

WHEN RECEIVED MAIL TO

ENT 13921 BK 2511 PG 63
NINA B REID UTAH COUNTY RECORDER DEF JS
1988 MAY 16 2:36 PM FEE 11.00
RECORDED FOR ASSOCIATED TITLE COM

SPACE ABOVE THIS LINE FOR RECORDER

ALL-INCLUSIVE TRUST DEED

With Assignment of Rents

THIS ALL-INCLUSIVE TRUST DEED made this 12 day of May, 19 88, between ROYD FLETCHER JR.,
whose address is _____ as TRUSTOR
(Street and Number) (City) (State)

ASSOCIATED TITLE COMPANY, as TRUSTEE, and

MONTE SCOTT NYMAN, REBECCA NYMAN, ANDRICK G. BLACK, AND LINDA J. BLACK, as BENEFICIARY.

WITNESSETH That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property situated in Utah County, State of Utah.

See Exhibit "A" attached hereto and made a part hereof

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, and issues, profits, income tenements, hereditaments, privileges and appurtenances hereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits;

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by an All-Inclusive Promissory Note (hereinafter the "Note") of even date herewith, in the principal sum of \$ 75,000.00 made by Trustor, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and or renewals or modifications thereof, (2) the performance of each agreement of Trustor herein contained, (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or his successors or assigns when evidenced by a Promissory Note or Notes reciting that they are secured by this Trust Deed, and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

This instrument is an All-Inclusive Trust Deed subject and subordinate to the following instruments (hereinafter "Senior Encumbrances"):

(1) A Trust Deed/Mortgage recorded 12-18-87 as Entry No. 45635 in Book 2477 at Page 502 of Official Records of Utah County Utah, which, if a Trust Deed secures a Promissory Note in the original principal amount of, or if a Mortgage, is in the original principal amount of SIXTY THREE THOUSAND TWO HUNDRED Dollars, (\$ 63,200.00), dated Dec 18, 19 88, in favor of CROSSLAND MORTGAGE CORP Beneficiary/Mortgagee, with the Trustor/Mortgagor being MONTE SCOTT & REBECCA NYMAN, ANDRICK G. & LINDA J. BLACK If a Trust Deed, its Trustee is ASSOCIATED TITLE COMPANY

(2) A Trust Deed/Mortgage recorded _____ as Entry No. _____ in Book _____ at Page _____ of Official Records of _____, which, if a Trust Deed secures a Promissory Note in the original principal amount of, or if a Mortgage, is in the original principal amount of _____ Dollars, (\$ _____), dated _____, 19 _____, in favor of _____ Beneficiary/Mortgagee, with the Trustor/Mortgagor being _____ If a Trust Deed, its Trustee is _____

The Promissory Note(s) secured by said Trust Deed(s) is (are) hereinafter referred to as the "Senior Note(s)". Nothing in this Trust Deed, the Note, or any deed in connection herewith shall be deemed to be an assumption by the Trustor of the Senior Notes or Senior Encumbrances.

*NOTE Trustee must be a member of the Utah State Bar, a bank, building and loan association, savings and loan association, or insurance company authorized to do such business in Utah, a corporation authorized to conduct a trust business in Utah, a title insurance or abstract company authorized to do such business in Utah, or a U.S. Government Agency

This form has been approved by the Utah Real Estate Commission

FORM NO 142 - B

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C-244

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES

1 To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting said property, not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general; and if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Trustor further agrees:

(a) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and

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(b) To allow Beneficiary to inspect said property at all times during construction

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2 To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

3 To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4 To appear in and defend any action or proceeding purporting to affect the security thereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5 To pay all taxes, insurance and assessments of every kind or nature as and when required by the Holders of Senior Encumbrances or when otherwise due in absence of any requirements under the Senior Encumbrances.

6 Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay reasonable legal fees.

7 To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate borne by the principal balance under the Note until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8 Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note of endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any persons for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

10 As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, profits of the property affected by this Trust Deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

11 Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said

rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12 The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damages of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

13 The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

14 Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of an agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligation hereof, and Trustee shall file such notice for record in each county wherein said property or some part of parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

15 After the lapse of such time as may then be required by law following the recording of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every case, notice of postponement shall be given by public declaration thereof to such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the trustfulness thereof. Any person, including Beneficiary, may bid at the same. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the evidence of title procured in connection with such sale, (2) all sums expended under the terms hereof, not then repaid, with accrued interest at the rate borne by the principal balance under the Note from date of expenditure, (3) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto; or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

16 Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and 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 a reasonable attorney's fee in such amount as shall be fixed by the court.

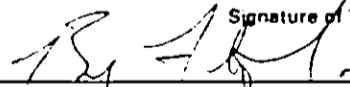
17 Beneficiary may appoint a Successor Trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part hereof is situated, a substitution of Trustee. From the time the substitution is filed for record, the new Trustee shall succeed to all powers, duties, authority and title of the Trustee named herein or of any Successor Trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

18 This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the note secured hereby. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and is neuter, and the singular includes the plural.

19 Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

20 This Trust Deed shall be construed according to the laws of the State of Utah.

21 The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

Signature of Trustor


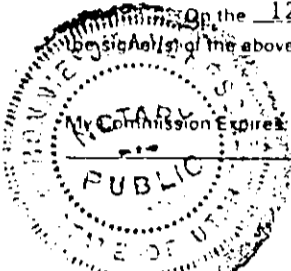
(If Trustor an Individual)

STATE OF UTAH

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ss. COUNTY OF Utah

On the 12th day of May, 1988, personally appeared before me Boyd Fletcher, Jr. of the above instrument, who duly acknowledged to me that he executed the same



My Commission Expires 5-22-90

Boyd Fletcher, Jr.
NOTARY PUBLIC
Residing at Provo, Utah

(If Trustor a Corporation)

STATE OF UTAH

ss. COUNTY OF _____

On the _____ day of _____, 19____, personally appeared before me _____ who being by me duly sworn, says that he is the _____ of the corporation that executed the above and foregoing instrument and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by authority of a resolution of its board of directors) and said _____ acknowledged to me that said corporation executed the same.

My Commission Expires _____

NOTARY PUBLIC
Residing at _____

REQUEST FOR FULL RECONVEYANCE

(To be used only when indebtedness secured hereby has been paid in full)

TO TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Trust Deed. Said note, together with all other indebtedness secured by said Trust Deed has been fully paid and satisfied and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Trust Deed, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Trust Deed delivered to you herewith, together with the said Trust Deed, and to reconvey, without warranty, to the parties designated by the terms of said Trust Deed, all of the estate now held by you thereunder

DATED _____ 19 _____

Mail reconveyance to _____

Unit 27 SUNDANCE COTTAGES, an expandable Utah condominium project containing convertible land, as the same is identified in the Record of Survey Map recorded May 20, 1987, in the office of the county recorder of Utah County, Utah, as Entry No. 19867, and Map Filing No. 3452, (as said Record of Survey Map may have heretofore been amended or supplemented) and in the Condominium Declaration therefore recorded concurrently therewith in said office in Utah County, Utah, as Entry No. 19868, in Book 2417, at Page 379, (as said Declaration may have heretofore been amended or supplemented).

TOGETHER WITH the entire undivided ownership interest in said Project's Common Areas and facilities which is appurtenant to said units as established by said record of survey map and condominium declaration and allowing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates.

Said Condominium project is situated within the following described property.

Beginning at the Corner Common to Sections 10, 11, 14 and 15, Township 5 South, Range 3 East, Salt Lake Base and Meridian; thence South 0 deg. 07' 50" East 160.25 feet; thence North 49 deg. 01' 00" East 497.93 feet; thence North 0 deg. 50' 00" East 259.71 feet; thence along the arc of a 211.27 foot radius curve to the right 89.51 feet; the chord of which bears North 66 deg. 55' 14" East 88.85 feet; thence along the arc of a 87.70 foot radius curve to the left 66.28 feet, the chord of which bears North 57 deg. 24' 22" East 64.72 feet; thence North 92.23 feet; thence North 42 deg. 57' 18" West 329.41 feet to the Southeast corner of the Kenneth Franck property described as Lot "A", and Lot "B" on Administratrix's Deed 6437; thence along the South line of said Franck property South 89 deg. 52' 10" West 293.71 feet to the East line of Timphaven Homes Plat "2"; thence South 0 deg. 07' 50" East along said plat line 820.35 feet to the point of beginning. Basis of Bearings: The Section line between the Southwest corner of Section 11 and the West Quarter Corner of Section 11, Township 5 South, Range 3 East, Salt Lake Base and Meridian; being North 0 deg. 07' 50" West;

TOGETHER WITH (1) a perpetual, nonexclusive easement over, along and across the property described in the immediately succeeding paragraph (the "Servient Tenement") for pedestrian and vehicular ingress to and egress from the property described in the immediately preceding paragraph (the "Dominant Tenement"); and (2) a perpetual, nonexclusive easement in, through, along and across the Servient Tenement to install, use, keep, maintain, repair and replace, as required, utility lines, pipes and conduits of all types for the benefit of and appurtenant to the Dominant Tenement;

Beginning at a point on the Easterly fee title boundary of Sundance Cottages, a Utah condominium project, said point being North 487.69 feet and East 516.31 feet from the Southwest corner of Section 11, Township 5 South, Range 3 East, Salt Lake Base and Meridian; thence along the arc of a 87.70 foot radius curve to the left 12.43 feet, the chord of which bears North 31 deg. 41' 31" East 12.42 feet; thence North 27 deg. 37' 50" East 167.29 feet; thence along the arc of a 98.81 foot radius curve to the right 18.28 feet to the Southwesterly right of way of the Alpine Loop Highway, the chord of which bears North 32 deg. 55' 47" East 18.25 feet; thence along the arc of a 578.72 foot radius curve to the right 30.30 feet along said right of way, the chord of which bears North 42 deg. 37' 01" West 30.30 feet; thence along the arc of a 128.81 foot radius curve to the left 28.68 feet, the chord of which bears South 34 deg. 00' 35" West 28.62 feet; thence South 27 deg. 37' 50" West 124.06 feet to the Easterly fee title boundary of said Cottages; thence South 62.79 feet along said Easterly boundary to the point of beginning.

TOGETHER WITH rights of ingress and egress and for utilities set forth as follows:

An Easement Deed recorded December 18, 1986, as Entry No. 43593, in Book 2367, at Page 207, Utah County Recorder's Office.

An Easement Deed recorded December 18, 1986, as Entry No. 43595, in Book 2367, at Page 215, Utah County Recorder's Office.