

12-047-0125, 0126

0162, 0168, 0183,

0246, 0247, 0224,

0225,

2650985  
BK 5485 PG 636

E 2650985 B 5485 P 636-648  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
03/23/2012 02:02 PM  
FEE \$42.00 Pgs: 13  
DEP RT REC'D FOR LINCOLN TITLE INS  
URANCE AGENCY

File No. 021126

When recorded return to:

Lincoln Title Insurance Agency  
4723 Harrison Boulevard, Suite 101  
Ogden, UT 84403

Mail tax notice to:

Grantee  
1271 East 2925 North  
North Ogden, UT 84414

## DEED OF TRUST

THIS DEED OF TRUST is made this March 15, 2012, among the Glen Eagle Golf Club, LC and Sun Quest Development, LLC, as Trustor, (herein Borrower), LINCOLN TITLE INSURANCE AGENCY, 4723 Harrison Boulevard, Suite 201, Ogden, UT 84403, (herein Trustee), and the Beneficiary, LePro Financial, LLC (herein "Lender").

✓ Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Davis, State of Utah:

TAX ID: 12-047-0125

A PARCEL OF LAND TO BE USED FOR THE LAYTON CANAL ROAD; SAID PARCEL LIES WITHIN THE NORTHEAST 1/4 OF SECTION 8-T4N-R2W, SLM; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH LIES S 89°52'57" E 771.61 FEET ALONG THE NORTH LINE OF SAID SECTION 8 & S 0°07'03" W PERPENDICULAR TO SAID SECTION LINE; 784.47 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 8 & RUNNING THENCE S 40°41'00" E 1278.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; SAID CURVE HAVING A CENTRAL ANGLE OF 3°47'00" & A RADIUS OF 955.00 FEET (CHORD BEARS S 38°47'30" E 63.05 FEET); THENCE ALONG THE ARC 63.06 FEET TO THE POINT OF TANGENCY; THENCE S 36°54'30" E 1231.72 FEET; THENCE S 53°06'00" W 50.00 FEET; THENCE N 36°54'00" W 1230.7 FEET TO THE BEGINNING OF A CURVE TO THE LEFT SAID CURVE HAVING A CENTRAL ANGLE OF 3°47'00" & A RADIUS OF 905.00 FEET (CHORD BEARS N 38°47'30" W 59.75 FEET); THENCE ALONG THE ARC 59.76 FEET TO THE POINT OF TANGENCY; THENCE N 40°41'00" W 1278.00 FEET; THENCE N 49°19'00" E 50.00 FEET TO THE POINT OF BEGINNING. LESS & EXCEPTING THE FOLLOWING SUBDIVISIONS: STONE HAVEN SUBDIVISION PHASE 1, 2, & 3. CROFTER'S GLEN SUBDIVISION PHASE 1 & 2. CROFTER'S COVE SUBDIVISION PHASE 1. CROFTER'S COVE SUBDIVISION PHASE 1 AMENDED. PRESTWICK SUBDIVISION PHASE 1 & 2. MUIRFIELD SUBDIVISION PHASE 1, 2, 3, & 4. INVERNESS SUBDIVISION PHASE 1 & 2. SAID PARCEL IS LOCATED WITHIN SECTION 8-T4N-R2W, SLM; PT OF A GOLF COURSE KNOWN PT OF PARCEL 7.

TAX ID: 12-047-0126

BEGINNING AT A POINT WHICH LIES S 89°52'57" E ALONG THE SECTION LINE 705.26 FEET & S 0°07'03" W PERPENDICULAR TO SAID SECTION LINE 817.15 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 8 & RUNNING THENCE S 40°41'00" E 1278.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; SAID CURVE HAVING A CENTRAL ANGLE OF 3°47'00" & A RADIUS OF 905.00 FEET

(CHORD BEARS S 38°47'30" E 59.75 FEET); THENCE ALONG THE ARC 59.76 FEET; THENCE S 36°54'00" E 1231.72 FEET; THENCE S 48°40'11" W 84.58 FEET; THENCE S 54°52'16" W 122.27 FEET; THENCE S 100.08 FEET; THENCE N 89°47'00" W 20.00 FEET; THENCE N 100.00 FEET; THENCE N 74°42'19" W 103.67 FEET; THENCE N 42°09'10" W 139.92 FEET; THENCE N 40°24'54" W 100.81 FEET; THENCE N 39°02'03" W 200.77 FEET; THENCE N 41°22'36" W 900.45 FEET; THENCE N 36°15'55" W 100.40 FEET; THENCE N 22°24'43" W 105.74 FEET; THENCE N 32°38'35" W 89.25 FEET; THENCE N 35°13'30" W 300.58 FEET; THENCE N 21°12'51" W 206.13 FEET; THENCE N 17°11'45" W 219.92 FEET; THENCE S 50°42'12" W 169.81 FEET TO A POINT ON A CURVE TO THE RIGHT; SAID CURVE HAVING A CENTRAL ANGLE OF 6°46'56" & A RADIUS OF 200.00 FEET (CHORD BEARS N 7°00'03" W 23.66 FT); THENCE ALONG THE ARC 23.67 FEET; THENCE N 50°42'12" E 169.61 FEET; THENCE N 6°23'23" E 163.45 FEET TO THE POINT OF BEGINNING.

TAX ID: 12-047-0165

BEGINNING AT A POINT WHICH LIES N 0°14'23" E ALONG THE SECTION LINE & CENTER LINE OF 4000 WEST STREET 362.97 FEET & S 89°45'37" E PERPENDICULAR TO SAID SECTION LINE 33.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 8, SAID POINT LIES ON EAST RIGHT OF WAY LINE OF 4000 WEST STREET & RUNNING THENCE N 0°14'23" E ALONG SAID RIGHT OF WAY LINE 326.53 FEET; THENCE N 81°39'49" E 539.48 FEET; THENCE N 85°49'17" E 356.57 FEET; THENCE E 475.31 FEET; THENCE N 29°26'54" E 103.34 FEET; THENCE N 30°53'39" W 224.35 FEET; THENCE N 23°23'25" W 190.15 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF HWID; THENCE ALONG SAID LINE N 72°03'E 279.19 FEET, MORE OR LESS; THENCE S 22°16'24" E 531.77 FEET; THENCE S 55.93 FEET; THENCE S 17°14'32" W 97.92 FEET; THENCE S 0°6'11" W 196.19 FEET; THENCE S 89°53'43" E 384.10 FEET; THENCE S 0°6'11" W 258.91 FEET; THENCE N 89°53'34" W 1808.39 FEET; THENCE N 0°14'23" E 109.33 FEET; THENCE N 89°45'37" W 247.50 FEET TO THE POINT OF BEGINNING. LESS & EXCEPTING THE FOLLOWING SUBDIVISIONS: STONE HAVEN SUBDIVISION PHASE 1, 2, & 3; CROFTER'S GLEN SUBDIVISION PHASE 1 & 2; CROFTER'S COVE SUBDIVISION PHASE 1, CROFTER'S COVE SUBDIVISION PHASE 1 AMENDED; PRESTWICK SUBDIVISION PHASE 1 & 2; MUIRFIELD SUBDIVISION PHASE 1, 2, 3, & 4; INVERNESS SUBDIVISION PHASE 1 & 2. SAID PARCEL IS LOCATED WITHIN SECTION 8-T4N-R2W, SLM; PART OF A GOLF COURSE KNOWN AS PART OF PARCEL 2. ALSO: BEGINNING AT A POINT WHICH LIES N 0°14'23" E ALONG THE SECTION LINE & CENTERLINE OF 4000 WEST STREET, 1255.22 FEET & S 89°45'37" E PERPENDICULAR TO SAID SECTION LINE, 1254.09 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE N 23°23'25" W 534.98 FEET; THENCE N 34°19'08" W 59.36 FEET; THENCE N 29°31'41" E 201.96 FEET; THENCE S 89°56'53" E 605.48 FEET TO THE BEGINNING TO A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 89°06'53" & A RADIUS OF 25.00 FEET (CHORD BEARS S 45°23'27" E 35.08 FEET) THENCE ALONG THE ARC 38.88 FEET TO THE POINT OF TANGENCY; THENCE S 0°50'00" E 3.50 FEET; THENCE N 89°57'57" W 232.71 FEET; THENCE S 34°33'25" W 239.76 FEET; THENCE S 22°16'24" E 421.70 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF HWID; THENCE ALONG SAID LINE S 72°03' W 279.19 FT, MORE OR LESS, TO THE POINT OF BEGINNING. LESS & EXCEPT THE FOLLOWING SUB'S: STONE HAVEN SUBDIVISION PHASE 1, 2, & 3 CROFTER'S GLEN SUBDIVISION PHASE 1 & 2; CROFTER'S COVE SUBDIVISION PHASE 1; CROFTER'S COVE SUBDIVISION PHASE 1 AMENDED; PRESTWICK SUBDIVISION PHASE 1 & 2; MUIRFIELD SUBDIVISION PHASE 1,2,3 & 4; INVERNESS SUBDIVISION PHASE 1 & 2. SAID PARCEL IS LOCATED WITHIN SECTION 8-T4N-R2W, SLM; PART OF A GOLF COURSE KNOWN AS PART OF PARCEL 2.

TAX ID 12-047-0168

PARCEL 1: A PART OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 2 WEST, SLM, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS N 0°14'26" E 213.05 FEET & S 89°45'34" E 1603.00 FEET FROM THE WEST 1/4 CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 2 WEST, SLM, TO A POINT ON THE SOUTHERLY LINE OF AUGUSTA DRIVE; THENCE ALONG THE ARC OF A 375.00 FOOT RADIUS CURVE TO THE LEFT 77.78 FEET (LONG CHORD BEARS N 56°34'31" E 77.64 FEET); THENCE N 50°38'00" E 27.32 FEET; THENCE S 28°14'19" E 30.85 FEET; THENCE N 89°45'34" W 48.00 FEET TO THE NORTHEASTERLY CORNER OF LOT #504 OF MUIRFIELD SUBDIVISION PHASE 5 & TO THE POINT OF BEGINNING. PARCEL 2: BEGINNING AT A POINT WHICH LIES S 89°48'44" E ALONG THE CENTER SECTION LINE 1603.00 FEET & S 0°11'16" W PERPENDICULAR TO SAID SECTION LINE 1.48 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION 8, & RUNNING THENCE N 0°14'26" E 213.05 FEET TO A POINT ON A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 9°28'59" & A RADIUS OF 375.00 FEET (CHORD BEARS N 57°46'32" E 62.00 FEET) THENCE ALONG THE ARC 62.07 FEET; THENCE S 89° 45'34" E 1000.41 FEET TO THE EASTERLY LINE OF HWID & THE 1/4 SECTION LINE; THENCE S 0°09'03" W 348.04 FEET, MORE OR LESS; THENCE N 88°22'28" W 24.12 FEET; THENCE N 76°44'88" W 195.86 FEET THENCE N 89°57'57" W 645.49 FEET; THENCE N 72°33'43" W 200.88 FEET TO THE POINT OF BEGINNING. LESS & EXCEPTING THE FOLLOWING SUBDIVISION: STONE HAVEN SUBDIVISION PHASE 1,2 & 3, CROFTER'S GLEN SUBDIVISION PHASE 1 & 2, CROFTER'S COVE SUBDIVISION PHASE 1, CROFTER'S COVE SUBDIVISION PHASE 1, AMENDED, PRESTWICK SUBDIVISION PHASE 1 & 2, MUIRFIELD SUBDIVISION PHASE 1,2,3 & 4, INVERNESS SUBDIVISION PHASE 1 & 2. PARCEL 3: BEGINNING AT A POINT WHICH LIES S 89°48'44" E ALONG THE CENTER SECTION LINE 1603.00 FEET & S 0°11'16" W PERPENDICULAR TO SAID SECTION LINE 1.48 FEET & S 72°33'43" E 200.88 FEET & S 89°57'57" E 645.49 FEET & S 76°44'88" E 195.86 FEET & S 88°22'28" E 24.17 FEET FROM THE WEST 1/4 CORNER OF SECTION 8-T4N-R1W, SLM, SAID POINT ALSO BEING ON THE EASTERLY LN OF HWID & THE 1/4 SECTION LINE OF SAID SECTION 8, & RUNNING THENCE N 0°09'03" E ALONG SAID LINE 348.04 FEET, MORE OR LESS, THENCE S 89°45'34" E 25.06 FEET; THENCE S 0°04'26" W 125.06 FEET; THENCE S 77°17'26" E 478.25 FEET; THENCE S 15°35'15" E 110.71 FEET; THENCE S 70°18'50" W 113.52 FEET TO THE BEGINNING OF A CURVE HAVING A CENTRAL ANGLE OF 9°41'10" & A RADIUS OF 300.00 FEET (CHORD BEARS S 75°09'25" W 50.66 FEET) THENCE ALONG THE ARC 50.72 FEET TO THE POINT OF TANGENCY; THENCE S 80°00'00" W 286.00 FEET; THENCE N 0°10'48" W 87.43 FEET; THENCE N 88°22'28" W 84.92 FEET TO THE POINT OF BEGINNING. LESS & EXCEPTING THE FOLLOWING SUBDIVISIONS: STONE HAVEN SUBDIVISION PHASE 1,2 & 3, CROFTER'S GLEN SUBDIVISION PHASE 1 & 2, CROFTER'S COVE SUBDIVISION PHASE 1, CROFTER'S COVE SUBDIVISION PHASE 1, AMENDED, PRESTWICK SUBDIVISION PHASE 1 & 2, MUIRFIELD SUBDIVISION PHASE 1,2,3 & 4, INVERNESS SUBDIVISION PHASE 1 & 2.

TAX ID 12-047-0183

BEGINNING AT PT WHICH LIES S 89°48'44" E ALONG THE CENTER OF SECTION LINE AT A POINT 1603.00 FEET & S 0°11'16" W PERPENDICULAR 1.48 FT TO THE SECTION LINE & N 0°14'26" E 213.00 FEET & N 49°09'06" W 65.56 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF AUGUSTA DRIVE, FROM THE WEST 1/4 CORNER OF SECTION 8 TOWNSHIP 4 NORTH, RANGE 2 WEST, SLM; & RUNNING

THENCE N 37°19'18" W 701.93 FEET; THENCE N 14°01'15" E 151.42 FEET; THENCE N 76°28'22" E 157.80 FEET; THENCE N 21°00'48" E 67.65 FEET; THENCE S 89°45'34" E 1210.00 FEET ALONG THE SOUTHERLY LINE OF MUIRFIELD SUBDIVISION PHASE 9 & 12, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 1201, MUIRFIELD SUBDIVISION PHASE 12; THENCE N 0°14'26" E 100.00 FEET; THENCE S 89°45'34" E 83.91 FEET, MORE OR LESS, TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 65°54'48" & A RADIUS OF 150.00 FEET (CHORD BEARS S 57°50'24" W 163.20 FEET (S/B N 57°50'24" E)) THENCE ALONG THE ARC 172.56 FEET TO THE POINT OF TANGENCY; THENCE N 24°53'00" E 66.12 FEET; THENCE S 46°41'10" E 86.54 FEET; THENCE N 50°42'12" E 402.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 4°46'26" & A RADIUS OF 260.00 FEET (CHORD BEARS S 16°44'04" E 21.66 FEET) & RUNNING THENCE ALONG THE ARC 21.66 FEET; TH S 50°42'12" W 115.95 FEET; THENCE S 39°17'48" E 101.50 FEET; THENCE S 31°25'21" E 86.08 FEET; THENCE S 2°47'21" E 70.73 FEET; THENCE S 25°24'13" W 99.63 FEET; THENCE S 55°09'01" W 568.16 FEET; THENCE N 89°45'34" W 1202.48 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF DUNDEE SUBDIVISION PHASE 1; THENCE S 16°25'25" E 467.68 FEET; THENCE S 50°38'00" W 32.90 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16°17'32" & A RADIUS OF 315.00 FEET (CHORD BEARS S 58°46'45" W 89.27 FEET) THENCE ALONG THE ARC 89.57 FEET TO THE POINT OF BEGINNING.

TAX ID: 12-047-0246

BEGINNING AT A POINT WHICH LIES N 0°14'42" E ALONG THE SECTION LINE & CENTER LINE OF 3000 WEST STREET 251.86 FEET & N 89°45'18" W PERPENDICULAR TO SAID SECTION LINE 418.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 8 & RUNNING THENCE N 89°53'49" W 236.94 FEET; THENCE S 0°06'11" W 219.98 FEET; THENCE N 89°53'49" W 509.57 FEET; THENCE N 0°06'11" E 219.98 FEET; THENCE N 89°53'49" W 1486.64 FEET TO A POINT INTERSECTING THE CENTER SECTION LINE; THENCE N 89°53'34" W 509.24 FEET; THENCE N 0°06'11" E 368.13 FEET; THENCE S 89°53'49" E 100.00 FEET; THENCE N 0°06'11" E 394.77 FEET; THENCE N 9°56'43" W 25.72 FEET; THENCE S 89°53'49" E 1328.00 FEET; THENCE N 01°02'52" W 584.59 FEET; THENCE N 63°44'47" W 128.75 FEET; THENCE N 69°01'32" W 132.78 FEET; THENCE N 34°43'33" W 150.88 FEET; THENCE S 87°29'31" W 190.61 FEET; THENCE N 53°32'09" W 87.19 FEET; THENCE N 83°37'15" W 316.08 FEET, MORE OR LESS, TO THE 1/4 SECTION LINE; THENCE N 0°09'03" W 270.01 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY LINE OF LOT 208, INVERNESS SUBDIVISION PHASE 2; THENCE N 64°12'21" E 83.91 FEET; THENCE N 39°05'22" E 55.41 FEET; THENCE N 80°00'00" E 100.00 FEET; THENCE N 10°00'00" W 100.00 FEET; THENCE N 80°00'00" E 187.59 FEET TO THE BEGINNING OF A CURVE TO THE LEFT SAID CURVE HAVING A CENTER ANGLE OF 10°03'52" & A RADIUS OF 360.00 FEET (CHORD BEARS N 74°58'04" E 63.15 FEET); THENCE ALONG THE ARC 63.24 FEET TO THE POINT OF TANGENCY; THENCE N 69°56'08" E 114.37 FEET; THENCE S 31°04'38" E 137.93 FEET; THENCE S 42°09'28" E 124.68 FEET; THENCE S 52°26'27" E 123.64 FEET; THENCE S 55°43'57" E 214.00 FEET; THENCE S 62°15'18" E 109.76 FEET; THENCE S 71°17'59" E 117.94 FEET; THENCE S 80°45'45" E 756.35 FEET; THENCE N 35°03'16" E 246.76 FEET; THENCE N 0°13'00" E 97.66 FEET; THENCE S 89°47'00" E 163.76 FEET; THENCE S 0°14'42" W 1919.22 FEET TO THE POINT OF BEGINNING. SAID PARCEL LIES WITHIN SECTION 8-T4N-R2W SLM. ALSO: BEGINNING AT A POINT WHICH LIES S 89°45'33" E 1792.70 FEET & S 0°15'27" W 670.14 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION 8, & RUNNING THENCE N 0°07'31" W 158.48 FEET TO A POINT ON THE SOUTH LINE OF LOT 106, INVERNESS SUBDIVISION PHASE 1 AMENDED; THENCE S 89°57'57" E 140.15 FEET; THENCE N 0°03'21" E 52.18 FEET;

THENCE N 88°25'09" E 252.77 FEET; THENCE N 80°11'04" E 141.02 FEET; THENCE N 87°18'33" E 130.09 FEET; THENCE S 77°12'05" E 142.95 FEET; THENCE N 64°12'21" E 67.28 FEET TO THE EASTERLY LINE OF HWID LINE & THE 1/4 SECTION LINE; THENCE S 0°09'03" W 268.70 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF WD RECORDED 5-25-05 AS ENTRY 2076272 BK 3795 PG 899; THENCE N 83°37'15" W 16.87 FEET; THENCE N 83°37'15" W 301.46 FEET; THENCE S 89°47'52" W 542.92 FEET TO THE POINT OF BEGINNING. SAID PARCEL IS LOCATED WITHIN SECTION 8-T4N-R2W, SLM; KNOWN AS PART OF PARCEL 2.

TAX ID: 12-047-0224

A PARCEL OF LAND WHICH LIES WITHIN THE SOUTHEAST 1/4 OF SECTION 8-T4N-R2W, SLM, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH LIES N 89°53'49" W ALONG THE SOUTH LINE OF SAID SECTION 8, 1163.88 FEET & N 0°06'11" E, 33.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 8 & RUNNING THENCE N 0°06'11" E, 219.98 FEET; THENCE N 89°53'49" W, 815.66 FEET; THENCE S 0°16'11" W, 219.98 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 1700 SOUTH STREET; THENCE S 89°53'49" E ALONG SAID RIGHT OF WAY LINE, 815.66 FEET TO THE POINT OF BEGINNING.

TAX ID: 12-047-0225

A PARCEL OF LAND WHICH LIES WITHIN THE SOUTHEAST 1/4 OF SECTION 8-T4N-R2W, SLM, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH LIES N 89°53'49" W ALONG THE SOUTH LINE OF SAID SECTION 8, 32.93 FEET & N 0°06'11" E, 33.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 8, SAID POINT ALSO LIES ON THE NORTH RIGHT OF WAY LINE OF 1700 SOUTH STREET & THE WEST RIGHT OF WAY LINE OF 3000 WEST STREET & RUNNING THENCE N 89°53'48" W ALONG SAID NORTH RIGHT OF WAY LINE, 621.40 FEET; THENCE N 0°06'11" E, 219.98 FEET; THENCE S 89°53'49" E, 236.94 FEET; THENCE N 0°14'42" E, 566.39 FEET; THENCE S 89°45'18" E, 385.00 FEET TO THE WEST RIGHT OF WAY LINE OF 3000 WEST STREET; THENCE S 0°14'42" W ALONG SAID WEST RIGHT OF WAY LINE, 785.42 FEET TO THE POINT OF BEGINNING.

TAX ID: 12-047-0247

A PARCEL OF LAND WHICH LIES WITHIN THE SOUTHWEST 1/4 OF SECTION 8-T4N-R2W, SLM, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH LIES S 89°53'34" EAST ALONG THE SOUTH LINE OF SAID SECTION 8, 383.05 FEET & N 0°06'26" E, 33.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 8 & RUNNING THENCE N 00°08'48" E, 219.99 FEET; THENCE S 89°53'34" E, 1706.28 FEET; THENCE S 0°06'11" W, 219.99 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 1700 SOUTH STREET; N 89°53'34" W ALONG SAID RIGHT OF WAY LINE, 1706.45 FEET TO THE POINT OF BEGINNING.

It is mutually agreed that:

Borrower hereby represents and warrants that Borrower is lawfully seized of said property in fee simple, that Borrower has good and lawful right to execute and deliver this trust deed, that Borrower will warrant and defend said property against all claims and demands whatsoever, except the following:

which has the address of Glen Eagle Golf Course, 3176 West 1700 South Syracuse, UT 84075 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE TO LENDER (a) the repayment of the indebtedness evidenced by Borrower's Note dated 15th day of March, 2012 (herein "Note"), in the principal sum of One Million and 00/100 Dollars (\$1,000,000.00), with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if no sooner paid, due and payable on 1st day of April, 2015, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution, the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to all not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at

Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender or shall in good faith contest such lien by, or defend enforcement of such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term extended coverage, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonable withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at the Lender option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursements of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.



If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application or proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notices. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. The state and local laws applicable to this Mortgage (Deed of Trust) shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage (Deed of Trust). In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the note and Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if (Borrower successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note).

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. BORROWER AND LENDER FURTHER COVENANT AND AGREE AS FOLLOWS:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and those remedies permitted by applicable law may be invoked. Lender shall be entitled to collect all

reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and of the election to cause the Property to be sold and shall record such notice in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be *prima facie* evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto or to the county clerk of the county in which the sale took place.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

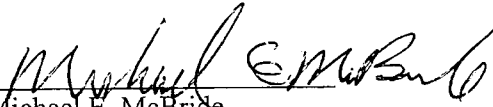
22. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

23. Substitute Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

24. Request for Notices. Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address which is the Property Address.

In Witness whereof, this 08 day of March, 2012.

Glen Eagle Golf Club, LC  
By: Its General Manager  
Sun Quest Development, LLC

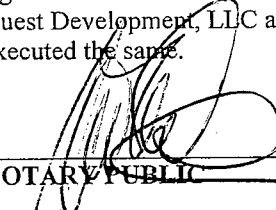
  
Michael E. McBride  
Its: Manager and Authorized  
Member Representative

Sun Quest Development, LLC

  
Michael E. McBride  
Its: Manager

STATE OF Deutschland )  
)ss.  
COUNTY OF Homburg )

On the 08 day of March, 2012, personally appeared before me, Michael E. McBride, who did say that he is the Manager and Authorized Member Representative of Glen Eagle Golf Club, LC, and Michael E. McBride who is the Manager of Sun Quest Development, LLC, that the foregoing instrument was signed on behalf of said Limited Liability Companies by authority of Glen Eagle Golf Club, LC and Sun Quest Development, LLC and that he duly acknowledged to me that said Limited Liability Companies executed the same.

  
NOTARY PUBLIC

My Commission Expires:

Residing at:

