

7613683

WHEN RECORDED MAIL TO:

Gordon P. Evans
2991 Mt. Springs Road
Holladay, Utah 84117

7613683
04/07/2000 04:33 PM 25.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: SBH, DEPUTY - WI 6 P.

**DEED OF TRUST
WITH ASSIGNMENT OF RENTS**

This Deed of Trust, made this 31st day of March 2000, between Scott R. Turville, as Trustor, whose address is 1528 Evergreen Lane, Salt Lake City, Utah, **FIRST AMERICAN TITLE INSURANCE AGENCY, INC., a Utah corporation**, as Trustee, and **Gordon P. Evans**, as Beneficiary, WITNESS: That Trustor CONVEYS AND WARRANTS to trustee in trust, with power of sale, the following described property, situated in SALT LAKE County, State of Utah:

See Exhibit "A" attached hereto and made a part hereof by this reference.

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power an 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 a promissory note of even date hereof in the principal sum of **\$502,928.00**, 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 Deed of Trust; 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.

To Protect The Security of This Deed of Trust, 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

(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 numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. 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.

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3. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to 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.

4. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do 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 his reasonable fees.

5. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of 24% per annum until paid, and the repayment thereof shall be secured hereby.

6. To pay to Beneficiary a "late charge" of not to exceed five (5) cents for each One Dollar (\$1.00) of each payment due hereunder or due pursuant to the aforesaid promissory note of even date hereof which is more than fifteen (15) days in arrears. This payment shall be made to cover the extra expense involved in handling delinquent payments.

No Late Charge

IT IS MUTUALLY AGREED THAT:

7. 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.

8. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Deed of Trust and the note for endorsement (in case of full reconveyance, for cancellation and retention) without affecting the liability of any person for the payment of the indebtedness secured hereby, and without releasing the interest of any party joining in this Deed of Trust, 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 Deed of Trust or the lien or charge thereof; (d) grant any extension or modification of the terms of this loan; (e) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the persons entitled thereto", and the recitals therein of any matters of facts shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay reasonable trustee's fees for any of the services mentioned in this paragraph.

9. As additional security, Trustor hereby assigns to Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Deed of Trust 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 Deed of Trust to any such tenancy, lease or option.

10. 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.

11. 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 damage 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.

12. 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.

13. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the

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performance of any 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 obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

14. After the lapse of such time as may then be required by law following the recordation 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 such 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 such case, notice of postponement shall be given by public declaration thereof by 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 of warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the cost and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at 24% per annum from date of expenditure; (4) all other sums the 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.

15. Trustor agrees to surrender possession of the hereinabove described Trust property to the Purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Trustor.

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 Deed of Trust 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 thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the 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 Deed of Trust 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 Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

19. Trustee accepts this Trust when this Deed of Trust, 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 Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

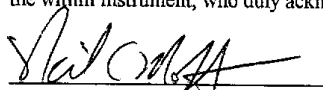
20. This Deed of Trust shall be construed according to the laws of the State of Utah.

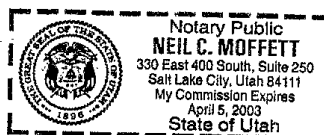
21. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.


Scott R. Turville

STATE OF UTAH)
:ss.
County of Salt Lake)

On the 31 day of March, 2000, A.D. personally appeared before me Scott R. Turville the signer of the within instrument, who duly acknowledged to me that he executed the same.


Notary Public



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REQUEST FOR FULL RECONVEYANCE

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

TO: FIRST AMERICAN TITLE INSURANCE AGENCY, INC., a Utah corporation

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 _____, 2000

Mail reconveyance to: _____

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EXHIBIT "A"

PARCEL 1:

An undivided one half interest in the following described tract of land:

Lot A CARRIGAN VIEW SUBDIVISION, according to the official plat thereof, as recorded in the office of the County Recorder of said County.

PARCEL 2:

Intentionally Omitted.

PARCEL 3:

Intentionally Omitted.

PARCEL 4:

Beginning at the Northwest corner of Lot 5 of CARRIGAN VIEW SUBDIVISION, said subdivision being located in Section 14, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 30°32' West 165.47 feet; thence Southwesterly along a curve to the left 88.53 feet; thence North 64°42' West 21.1 feet; thence Northwesterly along a curve to the left 45.94 feet; thence South 24°30' West 11.83 feet more or less; thence North 17°39' West 183.98 feet; thence South 89°41'10" East 207.97 feet to beginning.

PARCEL 5:

Beginning South 89°41'10" East 1110.3 feet and North 18°24'07" West 447.604 feet from the Southwest corner of Section 14, Township 1 South, Range 1 East, Salt Lake Base and Meridian and running thence North 18°24'07" West 627.838; thence South 89°41'10" East 563.88 feet; thence North 86°30' East 220.11 feet; thence North 02°45'32" East 291.35 feet; thence South 89°41'10" East 135.79 feet; thence South 00°08'54" West 235.776 feet; thence Easterly along a 45.109 foot radius curve to the right 13.472 feet; thence Easterly along a 30 foot radius curve to the left 22.428 feet; thence North 78°35'14" East 209.01 feet; thence Easterly along a 511.386 foot radius curve to the left 22.363 feet; thence North 00°08'54" East 197.859 feet; thence South 89°41'10" East 337.03 feet; thence South 00°17'39" East 183.98 feet, more or less, thence South 24°30' West 130.17 feet; thence Northwesterly along a curve to the left 354.88 feet; thence South 11°30'30" East 131.45 feet; thence South 47°54' East 360 feet; thence South 35°06' West 353.9 feet; thence South 00°18'50" West 484.12 feet; thence North 89°41'10" West 5.0 feet; thence North 00°18'50" East 265.0 feet; thence North 89°41'10" West 727.782 feet, more or less, to the point of beginning.

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PARCEL 6:

Beginning at a point North 00°18'50" East 50.0 feet from the Northwest corner of Lot 8, Arcadia Heights Plat A, Amended Subdivision, said subdivision being located in Section 14, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 89°41'10" East 340.0 feet; thence South 00°18'50" West 64.77 feet; thence North 66°30'00" East 230.77 feet, more or less; thence North 13°00'00" East 156.12 feet; thence North 00°17'39" West 411.34 feet, more or less; thence North 69°30'00" West 9.31 feet; thence South 42°06'00" West 153.00 feet, more or less; thence North 47°54'00" West 360.00 feet; thence South 35°06'00" West 353.90 feet, more or less; thence South 00°18'50" West 434.12 feet to the point of beginning.

PARCEL 7:

Beginning at a point which is North 00°07'45" West 1335.05 feet and North 89°51'06" West 667.03 feet from the South quarter corner of Section 14, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 89°51'06" West 260.540 feet; thence South 00°08'54" West 235.776 feet to the point of beginning of a 45.109 foot radius curve to the right (bearing to the center is South 14°17'59" West); thence along the arc of said curve 13.472 feet (Delta=17°06'40") to the point of beginning of a 30.00 foot radius curve to the left (bearing to center is North 31°25'14" East); thence along the arc of said curve 22.498 feet (Delta=42°50'00"); thence North 78°35'14" East 209.010 feet to the point of beginning of a 511.386 foot radius curve to the left (bearing to center is North 11°24'46" West) thence along the arc of said curve 22.363 feet (Delta=02°30'20"); thence North 0°08'54" East 197.859 feet to the point of beginning.

PARCEL 8

Beginning North 00°17'39" West 1320 feet and South 89°41'10" East 576.8 feet from the Southwest corner of Section 14, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°41'10" East 999.84 feet; thence South 02°45'32" West 291.35 feet; thence South 86°30' West 220.11 feet; thence North 89°41'10" West 696.29 feet; thence North 17°42'04" West 124.72 feet; thence North 09°40' West 190.0 feet to the point of beginning.

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