

(SUPP TO MASTER FORM) LOAN NO.2111B

TAKEDOWN #44

E 137364 B 325 P 233

Date 12-Feb-2016 01:26PM

Fee: \$35.00 ACH

Filed By: CB

BRENDA NELSON, Recorder

MORGAN COUNTY

For: COTTONWOOD TITLE INSURANCE AGE
Recorded Electronically by Simplifile

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.

CTIA 81650-TF

PIN 00-0003-3330, Serial No 03-005-016

PIN 00-0005-3056, Serial No 03-005-015-01

**SUPPLEMENTAL DEED OF TRUST INCORPORATING BY REFERENCE
A MASTER FORM OF DEED OF TRUST
(WITH SECURITY AGREEMENT AND
ASSIGNMENT OF RENTS AND LEASES)**

By this agreement (this "Deed of Trust") dated as of February 2, 2016, 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 Cottonwood Title Insurance Agency, Inc., whose address is North 1996 East 6400 South, Suite 120, Salt Lake City, UT 84121 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) 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: [Signature]
Name: Chris A. Bakken
Title: CEO

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 February 8, 2016, by Chris Bakken, the CEO of Oakwood Homes of Utah LLC, as manager of OAKWOOD HOMES OF UTAH LLC, a Delaware limited liability company, on behalf of said corporation and

MAHELEN A. FRASCO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 18914012372
MY COMMISSION EXPIRES FEBRUARY 18, 2019

[Signature]
Notary Public, State of Colorado

My Commission Expires
02-19-19

Maheleen A. Frasco
(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 February 2, 2016, 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

PARCEL 1:

The North 495 feet of the Southeast quarter of the Southwest quarter of Section 22, Township 5 North, Range 1 East, Salt Lake Base and Meridian, also described as:

Beginning at a point which is West 1319.87 feet and North 825.00 feet from the South quarter corner of Section 22, Township 5 North, Range 1 East, Salt Lake Base and Meridian, and running thence North 484.85 feet; thence North 89°24'46" East 1308.02 feet; thence South 00°30'57" East 498.31 feet; thence West 1312.44 feet to the point of beginning.

PARCEL 1A:

A right of way being 30.0 feet on each side of and parallel to the following described centerline as disclosed by that certain Quit Claim Deed recorded February 3, 1995 as Entry No. 67446 in Book M110 at Page 319 of official records:

Beginning at a point South 0°07'42" East 2381.14 feet from the North quarter corner of Section 27, Township 5 North, Range 1 East and running thence North 83°07'06" West 309.82 feet; thence North 61°41'45" West 276.93 feet; thence North 14°05'39" West 249.88 feet; thence North 15°11'39" East 289.68 feet; thence North 03°13'12" East 241.46 feet; thence North 8°55'36" West 576.65 feet; thence North 11°06'18" West 228.19 feet; thence North 18°20'33" West 422.69 feet; thence North 30°13'48" East 130.31 feet; thence North 140.2 feet.

PARCEL 1B:

A right of way appurtenant to Parcel 2, 30 feet wide, being 5 feet East of and 25 feet West of the centerline of an existing water pipe line running through said property as disclosed by that certain Quit Claim Deed recorded February 3, 1995 as Entry No. 67 446 in Book M11 0 at Page 319 of official records.

PARCEL 2:

(Property North of Whisper Ridge at Stone Canyon Phase I Subdivision PRUD)

This parcel being located in Section 22 and 27, Township 5 North, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the South quarter corner of Section 22, Township 5 North, Range 1 East, Salt Lake Base and Meridian and running thence South 00°13'58" West along the quarter section line 1378.05 feet; thence East 11.15 feet; thence South 00°34'30" West 319.37 feet; thence South 15°05'17" East 136.51 feet; thence South 15°05'11" East 452.73 feet; thence South 15°10'00" East 135.77 feet; thence South 38°15'00" East 75.00 feet; thence South 41°30'00" West 29.88 feet; thence North 75°07'24" West 171.95 feet; thence South 43°33'36" West 34.13 feet; thence Southeasterly 59.18 feet along a 144.50 foot radius curve to the left, chord bears South 12°37'47" East for 58.77 feet; thence Southeasterly 22.13 feet along a 111.80 foot radius curve to the right, chord bears South 18°41'02" East for 22.09 feet; thence South 13°01'24" East 637.50 feet to a UDOT right of way line; thence South 70°33'08" West 27.56 feet along said UDOT right of way line; thence South 77°57'06" West 147.20 feet along said UDOT right of way line; thence Southeasterly 231.51 feet along a 1372.40 foot radius curve to the right (chord bears

EXHIBIT A Legal Description
LOAN NO 2111B

South 82°47'04" West for 231.23 feet along said UDOT right of way line; thence Northerly along the centerline of Strawberry Creek the following 2 courses: North 21°44'52" East 55.70 feet; thence North 41°08'45" East 49.10 feet; thence North 02°16'28" West 54.97 feet to a point on the Westerly line of Strawberry Creek; thence along said Westerly line the following three courses: North 32°46'31" East 29.48 feet; thence North 45°01'22" East 81.05 feet; thence North 04°25'28" East 38.25 feet; thence North 00°22'15" East 97.89 feet to a point on the centerline of said Strawberry Creek; thence along said centerline the following four courses: North 16°49'50" West 38.94 feet; thence North 01°38'14" West 48.79 feet; thence North 17°41'20" West 61.16 feet; thence North 17°37'52" East 16.45 feet; thence leaving said centerline and running South 89°22'05" East 132.01 feet; thence North 13°01'24" West 160.43 feet; thence North 00°13'58" East 170.02 feet; thence North 82°45'25" West 309.81 feet; thence North 61°20'04" West 276.93 feet; thence North 13°43'58" West 249.88 feet; thence North 15°33'20" East 289.68 feet; thence North 03°40'30" East 242.04 feet; thence North 08°19'22" West 578.89 feet; thence North 10°32'01" West 228.19 feet; thence North 17°42'21" West 200.95 feet; thence North 17°45'20" West 223.07 feet; thence North 30°49'15" East 130.31 feet; thence North 00°35'27" East 140.20 feet to the section line; thence North 89°24'33" West 607.26 feet; thence North 00°35'27" East 824.97 feet; thence South 89°24'33" East 1312.44 feet; thence South 00°04'30" West 825.00 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM that portion lying Easterly of the line as described in Boundary Line Agreements recorded as Entry Nos. 108328, 108329, 108330, 108331, 108743, 108744, 108745 and 108746, said land lying East of said boundary lines was also reconveyed by a Partial Reconveyance recorded in Book 250 at Page 133.

ALSO LESS: All of Whisper Ridge at Stone Canyon Phase I Subdivision PRUD, according to the official plat thereof and of record in the Morgan County Recorder's office.

APN 00-0003-3330 and 00-0005-3056

(Whisper Ridge)

[END OF LEGAL DESCRIPTION.]