跳8396PG5748

WHEN RECORDED RETURN TO: J. Floyd Hatch The Hatch Group, Ltd. 1939 South 300 West, Suite 200 Salt Lake City, UT 84115

ACCOMMODATION RECORDING ONLY
FIRST ACTEM TO THE MAKES NO
REPRES DETATIONS TO CONDITION OF
THEE MODE COES IT ACSUME
ANY RESPONSIMILITY FOR VALIDITY,
SUFFICIENCY OR AFFECT OF DOCUMENT.

7745940

10/25/2000 11:42 AM 12.00

Book - 8396 Pg - 5748-5749

NANCY WORKMAN

RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE

BY: SLH, DEPUTY - WI 2 P.

## TRUST DEED

(Fourth South)

THIS TRUST DEED is made this <u>1</u> day of July, 2000, between THE HATCH GROUP, LTD., a Utah limited partnership, of 1939 South 300 West, Suite 200, Salt Lake City, Utah 84115 as Trustor, FIRST AMERICAN TITLE INSURANCE COMPANY – UTAH DIVISION, of 330 East Fourth South, Salt Lake City, Utah 84111, as Trustee, and INTERMOUNTAIN REALTY GROUP, a Utah corporation, of 1939 South 300 West, Suite 200 Salt Lake City, Utah 84115, as Beneficiary.

Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property located in Salt Lake County, Utah:

Beginning 7 Rods East of the Northwest corner of Lot 5, Block 34, Plat "B", Salt Lake City Survey, and running thence South 10 Rods, thence East 3 Rods, thence South 6 Rods, thence East 8.5 Rods, thence North 6 Rods, thence West 4.5 Rods, thence North 10 Rods, thence West 7 Rods to the point of beginning.

Tax Serial No. 16 -06-406 -020 - 0000

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 now or hereafter used or enjoyed with said property, or any part thereof;

SUBJECT TO covenants, conditions, easements and encumbrances of record.

FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of \$300,000, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and payment of any sums expended or advanced by Beneficiary to protect the security hereof.

Trustor agrees to pay all taxes and assessments on the above property, to pay all charges and assessments on water or water stock used on or with said property, not to commit waste, to maintain adequate fire insurance on improvements on said property, to pay all costs and expenses of collection (including Trustee's and attorney's fees in event of default in payment of the indebtedness secured hereby) and to pay reasonable Trustee's fees for any of the serviced performed by Trustee hereunder, including a reconveyance hereof.

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

THE HATCH GROUP, LTD.

By Stoyd Hatch General Partner

J. Floyd Hatch, General Partner

STATE OF UTAH : SS. COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 7th day of July, 2000, by J. Floyd Hatch, General Partner of The Hatch Group, Ltd.

MARY CUNNINGHAM RICKS Notary Public State of Ulah My Commission Expires July 8, 2002 1939 South 300 West SLC, UT 84115

My commission expires: 8 July 2002

Mary Cunningham Richs

Notary Public

Residing at Salt Late City, Utak

542876