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DRAFTED BY AND WHEN RECORDED RETURN TO:

William J. Perrone
 Dykema Gossett PLLC
 201 Townsend Street, Suite 900
 Lansing, Michigan 48933

**DEED OF TRUST WITH ASSIGNMENT OF RENTS,
 SECURITY AGREEMENT AND FIXTURE FILING**

This Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") is made as of November 24, 2008, among, CHELSEA APARTMENTS, L.L.C., a Utah limited liability company (the "Trustor" or "Borrower"), the address of which is 5441 Cottonwood Club Drive, Salt Lake City, Utah 84117, LANDMARK TITLE COMPANY ("the Trustee"), the address of which is 675 East 2100 South, Suite 200, Salt Lake City, Utah 84106 and FARM BUREAU LIFE INSURANCE COMPANY OF MICHIGAN, a Michigan Insurance Corporation (the "Beneficiary"), the address of which is P.O. Box 30400, 7373 West Saginaw Highway, Lansing, Michigan, 48909.

WITNESSETH:

WHEREAS, at the request of the Trustor, the Beneficiary has agreed to make a loan in the aggregate principal sum of \$1,090,000.00 (the "Loan") to assist the Trustor in refinancing the purchase and improvement of the real property described in Schedule A hereto together with certain personal property and fixtures related thereto and described in Schedule B hereto; and

WHEREAS, as a condition of the Loan Agreement, dated as of even date herewith, between the Beneficiary and the Borrower (the "Loan Agreement"), the Borrower is required to grant to the Beneficiary a first and prior lien on the real property described in Schedule A, and a first and prior security interest on the personal property and fixtures described in Schedule B.

NOW, THEREFORE, in consideration of the Beneficiary's agreement to make the Loan, the Trustor agrees as follows, which agreements shall, to the extent permitted by law, be deemed to run with the land:

1. Conveyance in Trust. The Trustor conveys and warrants to Trustee in trust with power of sale, certain real property situated in the State of Utah, County of Salt Lake, as more particularly described in Schedule A attached hereto (the "Real Property") together with (1) all the estate, title, interest and rights of the Trustor in and to the premises and all buildings and improvements of every kind and description now or hereafter placed upon the premises or any part thereof, (2) all heretofore or hereafter vacated alleys and streets abutting the premises, (3) all fixtures and equipment, regardless of their character as personal property, now or hereafter on or used in connection with the premises, including, but not limited to, all lighting, heating, cooling,

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ventilating, air conditioning, plumbing, sprinkling, communicating and electrical systems, and all machinery, appliances, fixtures and equipment of every type, nature and description now or hereafter on or used in connection with the premises, all of which furniture, fixtures and equipment shall be deemed to be a part of the real property and covered by the lien hereof, (4) all the estate and interest, homestead or other claim which Trustor now has or may hereafter acquire in and to said property and (5) all of the rents, profits and leases thereof and the tenements, hereditaments, easements, privileges and appurtenances thereto. (Any reference herein to the "Deed of Trust Premises" or to the "Premises" shall be deemed to apply to the above-described Real Property and to such buildings, fixtures, furniture and equipment, and to the rents, profits and leases thereof, and to such tenements, hereditaments, easements, privileges and appurtenances, unless the context shall require otherwise.)

TO HAVE AND TO HOLD the Premises, with all of the tenements, hereditaments, easements, appurtenances and other rights and privileges thereunto belonging or in any manner now or hereafter appertaining thereto, for the use and benefit of the Beneficiary upon the conditions hereinafter set forth.

2. Secured Obligations. This Deed of Trust secures the following (hereinafter referred to collectively as the "Secured Obligations"):

(a) The payment when due (and not merely the ultimate collectibility) of the Loan which, together with all refinancings, extensions, renewals, modifications and replacements thereof are hereafter referred to collectively as the "Loan."

(b) The due and punctual performance and observance of all of the obligations of the Trustor under the Promissory Note, dated as of even date herewith, from the Trustor to the Beneficiary (the "Note") and all other documents that evidence, secure or otherwise relate to the Loan, including without limitation the obligations arising hereunder and under the Loan Agreement.

(c) The due and punctual performance of the payment when due of all other obligations or indebtedness of the Trustor to the Beneficiary, however created, evidenced or arising, whether direct or indirect, absolute or contingent, now or hereafter arising, due or to become due.

(d) Any additional loans hereafter made by the then holder of the Note secured hereby to the owner of the Real Property, provided that this Deed of Trust is specifically referenced in the documents evidencing or securing any such loan.

3. Representations, Warranties and Agreements. The Trustor represents and warrants to the Beneficiary and agrees that:

(a) The Trustor guarantees payment when due of the Loan and guarantees the due and punctual performance and observance of all of its obligations under this Deed of Trust, the Loan Agreement, the Note, and the other documents that evidence, secure or otherwise relate to the Loan.

(b) At the time of the execution and delivery of this Deed of Trust, the Trustor is well and truly seized of the Real Property in fee simple, free of all easements, liens and encumbrances whatever, except as consented to by the Beneficiary, which consent will not be unreasonably withheld, and the Trustor will forever warrant and defend the same against any and

all other claims whatever, and, except as otherwise provided in this Deed of Trust, the lien created hereby is and will be kept as a first lien upon the Premises and every part thereof.

(c) The Trustor shall provide the Beneficiary with certificates of occupancy and such other documents, information and statements pertaining to the Deed of Trust Premises and its operations as the Beneficiary may reasonably request.

4. Taxes, Assessments and Insurance Premiums. Until the Secured Obligations have been satisfied in full, the Trustor shall pay to the Beneficiary monthly escrow payments, in such amounts and at such times as may be reasonably determined by the Beneficiary, in order that the Beneficiary may timely:

(a) Pay all taxes, assessments and other charges and encumbrances levied on the Premises before any penalty for nonpayment attaches thereto. Notwithstanding the foregoing or any other provision in any other document related hereto to the contrary, Trustor may, in good faith and by appropriate proceedings diligently pursued, contest any such taxes, assessments and other charges and, in the event of any such contest, may, if permitted by law, instruct the Beneficiary that the taxes, assessments and other charges so contested are to remain unpaid during the period of such contest and any appeal therefrom, provided that at all times during such period enforcement of such contested item shall be effectively stayed, the Beneficiary is advised periodically of the status of such contest, and either appropriate reserves for the payment in full of such contested item (including interest and penalties thereon) are established on the books of the Trustor or satisfactory security (as determined by the Beneficiary in its reasonable discretion) for the payment in full of such contested item is given to the Beneficiary.

(b) Pay when due all taxes, assessments and other charges and encumbrances that may be levied upon or on account of this Deed of Trust or the indebtedness secured hereby or upon the interest or estate in the Premises created or represented by this Deed of Trust, whether levied against the Beneficiary or otherwise. In the event payment by Trustor of any tax referred to in the foregoing sentence would result in the payment of interest in excess of the rate permitted by law, then the Trustor shall have no obligation to pay the portion of such tax which would result in the payment of such excess.

(c) Keep the Premises continuously insured against loss by fire, windstorm and other hazards, casualties and contingencies, including vandalism and malicious mischief, in such amounts and for such periods as may be required by the Loan Agreement or otherwise required from time to time by the Beneficiary. All insurance shall be carried in companies approved by the Beneficiary in accordance with the terms of the Loan Agreement and the policies and renewals thereof shall be held by, and pledged to, the Beneficiary (unless the Beneficiary shall direct or permit otherwise) as additional security hereunder, and shall have attached thereto a Deed of Trust clause acceptable to the Beneficiary, making all loss or losses under such policies payable to the Beneficiary, its successors and assigns, as its or their interest may appear. In the event of loss or damage to the Premises, the Trustor shall give immediate notice in writing by mail to the Beneficiary, who may make proof of loss if not made promptly by the Trustor, and each insurance company concerned is hereby authorized and directed to make payment for such loss, to the extent of the indebtedness hereby secured, directly to the Beneficiary instead of to the Trustor and the Beneficiary jointly, and the insurance proceeds or any part thereof may be applied by the Beneficiary toward reimbursement of all costs and expenses of the Beneficiary in collecting such proceeds, and the balance, at the Beneficiary's

option, to the indebtedness due or to become due under the Loan, to fulfill any other covenant therein or any other obligation of the Trustor to the Beneficiary, to the restoration or repair of the property damaged, or released to the Trustor. In the event the Beneficiary releases such proceeds to the Trustor, the Trustor shall be obligated to use such proceeds to restore or repair the Premises unless the Beneficiary otherwise specifies in writing. Application by the Beneficiary of any insurance proceeds toward payment of any principal and interest due or to become due under the Loan shall not excuse the Trustor from making any regularly scheduled payments due thereunder, nor shall such application extend or reduce the amount of such payments.

In the event of foreclosure of this Deed of Trust or other transfer of title to the Premises in extinguishment of the indebtedness secured hereby, all right, title and interest of Trustor in and to any insurance policies then in force shall pass to the purchaser or grantee. The Trustor hereby irrevocably appoints the Beneficiary as the Trustor's attorney-in-fact, in the Trustor's name, to file all proofs of claim, to negotiate, accept and endorse all settlements, to assign and transfer all insurance policies and proceeds to a purchaser upon foreclosure of this Deed of Trust and to otherwise deal in all respects with all insurance carriers with respect to any and all insurance carried or required hereby to be carried by the Trustor with respect to the Premises or any portion thereof.

5. Repairs, Modifications and Waste. The Trustor will abstain from and will not suffer the commission of waste on the Premises and will keep the buildings, improvements, fixtures, equipment and appliances now or hereafter thereon in good repair and will make replacements thereto as and when the same become necessary. Failure to pay taxes and/or assessments assessed against the Premises, or any installment thereof, or any insurance premium upon policies covering the Premises or any part thereof, shall constitute waste (although the meaning of the term "waste" shall not necessarily be limited to such nonpayment), and shall entitle the Beneficiary to all remedies provided for herein. The Trustor shall make no material structural alterations, additions or improvements of any type whatever to the Premises, regardless of whether such alterations, additions or improvements would increase the value of the Premises, nor permit anyone to do so, without the Beneficiary's prior written consent, which consent shall not be unreasonably withheld. The Trustor will comply promptly with all laws, ordinances, regulations and orders of all public authorities having jurisdiction over the Premises relating to the use, occupancy and maintenance thereof, and shall upon request promptly submit to the Beneficiary evidence of such compliance. Nothing herein shall be deemed to prohibit the Trustor from contesting the enforceability or applicability of any law, ordinance, regulation or order; provided, however, that the Beneficiary, in its sole discretion, may require that the Trustor comply with any such law, ordinance, regulation or order during the pendency of any such contest and all appeals therefrom. The Beneficiary may at any time and from time to time, upon reasonable notice during regular business hours, enter or cause entry to be made upon the Premises. If the Premises, in the reasonable judgment of the Beneficiary, requires inspection, repair, care or attention of any kind or nature not theretofore given by the Trustor, the Beneficiary may (but in no event shall be obligated to), at the Trustor's expense, inspect, repair and/or maintain the same as the Beneficiary deems necessary or advisable, and all sums advanced by the Beneficiary for such purposes shall be deemed to have been advanced pursuant to Section 9 of this Deed of Trust. The Trustor will not permit the Premises or any portion thereof to be used for any unlawful purpose. No underground storage tanks shall be installed on the Premises. No building or other improvement on any part of the Premises shall be removed,

demolished or materially altered without the prior written consent of the Beneficiary, except that the Trustor shall have the right, without such consent, to remove and dispose of, free from the lien of this Deed of Trust, such personalty and equipment as from time to time may become worn out or obsolete, provided that simultaneously with or prior to such removal, any such equipment shall be replaced with other new equipment of like kind and quality, free from any security interest, lien or encumbrance, and by such removal and replacement, the Trustor shall be deemed to have subjected the replacement equipment to the lien of this Deed of Trust.

6. Due on Sale. (a) Except as otherwise provided in this Deed of Trust, the Trustor shall not convey any of its interest in the Premises or any portion thereof without the prior written consent of the Beneficiary. If the Trustor should convey its interest in the Premises or any portion thereof, the Beneficiary shall have the right, at its sole option, thereafter to declare all sums secured hereby and then unpaid to be immediately due and payable, and thereupon to exercise all of its rights and remedies for default under this Deed of Trust. For purposes hereof, a "conveyance" of the Trustor's interest in the Premises shall include, without limitation (i) any voluntary or involuntary disposition (by operation of law or otherwise) of legal or beneficial title to the Premises by whatever means, (ii) any voluntary or involuntary disposition (by operation of law or otherwise) of legal or beneficial title to controlling interest in the Trustor, and (iii) any other arrangement by which the Trustor (and/or owners of at least 51% of the equity of the Trustor as of the date hereof) divests itself of the degree of control it currently exercises or may exercise over the decisions affecting the ownership and operation of the Premises.

(b) If ownership of the Premises or any part thereof becomes vested in a person or persons other than the Trustor (with or without the Beneficiary's consent), the Beneficiary may, without notice to the Trustor deal with such successor or successors in interest with reference to this Deed of Trust and the Loan, without in any way releasing, discharging or otherwise affecting the Trustor's liability hereunder or thereunder. No sale of the Premises, and no forbearance or extension by the Beneficiary, shall in any way whatever operate to release, discharge or otherwise affect the lien of this Deed of Trust or the liability of the Trustor hereunder.

(c) In the event the Borrower wishes to sell or transfer all or any of its interest in the Premises or any portion thereof, at any time during the term of the Loan, a written request for approval of such sale or transfer must be provided to the Beneficiary in advance of the sale or transfer. If the Beneficiary shall approve the conveyance of the premises or any portion thereof, the Beneficiary shall have the right to charge one percent (1%) of the then outstanding principal balance of the Loan as an assumption fee. Nothing herein or in any other document shall be construed as an obligation by the Beneficiary to approve any such conveyance; provided, however, if there has been no default on the Loan, the Beneficiary shall not unreasonably withhold its consent to, or charge a transfer fee for: (i) a transfer of an interest in the Borrower between or among the members of the Borrower so long as such transfer, together with any other similar transfers does not cause the transfer of a controlling interest in the Borrower; (ii) a transfer of an interest in the Premises or in the Borrower to a lineal descendant of a member of the Borrower for estate planning purposes. If the Beneficiary shall consent to any such transfer, (x) the Borrower shall pay all of the Beneficiary's out-of-pocket expenses incurred in connection with the transfer including, but not limited to, Lender's legal fees and expenses and (y) Beneficiary's consent shall not release the liability of the Borrower or the Guarantors to the Beneficiary under the documents evidencing or guaranteeing the Loan.

7. No Secondary Financing. Except as otherwise provided in this Deed of Trust, the Trustor will not, without the prior written consent of the Beneficiary, execute any Deed of Trust or pledge the Premises or any part thereof as security for any other loans obtained by the Trustor. If any such Deed of Trust or pledge is entered into without the prior written consent of the Beneficiary, the entire indebtedness secured hereby may, at the option of the Beneficiary, be declared immediately due and payable without notice. Further, the Trustor also shall pay any and all other obligations, liabilities or debts which may become liens, security interests, or encumbrances upon or charges against the Premises for any repairs or improvements that are now or may hereafter be made thereon, and shall not, without the Beneficiary's prior written consent, permit any lien, security interest, encumbrance or charge of any kind to accrue and remain outstanding against the Premises or any part thereof, or any improvements thereon, irrespective of whether such lien, security interest, encumbrance or charge is junior to the lien of this Deed of Trust; provided, however, that the Trustor may by appropriate proceedings diligently pursued contest any third party liens placed on the Premises so long as the enforceability of any such liens is effectively stayed, the Beneficiary is periodically advised of the status of the contested lien and either appropriate reserves for the payment of the lien are established on the Trustor's books or satisfactory security (as reasonably determined by the Beneficiary) for the payment thereof is given to the Beneficiary. Notwithstanding the foregoing, if any personal property by way of additions, replacements or substitutions is hereafter purchased and installed, affixed or placed by the Trustor on the Premises under a security agreement the lien or title of which is superior to the lien created by this Deed of Trust, all the right, title and interest of the Trustor in and to any deposits or payments made thereon by the Trustor, shall nevertheless be and are hereby assigned to the Beneficiary and are covered by the lien of this Deed of Trust.

8. Default. The occurrence of an Event of Default as defined in the Loan Agreement shall be an Event of Default under this Deed of Trust and shall entitle the Beneficiary to exercise any one or any combination of the remedies available to the Beneficiary under Section 9 hereof or under the Loan Agreement.

9. Remedies. Immediately upon the occurrence of an Event of Default, the Beneficiary shall immediately have the option without notice, except as may be required by law (the Trustor hereby waiving, to the extent permitted by law, all such notices to which the Trustor otherwise would be entitled), in addition to and not in lieu of or substitution for, all other rights and remedies provided herein or at law or in equity, to do all or any of the following:

(a) Declare all sums secured by this Deed of Trust to be immediately due and payable, and if the same is not paid on demand, at the Beneficiary's option, to bring suit therefor; to demand payment of and if the same is not paid on demand, to bring suit for any delinquent installment payment under the Note or otherwise; to cause the Trustee to exercise the power of sale granted herein in accordance with the laws of the State of Utah; to take any and all steps and institute any and all other proceedings that the Beneficiary deems necessary to secure the observance and performance of the Secured obligations and to protect the lien of this Deed of Trust.

(b) Advance such sums as the Beneficiary, in its sole discretion, deems necessary to cure the default. In making any such advance, the Beneficiary shall be entitled to rely upon the genuineness and accuracy of any demand, document, claim, statement or invoice presented to the Beneficiary, and the Beneficiary shall be under no duty whatever to

independently investigate or confirm the genuineness or accuracy of, or any other fact pertaining to, the demand, document, claim, statement or invoice so presented. Repayment of all monies so advanced by the Beneficiary shall be secured hereby and shall constitute a further lien upon the Premises, payable upon demand with interest from the date of each advance to the date of payment at the default rate set forth in the notes that evidence the Loan. The Beneficiary shall in no event be obligated to make any advance to or for the benefit of the Trustor and no advance by the Beneficiary shall cure the Trustor's default nor preclude the Beneficiary from foreclosing this Deed of Trust or from exercising any other right or remedy available to the Beneficiary on account of such default.

(c) Commence foreclosure proceedings against the Premises pursuant to the applicable laws. The commencement of foreclosure proceedings by advertisement or in equity shall be deemed an exercise by the Beneficiary of its option to accelerate the due date of all sums secured hereby. The Trustor hereby grants power to the Beneficiary through the Trustee, upon the occurrence of an Event of Default, to grant, bargain, sell, release and convey the Premises at public auction or venue, and upon such sale to execute and deliver to the purchasers instruments of sale to execute and deliver to the purchasers instruments of conveyance pursuant to the terms hereof and to the applicable laws. The Trustor acknowledges that the foregoing sentence confers a power of sale upon the Trustee, to be exercised at the direction of the Beneficiary, and that upon default this Deed of Trust may be foreclosed by advertisement as prescribed by law.

Waiver: By conferring this power of sale upon the Trustee, the Trustor, for itself, its successors and assigns, after an opportunity for consultation with its legal counsel, hereby voluntarily, knowingly and intelligently waives, to the extent permitted by law, all rights under the Constitution and laws of the United States and under the Constitution and laws of the State of Utah, both to a hearing on the right to exercise and the exercise of the power of sale, and to notice except as required by law.

(d) Obtain appointment of a receiver, without regard to the adequacy of any security for the indebtedness hereby secured, by a court having jurisdiction, without notice, to take possession of and protect the Premises, and operate the same and collect the rents, issues and profits therefrom.

(e) Bring an action in any court of competent jurisdiction to foreclose this Trust Deed or to enforce any of the covenants hereof. If this Trust Deed is foreclosed by judicial proceedings, the Beneficiary shall be entitled to a judgment which shall provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for any amount by which the unpaid balance of the obligations secured by this Trust Deed exceeds the net sale proceeds payable to Beneficiary.

(i) Beneficiary may proceed as if all of the Property were real property or Beneficiary may elect to treat any of the Property which consists of a right in action or which is property that can be severed from the Property without causing structural damage thereto as if the same were personal property, and dispose of the same in accordance with subparagraph (ii) below, separate and apart from the sale of real property, the remainder of the Property being treated as real property.

(ii) Should Beneficiary elect to cause any of the Property to be disposed of as personal property as permitted by subparagraph (i) above, it may dispose of any part thereof in any manner now or hereafter permitted by the applicable Utah Uniform Commercial Code or in accordance with any other remedy provided by law. Both Trustor and Beneficiary shall be eligible to purchase any part or all of the Property at any such disposition. Any such disposition may be either public or private as Beneficiary may so elect, subject to the provisions of the applicable Utah Uniform Commercial Code. Beneficiary shall give Trustor at least ten (10) days' prior written notice of the time and place of any public sale or other disposition of such property or of the time at or after which any private sale or any other intended disposition is to be made, and if such notice is sent to Trustor it shall constitute reasonable notice to Trustor.

(f) Procure Deed of Trust foreclosure or title reports.

(g) Enter into peaceful possession of the Premises and/or to receive the rent, income and profits therefrom, and to apply the same in accordance with the order set forth in the following paragraph related to sale of the Premises.

In the event of any sale of the Premises by foreclosure, through suit in equity, by publication or otherwise, the proceeds of any such sale shall be applied in the following order of priority: (1) to all expenses incurred for the collection of the Trustor's indebtedness and the foreclosure of the Deed of Trust, including reasonable attorneys' fees as are permitted by law; (2) to all sums expended or incurred by the Beneficiary directly or indirectly in carrying out the covenants and agreements of the Trustor under this Deed of Trust, together with interest thereon; (3) to all interest accrued on the principal balance of the Loan and any other indebtedness secured hereby; (4) to the principal balance of the Loan and of any other indebtedness secured hereby; and (5) the surplus, if any, shall be paid to the Trustor or 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.

10. Sale of Parcels. Upon any foreclosure sale of the Premises, the same may be sold either as a whole or in parcels, as the Beneficiary may elect, and if in parcels, the same may be divided as the Beneficiary may elect, and at the election of the Beneficiary, may be offered first in parcels and then as a whole, with the offer producing the highest price for the entire Premises to prevail. Any law, statutory or otherwise, to the contrary notwithstanding, the Trustor hereby waives to the extent permitted by law the right to require any such sale to be made in parcels or the right to select such parcels.

11. Condemnation. In the event the Premises or any part thereof is taken under the power of eminent domain, the entire award or payment in lieu of condemnation, to the full extent of the indebtedness secured hereby, shall be paid to the Beneficiary and applied toward reimbursement of all of the Beneficiary's costs and expenses incurred in connection with collecting such award or payment, and all or any portion of the balance, at the Beneficiary's option, to the last maturing installments of principal and interest due or to become due under the

Loan, to satisfy any other Secured Obligation or to repair or restore the Premises. Any excess proceeds shall thereafter be paid to the Trustor. The Beneficiary is hereby empowered in the name of the Trustor to receive, and give acquittance for, any such award or payment, whether it is joint or several; provided, however, that the Beneficiary shall not be held responsible for failure to collect any such award or payment, regardless of the cause of such failure.

12. Assignment of Rents, Income and Profits. As additional security for the due and punctual performance and observance of the Secured Obligations, the Trustor assigns, transfers and sets over unto the Beneficiary all the rents, issues, profits and income under all leases or occupancy agreements or arrangements, however evidenced or denominated, upon or affecting the Premises (including any extensions, amendments or renewals thereof), whether such rents, issues, profits and income are due or are to become due, including all such leases in existence or coming into existence during the period this Deed of Trust is in effect. This Deed of Trust is given as collateral security only and does not and shall not be construed as obligating the Beneficiary to perform any of the covenants or undertakings required to be performed by the Trustor in any leases. Until the Trustor shall default on the payment and/or other performance of the Secured Obligations, or any other agreement hereunder, the Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable, but not more than one (1) month in advance.

In the event of default hereunder, the Beneficiary shall be entitled to collect the rents and income from the Premises, rent or lease the Premises or any portion thereof upon such terms and for such time as it may deem best, maintain proceedings to recover rents or possession of the Premises from any tenant or trespasser, and apply the net proceeds of such rent and income to the following purposes: (1) payment of all of the costs and expenses incurred by the Beneficiary in exercising its rights under this Section 12; (2) payment of interest and principal due under the Loan; (3) payment of all other sums secured hereby; (4) payment of expenses of preserving the Premises, including taxes and insurance premiums. Notwithstanding the foregoing, the Beneficiary, in its sole discretion, may change the priorities set forth above for the application of the net proceeds of such rent and income. The Trustor hereby irrevocably appoints the Beneficiary its true and lawful attorney in its name and stead (with or without taking possession of the Premises) to perform all said functions with respect to the Premises.

In the event of default hereunder, the Beneficiary and its duly authorized agents shall be entitled to enter the Premises for the purpose of delivering any and all such notices and other communications to the tenants and occupiers thereof as shall be necessary or desirable in the Beneficiary's discretion to exercise its rights hereunder, and the Beneficiary and its agents shall have absolutely no liability to the Trustor arising therefrom. Subject to the specific notice requirements of the leases, the Beneficiary shall not be obligated to give any tenant or occupier of the Premises any notice by personal delivery and the Beneficiary may, in its sole discretion, deliver all such notices and communications by ordinary first-class U.S. mail, postage prepaid, or otherwise.

In the event that the Trustor obstructs the Beneficiary in its efforts to collect the rents and income from the Premises, or after requested by the Beneficiary, unreasonably refuses, fails or neglects to assist the Beneficiary in collecting such rent and income, the Beneficiary shall be entitled to the appointment of a receiver of the Premises and of the income, rents and profits therefrom, with such powers as the court making such appointment may confer.

The Beneficiary shall at no time have any obligation whatever to attempt to collect rent from any tenant or occupier of the Premises notwithstanding that such tenants and occupiers may not be paying rent to either the Trustor or the Beneficiary. Further, the Beneficiary shall at no time have any obligation whatever to enforce any other obligations owed by tenants or occupiers of the Premises to the Trustor.

The Trustor shall at no time collect advance rent under any lease upon, affecting or pertaining to the Premises or any part thereof in excess of one month (other than as a security deposit) and the Beneficiary shall not be bound in any respect by any rent prepayment made or received in violation of the terms hereof.

The Trustor expressly covenants and agrees that if the lessee or any of the lessees under any lease or leases heretofore or hereafter entered into by the Trustor with respect to the Premises, shall fail to perform and fulfill any term, covenant, condition or provision in any said lease or leases, or any of them, on its or their part to be performed or fulfilled, at the times and in the manner in said lease or leases provided, and if the Trustor shall suffer or permit any such breach or default to continue for more than sixty (60) days without diligently pursuing, in good faith, its available remedies against the defaulting lessee(s) (if commercially reasonable) such breach or default shall constitute a default hereunder and at the option of Beneficiary, and without notice to the Trustor, all unpaid indebtedness secured by this Deed of Trust shall, notwithstanding anything in the Loan Agreement, the Note or in this Deed of Trust to the contrary, become immediately due and payable.

13. Attorneys' Fees and Expenses. The Trustor shall reimburse the Beneficiary for all costs, including reasonable attorneys' fees, incurred by the Beneficiary in enforcing any of its rights or remedies on account of an Event of Default hereunder. The Trustor shall reimburse the Beneficiary for all costs, including reasonable attorneys' fees, incurred by the Beneficiary in case the Beneficiary becomes a party, either as plaintiff or defendant, to any legal proceedings in relation to the Premises or the lien granted hereby. Payment of such sums shall be secured hereby and shall be payable upon demand with interest from the date of each advance to the date of payment at the Default Rate set forth in the Note.

14. Additional Documents and Security Agreement. The Trustor shall execute, acknowledge and deliver any and all such further conveyances, documents, deeds of trust and assurances as the Beneficiary may reasonably require for accomplishing the purposes hereof, including financing statements required by the Beneficiary to protect its interest under the provisions of the Utah Uniform Commercial Code, as amended, forthwith upon the written request of the Beneficiary. Upon any failure of the Trustor to do so, the Beneficiary may execute, record, file, rerecord and refile any and all such documents for and in the name of the Trustor, and the Trustor hereby irrevocably appoints the Beneficiary as agent and attorney-in-fact of the Trustor for the foregoing purposes. This instrument is intended by the parties to be, and shall be construed as, a security agreement, as that term is defined and used in Article 9A of the Utah Uniform Commercial Code, as amended, and shall grant to the Beneficiary a security interest in that portion of the Premises with respect to which a security interest can be granted under Article 9A of the Utah Uniform Commercial Code, as amended, which security interest shall also include a security interest in the personalty described in Schedule B hereto, a security interest in all other tangible and intangible personal property, including without limitation, to the

extent of the Trustor's present or future interest and subject to the limitations set forth in Section 15 below, all licenses, permits and general intangibles now or hereafter related to or used or usable in connection with any present or future operation of the Premises, and a security interest in the proceeds of all insurance policies now or hereafter covering all or any part of such collateral.

As to all personal property described in Section 1 or on Schedule B hereto which is or which hereafter becomes a "fixture" under applicable law, this Deed of Trust constitutes a fixture filing under the Utah Uniform Commercial Code, as amended or rectified from time to time.

15. Other Contracts. The Trustor hereby assigns to the Beneficiary, as further security for the indebtedness secured hereby, the Trustor's interest in all agreements, contracts (including contracts for the management, lease or sale of the Premises or any portion thereof), licenses and permits affecting the Premises. Such assignment shall not be construed as a consent by the Beneficiary to any agreement, contract, license or permit so assigned, or to impose upon the Beneficiary any obligations with respect thereto. The Trustor shall not cancel or amend any agreements, contracts, licenses and permits hereby assigned (nor permit any of the same to terminate if they are necessary to the operation of the Premises) without first obtaining, on each occasion, the written approval of the Beneficiary. This Section shall not be applicable to any agreement, contract, license or permit that terminates if it is assigned without the consent of any party thereto (other than Trustor) or issuer thereof, unless such consent has been obtained or this Deed of Trust is ratified by such party or issuer; nor shall this Section be construed as a present assignment of any contract, license or permit that the Trustor is required by law to hold in order to operate the Deed of Trust Premises for the purposes intended.

16. Notices. All notices, demands and requests required or permitted to be given hereunder shall be given in the manner set forth in the Loan Agreement.

17. Acts of Trustee. 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 the 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 change thereof; (d) grant any extension or modification of the terms of this Loan; (e) reconvey, without warranty, all or any part of the 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 the truthfulness thereof. Trustor agrees to pay reasonable trustees' fees for any of the services mentioned in this paragraph.

18. Successors and Assigns. All of the covenants and conditions hereof shall run with the land and shall be binding upon the successors and assigns of the Trustor, and shall inure to the benefit of the successors and assigns of the Beneficiary.

19. No Waiver. No waiver by the Beneficiary of any right or remedy granted hereunder shall affect or extend to any other right or remedy of the Beneficiary hereunder, nor affect the subsequent exercise of the same right or remedy by the Beneficiary for any further or

subsequent default by the Trustor hereunder, and all such rights and remedies of the Beneficiary hereunder are cumulative. Time is of the essence.

20. Controlling Law and Severance. This Deed of Trust shall be construed in each and every respect in accordance with the laws of the State of Utah. If any provision hereof is in conflict with any such law, however, or is otherwise unenforceable for any reason whatever, such provision shall be deemed null and void to the extent to such conflict or unenforceability, and shall be severed from and shall not invalidate any other provision of this Deed of Trust.

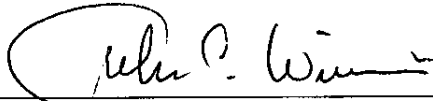
21. Reconveyance by Trustee. When the obligations secured by this Deed of Trust have been satisfied, the Trustee, shall, upon written request by the Beneficiary, reconvey the trust property. Such reconveyance may designate the grantee therein as “the person or persons entitled thereto”. The Beneficiary shall thereupon deliver to Trustor or its successor in interest the Deed of Trust and the Note or other evidence of the obligations so satisfied.

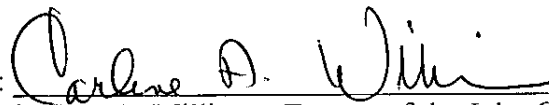
22. Deed of Trust Runs with Land: This Deed of Trust shall run with the land and be good and valid as against the Trustor and those claiming by, under or through the Trustor, from the date of recording of this Deed of Trust. This Deed of Trust shall continue to be operative during the foreclosure or other proceedings taken to enforce this Deed of Trust.

IN WITNESS WHEREOF, this Deed of Trust is executed by the undersigned as of the date first set forth above.

Trustor:

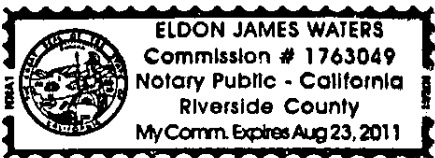
CHELSEA APARTMENTS, L.L.C.,
a Utah limited liability company
BORROWER:

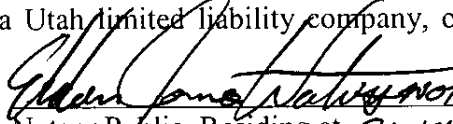
By: 
John C. Williams, Trustee of the John Charles Williams Revocable Trust u/t/a dated October 30, 1997, and the Carlene Ann Williams Revocable Trust u/t/a dated October 30, 1997, MEMBER

By: 
Carlene A. Williams, Trustee of the John Charles Williams Revocable Trust u/t/a dated October 30, 1997, and the Carlene Ann Williams Revocable Trust u/t/a dated October 30, 1997, MEMBER

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

The foregoing instrument was acknowledged before me this 21 day of November ____, 2008 by John C. Williams and Carlene A. Williams, known to me to be the Trustees of (i) The John Charles Williams Revocable Trust u/t/a dated October 30, 1997, and (ii) the Carlene Ann Williams Revocable Trust u/t/a dated October 30, 1997, which Trusts are the duly authorized Members of Chelsea Apartments, L.L.C., a Utah limited liability company, on behalf of said company.



 NOTARY PUBLIC
Notary Public, Residing at RANCHO MIRAGE
RIVERSIDE County, CALIFORNIA
My Commission Expires: AUGUST 23 2011

SCHEDULE A
DESCRIPTION OF REAL ESTATE

Land referred situated in SALT LAKE County, State of Utah, to-wit:

Beginning at a point 391.40 feet West and 25.00 feet North of the center of Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence West 526.00 feet; thence North 136.7 feet to the East line of the Frontage Road; thence North 25°52'14" East along said line 420.04 feet; thence East 342.55 feet; thence South 515.00 feet to the point of beginning.

Tax Parcel No. 21-25-176-012

SCHEDULE B

DESCRIPTION OF PERSONAL PROPERTY

All fixtures and all tangible and intangible personal property of Borrower/Debtor, which are related to or a part of the land and improvements described in Schedule A, whether now owned or hereafter acquired by Borrower/Debtor, or in which Borrower/Debtor may now have or hereafter acquire any interest, including, without limitation, (a) all equipment (including stoves, refrigerators, microwave ovens, dishwashers, clothes washer and dryers, and all machinery, tools and furniture), whether now owned or hereafter acquired by Borrower/Debtor, or in which Borrower/Debtor may now have or hereafter acquire an interest; (b) all instruments, leases, accounts, documents of title, policies and certificates of insurance, proceeds of insurance and condemnation awards, now or hereafter owned by Borrower/Debtor, or in which Borrower/Debtor may now have or hereafter acquire an interest; (c) all accessions, additions or improvements to, all replacements, substitutions and parts for, and all proceeds and products of, all of the foregoing; (d) all books, records and documents relating to all of the foregoing; and (e) all properties and assets of every type relating to all of the foregoing.

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ID\WJP