When Recorded, Mail to:

Community Development Corp. of Utah
501 East 1700 South
Salt Lake City, Utah 84105

11105670 12/28/2010 3:03:00 PM \$14.00 Book - 9892 Pg - 9230-9232 Gary W. Ott Recorder, Salt Lake County, UT FIRST AMERICAN TITLE BY: eCASH, DEPUTY - EF 3 P.

## OWN IN SALT LAKE TRUST DEED

THIS TRUST DEED is made this	day of	. 20	, between
Remee S. Leonard, a married wo	man as Trustor,	whose address is:	
6176 S Trowbridge Way Street and Number			
Salt Lake City, Utah 84118 City, State, and Zip Code			
FIRST AMERICAN TITLE as Tru (Title Company/Escrow Agent)	ustee*,		
and SALT LAKE COUNTY as Ben	neficiary.** (hereina	after called "the CDC	": as administrator)
*Note: Trustee must be a member of the Utah State Bar, business in Utah; a corporation authorized to do such t Utah.			
**Note: Should the CDC no longer be operating as a priv to the Salt Lake County, which shall assume all rights as			and obligations shall be assigne
Trustor hereby conveys and warra described property situated in Salt La		trust, with power of	of sale, the following
LOT 85, WALNUT HILLS PLAT A, AND OF RECORD IN THE SALT LA			
Tax ID: 20-14-453-006-0000			
PROPERTY ADDRESS: 6176	S Trowbridge Wa	y Salt Lake City, UT	84118
together with all buildings, fixtures at	•		

FOR THE PURPOSE of securing payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of \$5,800.00 (Five Thousand Eight Hundred and 00/100 Dollars) payable to the order of Beneficiary at the times, in the manner, and with the interest as therein set forth, and payment of any sums expended or advanced by Beneficiary to

appurtenances thereunto now or hereafter used or enjoyed with said property, or any part

protect the security hereof.

thereof.

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 on improvements on said property, to pay all costs and expenses of collection (including Trustee's and attorney's fees in event of default of payment of the indebtedness secured hereby and to pay reasonable Trustee's fees for any services performed by trustee hereunder, including a reconveyance hereof. Not to sell, convey, dispose, rent, lease! or make any inter vivos transfer of the premises or any part thereof, or to vest the title thereto in any other person or persons in any manner whatsoever, or to encumber said property or any part thereof or any interest therein. In the event that the Trustor becomes insolvent, bankrupt, either voluntarily or involuntarily, or makes a general assignment for the benefit of creditors, or if any proceeding for enforcement of a judgement or writ or order of attachment against the property of the Trustor or petition of relief or readjustment of indebtedness filed by Trustor, such action shall constitute a default under the terms of this instrument and the Note it secures. In the event the Trustor defaults or undertakes any such act or agrees to undertake any act prohibited by this paragraph without written consent of the Beneficiary first obtained, such undertaking or agreement to undertake shall constitute a default under the terms of this instrument and the Note it secures, and the Beneficiary may cause the same to be foreclosed, and the premises sold! according to law and the provisions thereof. The differed loan/grant funds provided by the Grantor shall be repaid by the Grantee(s), in full, if the Grantee(s) sell, exchange, transfer title! obtain a second mortgage, decide to refinance for any reason other than to reduce their interest rate to lower their monthly payment (nor combining a first and second mortgage where equity) was taken out) or cease using the purchased property as their primary residence within 15 years' from the date of closing. CDC will not subordinate to any cash out/equity refinance.

Subordination: Beneficiary and Trustor acknowledge and agree that this Trust Deed is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Deed of Trust and to all advances heretofore made or which may hereafter be made pursuant to the First Deed of Trust including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Deed of Trust, curing defaults by the Trustor under the First Deed of Trust of for any other purpose expressly permitted by the First Deed of Trust or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. The terms and provisions of the First Deed of Trust are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the First Deed of Trust, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Trustor's ability to sell the Property shall have no effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns (other than the Trustor or a related entity of the Trustor), receiving title of the Property through a foreclosure of deed in lieu of foreclosure of the First Deed of Trust shall receive title to the Property free and clear from such restrictions.

Further, if the Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Trust Deed shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Mortgagee has been given written notice of a default under the First Deed of Trust and (ii) the Mortgagee shall not have cured the default under the First Deed of Trust, or diligently pursued curing the default as determined by the Senior Lien Holder, within the 60-day period provided in such notice sent to the Beneficiary

(STAMP)

