments thereto, if any) (the "Loan Agreement") between Borrower and Beneficiary pertaining to the use of the proceeds of the Note.

1.3 Deed of Trust: Payment of all sums advanced by Beneficiary to or for the benefit of Borrower contemplated hereby and performance of all obligations and covenants herein contained.

1.4 Other Indebtedness: Payment of any and all other indebtedness, of whatever kind or character, now owing or which may hereafter become owing by Borrower to Beneficiary, however and whenever incurred or evidenced, including, without limiting the foregoing, all

advances made by Beneficiary to Borrower, whether such advances are obligatory or optional up, it being agreed that this Deed of Trust shall be effective to secure payment of (a) all advances under the Loan Documents, both obligatory and optional; and (b) all other components of the secured indebtedness, described above to the same extent and with the same effect and priority as if all of the components of the secured indebtedness had been disbursed on or before the date this Deed of Trust was recorded, together with all other sums due hereunder or secured hereby.

The obligations above described are hereinafter collectively called the "Indebtedness." This Deed of Trust, the Note, the Loan Agreement, any guaranty guaranteeing the payment and performance of any of the Indebtedness, and any other instrument given to evidence or further secure the Indebtedness are hereinafter collectively called the "Loan Documents."

ARTICLE II.

INCORPORATION BY REFERENCE

2.1 A Master Form of Deed of Trust (With Security Agreement and Assignment of Rents and Leases) was duly recorded in the county or counties set forth below (such Deed of Trust and any amendments thereto, collectively referred to as the "Master Form"):

County	Volume, Document or Instrument Number	First Page Number (or Document Number) (if applicable)	Recording Date
County of Davis	2814917	B6067 P776	July 25, 2014
County of Morgan	132909	B314 P1269	September 15, 2014
County of Salt Lake	11887004	B 10248 P679	July 25, 2014
County of Utah	51344:2014		July 25, 2014
County of Wasatch	404470	B1112 P1330	September 15, 2014
County of Tooele	408089	Page 1 of 26	January 15, 2015

The following Articles and paragraphs of the Master Form are incorporated by reference and made a part of this Deed of Trust for all purposes, as though they were included in full herein:

All of Article 2 (Assignment of Rents and Leases), Article 3 (Security Agreement), Article 4 (Representations, Warranties, Covenants and Agreements of Trustor), Article 5 (Additional Liens), Article 6 (Miscellaneous), Article 7 (Events of Default), Article 8 (Remedies), Article 9 (Hazardous Materials) and Article 10 (Incorporation by Reference), Article 11 (Co-Borrowers), inclusive, of the Master Form.

2.2 By subscribing its name to this instrument, Trustor acknowledges that it has as of this date received a copy of the Master Form, as recorded, and that it is Trustor's intent that all provisions of the Master Form shall become a part of this instrument.

2.3 So long as this Deed of Trust is not released, the Master Form shall not be fully released. If notwithstanding the preceding sentence the Master Form is fully released at such time as this Deed of Trust is not released, then this Deed of Trust shall continue in full force and effect, including the applicable provisions of the Master Form incorporated by reference in this Deed of Trust.

2.4 With respect to any future amendment or modification of the Master Form executed by Trustor (or any future owner of the Mortgaged Property if different from Trustor) and duly recorded in the foregoing records, each Trustor acknowledges and agrees that any such amendment or modification of the Master Form shall constitute an amendment or modification to the terms and provisions of this instrument (and shall be incorporated herein and made a part hereof for all purposes, as though such amendment or modification of the Master Form were included in full herein) without the necessity of any other agreement executed by Trustor (or any subsequent owner of the Mortgaged Property if different from Trustor specifically referring to this instrument); and no such amendment or modification of the Master Form shall impair the obligations of Trustor under this instrument or any other of the Loan Documents.

DATED AND EFFECTIVE AS OF the date first set forth above.

**TRUSTOR:**

OAKWOOD HOMES OF UTAH LLC,  
a Delaware limited liability company

By: *RJM Sanderman*  
Name: Robert J. Sanderman  
Title: Executive Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF COLORADO §  
§  
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me on June 17, 2015, by Robert J. Sanderman, the Executive Vice President of OAKWOOD HOMES OF UTAH LLC, a Delaware limited liability company, on behalf of said corporation and companies.

SINDI K HATSIS  
Witness my hand and seal.  
STATE OF COLORADO  
NOTARY ID 20114076048  
MY COMMISSION EXPIRES FEBRUARY 7, 2016

*Sindi K. Hatsis*  
Notary Public, State of Colorado

My Commission Expires:  
February 7, 2016

Sindi K. Hatsis  
(Printed Name of Notary Public)

EXHIBIT A

Exhibit A to SUPPLEMENTAL DEED OF TRUST INCORPORATING BY REFERENCE A MASTER FORM OF DEED OF TRUST (WITH SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES) dated as of June 15, 2015, executed by OAKWOOD HOMES OF UTAH LLC, a Delaware limited liability company, for the benefit of U.S. BANK NATIONAL ASSOCIATION, d/b/a HOUSING CAPITAL COMPANY, as Beneficiary.

LEGAL DESCRIPTION

Lot A69, JORDANELLE RIDGE PLAT A, according to the Official Plat thereof as recorded in the Office of the Wasatch County Recorder, State of Utah.

Tax ID: OJD-1A69 and 00-0020-5806

(Jordanelle Ridge)

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PARCEL 1

Lots 2008 and 2023, CRESTPOINTE SUBDIVISION PHASE 1, according to the Official Plat thereof as recorded in the Office of the Davis County Recorder, State of Utah.

PARCEL 2

Lots 2103, 2110, 2114 and 2117, CRESTPOINTE SUBDIVISION PHASE 2, according to the Official Plat thereof as recorded in the Office of the County Recorder, State of Utah.

Tax ID: 01-445-2008, 01-445-2023, 01-456-2103, 01-456-2110, 01-456-2114, and 01-456-2117

(Crestpointe)

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Lot 229, THE VIEWS AT EAGLEWOOD VILLAGE P.U.D., PHASE 2, vacating, amending and re-subdividing Lot 6, Eaglewood Village Subdivision, according to the Official Plat thereof as recorded in the Office of the Davis County Recorder, State of Utah.

Tax ID: 01-464-0229

(Eaglewood Village)

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\* Lots 101, WHISPER RIDGE AT STONE CANYON PHASE 1 SUBDIVISION PRUD, according to the Official Plat thereof as recorded in the Office of the Morgan County Recorder, State of Utah.

Tax ID: 03-WHRID1-0101 and 00-0075-1101

(Whisper Ridge)

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[END OF LEGAL DESCRIPTION.]

EXHIBIT A - Legal Description  
LOANNO. 2111B