

WHEN RECORDED MAIL TO:  
TerraBrook  
Attn: Ms Cathleen Chapman  
3030 LBJ Freeway - LB6 - Suite 1500  
Dallas, Texas 75234  
Escrow No. 44507-CP

7643269  
05/22/2000 11:38 AM 47.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
BY: ZJM, DEPUTY - WI 3 P.

## DEED OF TRUST

This Deed of Trust is made and granted as of this, 19<sup>th</sup> day of May, 2000, by CENTEX HOMES, a Nevada General Partnership, ("Trustor") to First American Title Insurance Company ("Trustee") for the benefit of DAE/Westbrook, L.L.C. ("Beneficiary").

WHEREAS, Trustor is justly indebted to Beneficiary in an amount equal to the difference between \$165,725.00 and the amount of the Impact Fees imposed by the City of Draper against all the Lots (defined below), which amounts are due pursuant to the terms of that certain Purchase and Sale Agreement dated May 1, 2000 between Beneficiary and Trustor (the "Obligation").

WHEREAS, Beneficiary has requested that the Obligation be secured by this Deed of Trust and Trustor by its execution hereof desires to secure the performance of this aforementioned Obligation.

NOW, THEREFORE, for and in consideration of the foregoing and for and in consideration of Ten Dollars (\$10.00) cash in hand paid to Trustor, and for other good and valuable consideration the receipt of which is hereby acknowledged, Trustor does hereby grant, bargain, sell, and convey to the Trustee IN TRUST, with power of sale, all those certain parcels or lots of land, together with all the buildings and improvements now or hereafter constructed thereon, and all other rights, privileges and appurtenances belonging or in any way appertaining thereto, situate, lying and being in Salt Lake County, Utah, and more particularly described on Exhibit A attached hereto and incorporated herein for all purposes (each singularly the "Lot" and collectively the "Lots") as security, to secure the payment of the Obligation.

The parties hereto do further covenant and agree as follows:

1. Trustor hereby covenants that Trustor owns the Lots in fee simple and has the right to convey them; that Trustor will execute such further assurances of title as may be requisite; that Trustor will pay punctually and promptly the Obligation; and that no purchaser hereunder shall be required to look to the application of the purchase monies.

2. Trustor covenants that during the continuance of this Deed of Trust, subject to the right to contest same by all legally permissible means, Trustor will pay all taxes, levies, assessments and charges upon the Lots so that the same shall not be returned delinquent on account of the nonpayment thereof, as long as any obligation upon the Trustor under this Deed of Trust remains unpaid, and keep and perform the terms and conditions of any senior encumbrance or encumbrances, if any.

3. Upon final payment in full of the Obligation due hereunder for the Lots, Trustor shall be entitled to have said Lots released from the lien and effect of this Deed of Trust. If the amount of Impact Fees imposed by the City of Draper against each Lot is \$ 4735.00 or greater, no amount shall be due to Beneficiary for such Lots and they shall be released without payment. The preparation and recording of such releases shall be the responsibility of the Beneficiary.

7643269

BK8362PG9216



**EXHIBIT A**

Lots 114-130, 135-140, 159-161, 168-176, Oak Vista No. 3, at SunCrest as shown on the Official Plat recorded December 28, 1999 as Entry No. 7542856 in Book 99-12P and Page 344 of the Official Records of Salt Lake, Utah.

BK 8362 PG 9218