

Ent: 459801 B: 1544 P: 1368

Chad Montgomery Box Elder County Utah Recorder
12/29/2022 08:05 AM Fee \$40.00 Page 1 of 9
For COTTONWOOD TITLE INSURANCE AGENCY, INC.
Electronically Recorded By SIMPLIFILE LC E-RECORDING

WHEN RECORDED MAIL TO:

USDA Rural Development -
Attn: Tonya Boykin
Multifamily Housing Program
Production and Preservation Division
1400 Independence Ave. SW, Room 5104A
Washington, DC 20250-1530

File No.: 162731-MCM

REAL ESTATE DEED OF TRUST

FOR UTAH

In Reference to Tax ID Number(s).:

05-062-0055, 05-062-0057 and 05-062-0066

Form RD 1927-7 UT
(Rev. 9-98)

Position 5

Real Estate Deed of Trust for Utah

THIS DEED, made this day, December 28, 2022 among Tremonton Apartments LLC, a Utah limited liability company whose post office address is 223 W. 700 S. Suite 100, Salt Lake City, UT, 84101 as trustors herein called "Borrower," and the United States of America, acting through the United States Department of Agriculture, Director of Asset Management, 1400 Independence Avenue SW, Room 5104A, Washington, D.C. 20250-1530, as trustee, herein called "Trustee," and the United States of America, acting through the United States Department of Agriculture, as beneficiary, herein called the "Government," and

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory notes or assumption agreements or any shared appreciation or recapture agreement, herein called "note," which has been executed by Borrower, is payable to the order of the Government authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument(s)</u>	<u>Principal Amount(s)</u>	<u>Annual Rate(s) of Interest</u>	<u>Due Date(s) of Final Installment</u>
June 17, 1981 Original Promissory Note	\$268,000.00	11.50%	June 17, 2031
May 5, 1982 Original Promissory Note	\$60,000.00	13.25%	May 5, 2032
November 29, 1983 Original Promissory Note	\$118,500.00	10.75%	November 29, 2033
November 29, 1983 Original Promissory Note	\$33,500.00	11.875%	November 29, 2033
August 13, 2007 Assumption Agreement	\$303,322.03	6.125%	October 1, 2033
December 28, 2022 Assumption Agreement	\$182,840.37	2.50%	December 28, 2052

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and pursuant to the Consolidated Farm and Rural Development Act, or title V of the Housing Act of 1949 or any other statutes administered by the Government;

And it is the purpose and intent of this instrument that, among other things, and at all times when the note is held by the Government or in the event the Government should assign this instrument, this instrument shall secure payment of the note and shall secure any FUTURE ADVANCES by the Government to the Borrower (all references herein to the "note" shall be deemed to include such future advances;

And this instrument also secures any amounts due under any Shared Appreciation Agreement/Recapture Agreement entered into pursuant to 7 U.S.C. §2001.

NOW, THEREFORE, in consideration of the loans, Borrower does hereby grant, bargain, sell, convey, and assign unto trustee the following described property situated in the State of Utah, County (or) Counties of Box Elder:

SEE ATTACHED EXHIBIT A, LEGAL DESCRIPTION

TOGETHER with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues, income and insurance proceeds therefrom, all improvements, all water, water rights, water stock, and sprinkling and irrigation systems, pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property."

THIS DEED OF TRUST is also intended as a Financing Statement covering fixtures which are affixed, or which may become affixed to the above-described property. The types of collateral covered hereby are described in the preceding paragraph.

The Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property, and that the Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to easements and restrictions of record.

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, and (b) to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS the property unto Trustee for the benefit of the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyance specified hereinabove, and COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Government.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) The Government may at any time pay any other amounts including advances for payment of prior or junior liens, required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for Borrower's account. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government, including advances for payment of prior or junior liens, in addition to any advances required by the terms of the note, as described by this instrument, with interest shall be immediately due and payable by Borrower to the Government without demand at the place designated in the

latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and waterstock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipt evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default) including but not limited to costs of evidence of title to survey of the property, costs of recording this and other instruments, attorneys' fees, trustee's fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Except as otherwise provided by the Government regulations, neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as beneficiary hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (d) release any party who is liable under the note or for the debt from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government whether once or often in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that the Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the

Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent or make an assignment for the benefit of creditors, the Government, at its option with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law, (e) bring an action to foreclose this instrument, obtain a deficiency judgment, or enforce any other remedy provided by law.

(18) At the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at Trustee's option may conduct such sale without being personally present, through Trustee's delegate authorized by Trustee for such purpose orally or in writing; and Trustee's execution of a conveyance of the property or any part thereof to any purchase at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through Trustee's delegate duly authorized in accordance herewith.

(19) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government, may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to the Government, in the order prescribed above.

(20) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise: and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(21) Borrower agrees that the Government will not be bound by any present or future State laws, (a) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (b) prescribing any other statute of limitations, or (c) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer to the property to a new Borrower.

(22) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, national origin, disability, familial status or age, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling

relating to race, color, religion, sex, national origin, disability, familial status or age.

(23) If Borrower has a permit or approved application for the appropriation of water for use on or for the benefit of the property hereinabove described, Borrower will perform and complete all the action and fulfill all the conditions necessary to perfect such water right; and in the event of Borrower's failure to do so, the Government shall have the right to complete such action and to advance such sums as may be necessary for such purpose, such advances to be secured by this instrument.

(24) If the property, or any part thereof, is a lease or a purchaser's interest in a contract of sale, Borrower will pay when due all rents, contract payments and any and all other charges required by said lease or contract, will comply with all other requirements of said lease or contract, and will not surrender or relinquish, without the Government's written consent, any of Borrower's right, title and interest in or to the property or the lease or contract while this instrument remains in effect.

(25) Borrower has assigned or waived or will immediately, on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration, to pay all fees and charges and to perform all acts and to do all things necessary to keep and preserve all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purpose, and such funds advanced shall be secured by this instrument.

(26) Borrower further agrees that the loans secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land, or the conversion of wetlands to produce an agricultural commodity, as prohibited by 7 C.F.R. part 1940, subpart G.

(27) This instrument shall be subject to the present regulations of the Government, and to its future regulations not inconsistent with the express provisions hereof.

(28) Notices, including any Notice of Default and Notice of Sale, shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of both Trustee and the Government to the address stated above and in the case of Borrower at the post office address shown above.

(29) Upon full and final payment of all indebtedness hereby secured and the performance and discharge of each and every condition, agreement and obligation, contingent, or otherwise, contained herein or secured hereby, the Government shall request Trustee to execute and deliver to Borrower at Borrower's address a full reconveyance of the property within 60 days after written demand by Borrower, and Borrower hereby waives the benefits of all laws requiring earlier execution or delivery of such reconveyance.

(30) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provisions or application, and to that end the provisions hereof are declared to be severable.

(31) This instrument also secures the obligations and covenants of Borrower set forth in Borrower's Loan Agreement and Security Agreement dated December 28, 2022.

IN WITNESS WHEREOF, the Grantor and Borrower have caused this Deed of Trust to be executed by its Executive Director or authorized officer who hereunto sets their hand and seal as of the date first written above.

TREMONTON APARTMENTS LLC,
a Utah limited liability company

By: Tremonton GP LLC,
a Utah limited liability company
Its: Manager

By: Utah Non-Profit Housing Corporation,
a Utah nonprofit corporation
Its: Manager

By: Marion A. Willey
Name: Marion A. Willey
Title: Executive Director

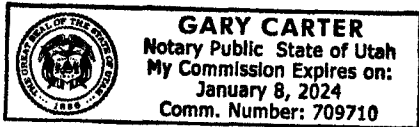
STATE OF Utah

COUNTY OF SALT LAKE

} ss:

On this 27th day of DECEMBER, 2022, personally appeared before me Marion A. Willey, Executive Director of Utah Non-Profit Housing Corporation, which is the Manager of Tremonton GP, LLC, which is the Manager of Tremonton Apartments LLC the signers of the above instrument, who duly acknowledged to me that Marion A. Willey executed the same.

(NOTARIAL SEAL)



Notary Public: Gary Carter

My commission expires: 1-8-2024

**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL 1:

BEGINNING AT A POINT 154 FEET SOUTH OF THE SOUTHWEST CORNER OF LOT 7, BLOCK 1, PLAT B, TREMONTON CITY SURVEY; THENCE EAST 78.5 FEET; THENCE SOUTH 21 FEET; THENCE EAST 81.5 FEET; THENCE SOUTH 75 FEET; THENCE WEST 160 FEET, MORE OR LESS TO EAST LINE OF 1ST EAST STREET; THENCE NORTH 96 FEET TO BEGINNING.

PARCEL 2:

BEGINNING AT A POINT 749 FEET WEST AND 639.5 FEET SOUTH OF NORTHEAST CORNER OF SECTION 10, TOWNSHIP 11 NORTH, RANGE 3 WEST, SALT LAKE MERIDIAN, SAID POINT BEING THE EAST LINE OF A CITY STREET KNOWN AS 1ST EAST STREET AND THE SOUTH LINE OF J.L. BURGESS PROPERTY; THENCE EAST 85 FEET; THENCE SOUTH 185 FEET; THENCE WEST 85 FEET; THENCE NORTH 185 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

BEGINNING AT A POINT 639.5 FEET SOUTH AND 664 FEET WEST OF THE NORTHEAST CORNER OF SECTION 10, TOWNSHIP 11 NORTH, RANGE 3 WEST, SALT LAKE MERIDIAN, RUNNING THENCE SOUTH 185 FEET; THENCE EAST 65 FEET; THENCE NORTH 185 FEET; THENCE WEST 65 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

RIGHT OF WAY EASEMENT APPURTENANT TO PARCELS 2, 3 AND 4 FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 154 FEET SOUTH OF THE SOUTHWEST CORNER OF LOT 7, BLOCK 1, PLAT B, TREMONTON CITY SURVEY AND RUNNING THENCE EAST 78.5 FEET; THENCE NORTH 20 FEET; THENCE WEST 78.5 FEET; THENCE SOUTH 20 FEET TO THE POINT OF BEGINNING. BEING PART OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 11 NORTH, RANGE 3 WEST, SALT LAKE MERIDIAN.

Attachment A

Attachment to be Inserted in the Assumption Agreement, Loan
Agreement and Deed of Trust/Mortgage for Loan(s) Being Assumed

1. "The property described herein was obtained or improved with federal financial assistance and is subject to the provisions of Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 and the regulations issues thereto. This covenant is in effect for as long as the property continues to be used for the same or similar purpose for which the financial assistance was extended, or for as long as the above recipient owns it, whichever is longer."
2. "This instrument also secures the obligations and covenants of the borrower set forth in the borrower's Loan Agreement dated **December 28, 2022** which is hereby incorporated herein by reference."
3. "No member/partner will have any personal liability for the payment of all or any part of the indebtedness."
4. The borrower or any successors in interest agree to use the housing for the purpose of housing people eligible for occupancy as provided in section 515 of title V of the Housing Act of 1949, and RD regulations then in effect beginning **December 28, 2022** for a thirty-year period. No eligible person occupying the housing will be required to vacate nor any eligible person denied occupancy for housing prior to the close of such period because of a prohibited change in the use of the housing. A tenant or person wishing to occupy the housing may seek enforcement of this provision as well as the Government."
5. TRANSFEREES ASSUMING AGENCY LOANS (Including loans approved prior to Dec. 21,1979)
RESTRICTIVE-USE PROVISIONS AND AGREEMENT (§3560.662(b)(3))
 - (a) Tremonton Apartments LLC and any successors in interest, agree to use the property described herein or in Exhibit A in compliance with 42 U.S.C. 1484 (Section 514) or 1485 (Section 515), whichever is applicable, and applicable regulations and the subsequent amendments, for the purpose of housing very low, low, and moderate income households.
 - (b) The period of the restriction will be thirty (30) years.
 - (c) When required by 7 C.F.R. § 3560.658(a)(1) or (a)(2) Tremonton Apartments LLC., and any successors in interest, agree that at the end of the expiration of the period described in paragraph (b) of this section, the property will be offered for sale to a qualified nonprofit organization or public body, in accordance with previously cited statutes and regulations.
 - (d) The Agency and eligible tenants or applicants may enforce these restrictions.
 - (e) Tremonton Apartments LLC and any successors in interest, also agree:
 1. To set rents, other charges, and conditions of occupancy in a manner to meet these restrictions;
 2. To post an Agency approved notice of this restriction for the tenants of the property;
 3. To adhere to applicable local, state, and Federal laws; and
 4. To obtain Agency concurrence for any rental procedures that deviate from those approved at the time of prepayment, prior to implementation.
 - (f) Tremonton Apartments LLC, and any successors in interest, will be released from these obligations before the termination period described in paragraph (b) of this section only when the Agency determines that there is no longer a need for the housing or that financial assistance provided the residents of the housing will no longer be provided due to no fault, action, or lack of action on the part of the borrower.