

WHEN RECORDED, RETURN TO:

Tax ID # 2136408004

263 W. Princeton Dr.. Midvale. Utah

Deron Brunson
6273 S. 1300 E.
Salt Lake City, UT. 84121

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08/24/2004 03:37 PM \$36.00
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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UT
PREMIER TITLE INS AGENCY
6796 S 1300 E
SLC UT 84121
BY: ZJM, DEPUTY - WI 14 P. Utah

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS (together with all amendments and supplements, this "Deed of Trust") is made the 8th day of July, 2004, from Grey Stone Capital, a L.L.C. with an address of 555 E. 3050 N., Provo, UT 84064, its successors and permitted assigns (collectively, "Trustor"), to Kyle V. Leishman with an address of 170 S. Main, Ste. #1500, Salt Lake City, Utah 84101 ("Trustee"), and Deron Brunson with an address of 6273 S. 1300 E., Salt Lake City, Utah 84121, its successors and assigns ("Beneficiary").

1. GRANTING CLAUSE

1.1. Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE Trustor's interest in and to the property situated in Salt Lake County, Utah, being more particularly described on Exhibit "A", attached hereto and incorporated herein by reference.

1.2. TOGETHER WITH all right, title, and interest of Trustor in and to all improvements now located or hereafter to be erected or placed upon any real property which, or upon any real property an interest in which, is now or hereafter subject to the lien of this Deed of Trust (all hereinafter referred to as the "Improvements"), and all right, title, and interest of Trustor, now owned or hereafter acquired, in and to any and all strips and gores of land, and in, to, and under the land within the streets, sidewalks, and alleys, adjoining such real property, and in and to all and singular the tenements, hereditaments, privileges, easements, franchises, rights, appendages, and appurtenances belonging or in any way appertaining to all such real property.

1.3. TOGETHER WITH all accounts, contract rights, rents, issues, royalties, profits, revenues, incomes, proceeds, and other benefits of and from the property described above and property subject or required to be subject to the lien of this Deed of Trust, and any and all bank accounts and similar accounts containing any of the foregoing, and all of the estate, right, title, and interest of every nature whatsoever of Trustor in and to the same and every part and parcel thereof.

1.4. TOGETHER WITH all existing and future water or water rights, ditch or ditch rights, and reservoir or reservoir rights which are appurtenant to or which have been used in connection with the real property, all existing and future water stock relating to the real property, all existing and future shares of stock or other evidence of ownership of any

part of the real property that is owned by Trustor in common with others, and all existing and future documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the real property.

1.5. TOGETHER WITH all and singular the privileges and appurtenances thereunto belonging, (Trustor's interest in the real property described in Exhibit "A" and the Improvements, interests, privileges, and appurtenances described in Sections 1.1 through 1.4 hereof being hereinafter referred to as the "Property"), it being the intention of Trustor that so far as may be permitted by law, all property, interests and rights of the character described in this Section 1 which are now owned or held or are hereafter acquired by Trustor and are affixed, attached, annexed to or placed upon any Property shall be and remain or become and constitute a portion of the security covered by and subject to the lien hereof and TRUSTOR WARRANTS THE TITLE TO THE SAME subject to those exceptions to title approved in advance by Beneficiary.

TO HAVE AND TO HOLD the same IN TRUST, WITH POWER OF SALE, however, for the purpose of securing:

1.5.0.1. The payment of that certain Promissory Note of even date herewith (the "Note") from Trustor to Beneficiary in the principal sum of FIFTEEN THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$ 15,450.00);

1.5.0.2. The payment of all sums expended or advanced by Beneficiary pursuant to the terms hereof. (The obligations under the Note, and advances made by Beneficiary pursuant to the terms of this Deed of Trust or any other instrument now in existence or hereafter executed or any amendment or modification thereto, the purpose of which is to secure the repayment of the Note, are hereinafter referred to as the "Indebtedness"); and

1.5.0.3. The performance of each covenant and agreement of Trustor contained herein and in any modification or amendment of this Deed of Trust.

2. COVENANTS

2.1. Repayment of Indebtedness. Trustor covenants and agrees to pay promptly the principal of and interest on the Indebtedness, to pay promptly all other sums due pursuant hereto, and to perform each and every agreement and condition contained in the Note, this Deed of Trust, and all other documents or instruments executed to secure the payment of the Indebtedness (the "Loan Documents").

2.2. Payment of Taxes and Assessments. Trustor covenants and agrees to pay before they become delinquent all taxes, special assessments, water and sewer rents or assessments, and all other charges imposed by law upon or against the Property, ordinary and extraordinary, unforeseen and foreseen (the "Impositions"). Upon written request, Trustor shall deliver to Beneficiary evidence of payment of Impositions and insurance premiums within thirty (30) days after such payment is made. Such evidence shall be in the form of the original or a photostatic copy of the official receipt evidencing such payment or other proof of payment satisfactory to Beneficiary. The failure of Trustor to

deliver to Beneficiary such receipts or to submit other satisfactory proof of such payment to Beneficiary upon request shall constitute an Event of Default.

2.3. Maintenance of Property. Trustor will not commit any waste on the Property or take any actions that might invalidate any insurance carried on the Property. Trustor at its sole cost and expense will maintain the Property and the Improvements in good condition and promptly make all necessary repairs, interior and exterior, structural and non-structural, ordinary and extraordinary, foreseen and unforeseen. No Improvements may be removed, demolished, or materially altered without the prior written consent of Beneficiary. All repairs shall be equal or superior in quality and class to the original work. No personal property in which Beneficiary has a security interest may be removed from the Property unless it is immediately replaced by similar property of at least equivalent value on which Beneficiary will immediately have a valid third lien and security interest. Trustor in the use and operation of the Property shall comply with all covenants and conditions, restrictions, agreements or other matters affecting the Property. Trustor shall not bring or keep any article on the Property or cause or permit any condition to exist on the Property which is prohibited by or could invalidate any insurance coverage maintained, or required hereunder to be maintained, with respect to all or any part of the Property. Trustor shall do all acts which from the character or use of the Property may be reasonably necessary to protect the security of this Deed of Trust and not specifically set forth herein.

2.4. Protection of Security; Costs and Expenses. At any time and from time to time, Trustor will execute and deliver all such further documents and do all such other acts and things as Beneficiary may reasonably request in writing in order to protect the security and priority of the lien created hereby. If Trustor fails to perform any of the covenants or agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects Beneficiary's interest in the Property or any part thereof, including, but not limited to, eminent domain, code enforcement, or proceedings of any nature whatsoever under any federal, state or local law or regulation, whether now existing or hereafter enacted or amended, relating to bankruptcy, insolvency, arrangement, reorganization or other form of debtor relief, or to a decedent, then Beneficiary may, but without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereunder, make such appearances, disburse such sums and take such action as Beneficiary deems necessary or appropriate to protect Beneficiary's interest, including, but not limited to, disbursement of reasonable attorneys' fees, enter upon the Property to make repairs or take other action to protect the security hereof, and pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of Beneficiary appears to be prior or superior hereto. Trustor further agrees to pay all reasonable expenses of Beneficiary (including fees and disbursements of counsel) incident to the protection of the rights of Beneficiary hereunder, or to enforcement or collection of payment of the Indebtedness, whether by judicial or nonjudicial proceedings, or in connection with any bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding of Trustor, or otherwise. Any amounts disbursed by Beneficiary pursuant to this Section shall be part of the Indebtedness and secured by this Deed of Trust and shall bear interest at the Default Rate. Trustor shall pay all such amounts immediately without demand. Nothing contained in this Section

shall be construed to require Beneficiary to incur any expense, make any appearance, or take any other action.

2.5. Cost of Defending Title to Property. If Beneficiary is made a party to any action affecting this Deed of Trust or the title to the Property, Trustor agrees that Beneficiary may at its option defend such action. If Beneficiary elects to defend, all court costs and reasonable expenses, including reasonable attorneys' fees and costs of evidence of title to the Property, shall be reimbursed by Trustor upon demand therefor and until then shall become part of the Indebtedness and be secured hereby.

2.6. Preservation of Lien Priority by Trustor.

- a. The lien of this Deed of Trust is and will be maintained as a valid third lien on the Property. Trustor will not, directly or indirectly, create or suffer or permit to be created or to stand against all or any part of the Property any lien or charge prior to, subordinate to, or on a parity with the lien of this Deed of Trust, except for such other liens as consented to in writing by Beneficiary. However, nothing in this Deed of Trust shall require Trustor to pay any Impositions prior to the time they become due and payable or require Trustor to pay any Imposition so long as Trustor contests the amount, applicability, or validity in good faith by appropriate proceedings promptly initiated and diligently conducted if: (1) such nonpayment will not result in a forfeiture or impairment of the priority of the lien of this Deed of Trust; and (2) Trustor has posted security with Beneficiary in a form and in an amount satisfactory to Beneficiary which the Beneficiary shall use in its sole discretion to protect the priority of the lien of this Deed of Trust. Trustor will keep and maintain the Property free from all liens of persons supplying labor and materials entering into the construction, modification, or repair of the Improvements. If any such lien is recorded against the Property, Trustor shall post a bond, as provided by statute, or discharge the same of record within fifteen (15) days after such lien is recorded. Without the prior consent of Beneficiary, Trustor shall not do, or permit to be done, or omit to do, or permit the omission of, any act or thing, the doing of which or the omission of which would impair the security of this Deed of Trust.
- b. All property of every kind acquired by Trustor after the date hereof which, by the terms hereof, is required or intended to be subjected to the lien of this Deed of Trust shall, immediately upon its acquisition and without any further conveyance, assignment, or transfer, become subject to the lien of this Deed of Trust. Nevertheless, Trustor will do all such further acts, and execute, acknowledge, and deliver all such further conveyances, mortgages, security agreements, and assurances as Beneficiary may reasonably require in order to confirm the lien of this Deed of Trust on the Property, the Improvements, and the Equipment, and Trustor shall pay all costs in connection therewith, including but not limited to Beneficiary's attorneys' fees and fees for filing or recording such instruments.
- c. If any action or proceeding is instituted to evict Trustor or to recover possession of the Property or for any other purpose affecting this Deed of Trust or the lien of

this Deed of Trust, Trustor shall deliver to Beneficiary a true copy of each precept, petition, summons, complaint, notice of motion, order to show cause, and all other process, pleadings, and papers, however designated, served or received in such action or proceedings, immediately after Trustor receives them.

2.7. Further Encumbrance or Sale. Except as otherwise provided herein, without the prior written consent of Beneficiary, which Beneficiary may withhold in its sole discretion for any reason or for no reason, Trustor shall not execute or deliver any pledge, security agreement, mortgage, deed of trust or other instrument of hypothecation, covering all or any portion of the Property nor sell, contract to sell, lease with option to purchase, convey, alienate, transfer or otherwise dispose of all or any portion of the Property, whether voluntarily or involuntarily, by operation of law or otherwise, and any act in contravention hereof shall constitute an Event of Default (without notice or passage of time). Trustor shall reimburse Beneficiary for all costs and expenses, including without limitation reasonable attorneys' fees, incurred by Beneficiary in connection with its review of Trustor's request for Beneficiary's consent to such a sale or other transfer pursuant to this Section.

2.8. Use of the Property. Except as provided in this Section 2.8, Trustor shall not change the use of the Property or construct any improvements on the Property. In the event Trustor desires to change the use of the Property or construct improvements on the Property, Trustor shall first give Beneficiary written notice of such desire together with a detailed description of such proposed change in use or improvements to be constructed on the Property.

2.9. Zoning and Private Covenants. Trustor will not initiate, join in, or consent to any change in any zoning ordinance or classification, any private restrictive covenant, or any other public or private restriction limiting or defining the uses of all or any part of the Property without Beneficiary's prior written consent. If the use of all or any part of the Property is or becomes a nonconforming use under applicable zoning provisions, Trustor will not cause or permit such use to be discontinued or abandoned without Beneficiary's prior written consent.

2.10. Cost of Defending Title to Property. If Beneficiary is made a party to any action affecting this Deed of Trust or the title to the Property, Trustor agrees that Beneficiary may at its option defend such action. If Beneficiary elects to defend, all court costs and reasonable expenses, including attorneys' fees and costs of evidence of title to the Property, shall be reimbursed by Trustor upon demand therefor and until then shall become part of the Indebtedness and be secured hereby.

2.11. Character of Property for Acceleration of Indebtedness Purposes. Trustor covenants, warrants, and represents that the transaction contemplated herein and in the Note and in the Loan Documents is solely a commercial transaction.

3. REPRESENTATIONS AND WARRANTIES

To induce Beneficiary to make the loan secured hereby, Trustor represents and warrants to Beneficiary, in addition to any representations and warranties in the Note or any Loan Documents, that as of the date hereof and throughout the term of the Indebtedness until the Indebtedness is paid in full and all obligations under this Deed of Trust and the other Loan Documents are performed:

3.1. Power and Authority. Trustor has full power and due authority to execute, deliver and perform this Deed of Trust, the Note, and all of the Loan Documents in accordance with their terms. Such execution, delivery and performance has been duly authorized by all necessary action and has been approved by each required governmental authority or other party, and the obligations of Trustor and every other party thereto under each are the legal, valid and binding obligations of each, enforceable by Beneficiary in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws applicable to the enforcement of creditors' rights generally.

3.2. No Default or Violations. No Event of Default (as defined hereafter) or event which, with notice or passage of time or both, would constitute an Event of Default has occurred and is continuing under this Deed of Trust, the Note, or any of the Loan Documents. Trustor is not in violation of any governmental requirement (including, without limitation, any applicable securities law) or in default under any agreement to which it is bound, or which affects it or any of its property, and the execution, delivery and performance of this Deed of Trust, the Note, or any of the Loan Documents in accordance with their terms. The use and occupancy of the Property will not violate any governmental requirement (including, without limitation, any applicable usury law), or conflict with, be inconsistent with or result in any default under, any of the representations or warranties, covenants, conditions or other provisions of any indenture, mortgage, deed of trust, easement, restriction of record, contract, document, agreement or instrument of any kind to which any of the foregoing is bound or which affects it or any of its property, except as identified in writing and approved by Beneficiary.

3.3. No Litigation or Government Controls. No proceedings of any kind are pending, or, to the knowledge of Trustor, threatened against or affecting Trustor, the Property (including any attempt or threat by any governmental authority to condemn or rezone all or any portion of the Property), or involving the validity, enforceability or priority of this Deed of Trust, the Note or any of the Loan Documents or enjoining or preventing or threatening to enjoin or prevent the use and occupancy of the Property or the performance by Trustor of its obligations hereunder. No rent controls, governmental moratoria or environment controls are presently in existence, or, to the knowledge of Trustor, threatened, affecting the Property, except as identified in writing to and approved by Beneficiary.

3.4. No Violation of Agreement by Trustor. The Note, this Deed of Trust, and the Loan Documents are valid and enforceable obligations of Trustor in accordance with their respective terms. Trustor further covenants and warrants that the Note, this Deed of

Trust, and the Loan Documents, and the performance or observance by Trustor of any of the matters or things in the Note, this Deed of Trust, and the Loan Documents do not provide for or contravene any covenant in any indenture or agreement affecting Trustor.

4. ASSIGNMENT OF RENTS AND LEASES. As additional security for the payment of the Indebtedness, Trustor hereby presently and unconditionally assigns, transfers, and sets over to Beneficiary, all rents, profits, accounts, issues and income now or hereafter derived from the Property including all prepaid rent and security deposits (the "Rents") and all right, title, and interest of Trustor in and to any leases affecting the Property, any modifications or renewals of the Leases and all guaranties of any lessee's obligation under any such leases. Trustor reserves and Beneficiary grants to Trustor a license to collect the Rents. Upon notice to Trustor and the lessees under any leases, all Rents shall be paid directly to Beneficiary. If an Event of Default occurs, and without regard to the adequacy of its security hereunder and without notice to or demand upon Trustor, Beneficiary shall thereafter have full and complete right and authority to demand, collect, receive, and receipt for the Rents, to take possession of the Property without having a receiver appointed, to rent and manage the Property from time to time, and to apply the net proceeds of the Rents to the Indebtedness until all delinquencies, advances, and the Indebtedness are paid in full or until Beneficiary obtains title to the Property through foreclosure or otherwise. Trustor hereby irrevocably authorizes and directs the lessee under any leases, upon receipt of notice from Beneficiary, to pay thereafter all Rents directly to Beneficiary. Upon the occurrence of an Event of Default, Beneficiary or the holder of the Certificate of Purchase (issued by the Trustee after the Trustee's Sale) may enforce its rights to the Rents by any appropriate civil suit or proceeding. Beneficiary or the holder of such Certificate of Purchase shall be entitled as a matter of right to a receiver for the Property without regard to the solvency or insolvency of Trustor or of the then owner of the Property or of the Property's value. Such receiver shall apply the Rents according to the law and the orders and directions of a court of competent jurisdiction. Neither the foregoing assignment of Rents to Beneficiary nor the exercise by Beneficiary of any of its rights or remedies hereunder shall be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any part of the Property, unless and until Beneficiary, in person or by agent, obtains title to the Property. The appointment of a receiver for the Property by any court at the request of Beneficiary or by agreement with Trustor, or the entering into possession of the Property by such receiver, shall not be deemed to make Beneficiary a mortgagee-in-possession or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any part of the Property.

5. EVENTS OF DEFAULT

Each of the following shall constitute an Event of Default (“Event of Default”) hereunder (including if Trustor consists of more than one person or entity the occurrence of any of such events with respect to any one or more of such person or entities):

5.1. Overdue Payment. Trustor fails to pay within fifteen (15) days after receipt of written notice of failure to pay when due, any sum required to be paid pursuant to the terms of the Note or this Deed of Trust.

5.2. Non-monetary Breach. Trustor commits any breach, not involving the payment of moneys, in the due observance or performance of any covenant, condition, or agreement contained in the Note or this Deed of Trust, and Trustor fails to cure such breach within thirty (30) days after Beneficiary gives written notice to Trustor of such breach.

6. REMEDIES

Upon the occurrence of any Event of Default, Beneficiary shall have the following rights and remedies:

6.1. Acceleration. Beneficiary may declare the entire principal amount of the Indebtedness then outstanding (if not then due and payable), and accrued and unpaid interest thereon, and all other sums or payments required thereunder, to be due and payable immediately, and notwithstanding the stated maturity in the Note, the principal amount of the Indebtedness and the accrued and unpaid interest thereon and all other sums or payments required thereunder shall thereupon become and be immediately due and payable, and the Indebtedness shall thereafter bear interest at a rate per annum equal to Twenty-Eight percent (28%) (the “Default Rate”) from the due date until paid and payment of such default interest shall be secured by this Deed of Trust. In addition to interest that shall accrue at the Default Rate, Trustor shall pay a late fee in the amount of Three percent (3%) of the amount due upon the occurrence of any Event of Default. In addition to interest that shall accrue at the Default Rate, Trustor shall pay a late fee in the amount of Three percent (3%) if the amount due each 30 days from any Event of Default.

6.2. Entry. Irrespective of whether Beneficiary exercises the option provided in Section 6.1 above, Beneficiary in person or by agent or by court-appointed receiver may enter upon, take possession of, manage and operate the Property or any part thereof and do all things necessary or appropriate in Beneficiary's sole discretion in connection therewith, including without limitation making and enforcing, and if the same be subject to modification or cancellation, modifying or canceling leases upon such terms or conditions as Beneficiary deems proper, obtaining and evicting tenants, and fixing or modifying Rents, contracting for and making repairs and alterations, and doing any and all other acts which Beneficiary deems proper to protect the security thereof, including taking any remedial measures resulting from the actual or threatened release of hazardous materials on the Property, in which event the decision of Beneficiary as to whether there exists an actual or threatened release of hazardous materials shall be deemed reasonable

and conclusive; and either with or without so taking possession, in its own name or in the name of Trustor, sue for or otherwise collect and receive the Rents, including those past due and unpaid, and apply the same less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. Upon request of Beneficiary, Trustor shall assemble and make available to Beneficiary at the site of the real property encumbered hereby any of the Property which has been removed therefrom. The entering upon and taking possession of the Property, or any part thereof, and the collection of any Rents and the application thereof as aforesaid shall not cure or waive any default theretofore or thereafter occurring or affect any notice or default hereunder or invalidate any act done pursuant to any such default or notice. Notwithstanding continuance in possession of the Property or any part thereof by Beneficiary, Trustor or a receiver, and notwithstanding the collection, receipt and application of the Rents, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, any other Loan Document or by law or in equity upon or after the occurrence of an Event of Default, including without limitation the right to exercise the power of sale. Any of the actions referred to in this Section may be taken by Beneficiary irrespective of whether any notice of default of election to sell has been given hereunder and without regard to the adequacy of the security for the indebtedness hereby secured.

6.3. Receiver. Beneficiary shall have the right, with the irrevocable consent of Trustor hereby given and evidenced by the execution of this Deed of Trust, to obtain appointment of a receiver by any court of competent jurisdiction without further notice to Trustor, which receiver shall be authorized and empowered to enter upon and take possession of the Property, including all personal property used upon or in connection with the real property herein conveyed and all bank accounts encumbered by this Deed of Trust or the Loan Documents and containing funds associated with the Property, to let the Property, to receive all the Rents due or to become due, and apply the Rents after payment of all necessary charges and expenses to reduction of the Indebtedness. Trustor hereby assigns the Rents to Beneficiary as additional security for the Indebtedness, together with all documents evidencing the Rents. At the option of Beneficiary, the receiver shall accomplish such entry and taking possession of the Property by actual entry and possession or by notice to Trustor. The receiver so appointed by a court of competent jurisdiction shall be empowered to issue receiver's certificates for funds advanced by Beneficiary for the purpose of protecting the value of the Property as security for the Indebtedness. The amounts evidenced by receiver's certificates shall bear interest at the Default Rate and may be added to the cost of redemption if the owners of the Property, Trustor, or a junior lienholder redeems at the Trustee's Sale.

6.4. Power of Sale. If any Event of Default occurs, Beneficiary is authorized and empowered, without further notice, to execute or cause the Trustee to execute a written notice of default and of election to cause the Property to be sold as required by law or as otherwise provided herein, and the Trustee shall file such notice for record in each county wherein the Property or any part thereof is situated. After such filing, the Trustee may lawfully foreclose and shall foreclose the lien of this Deed of Trust, and sell and dispose of the Property in masse or in separate parcels (as Beneficiary may elect) and all the right, title, and interest of Trustor therein, at a public auction at any place then authorized

by law as may be specified in the notice of such sale, for the price permitted by law (the "Trustee's Sale"), legally required public notice having previously been given of the time and place of such sale. The Trustee, without demand on Trustor, shall sell the Property on the date and at the time and place designated in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such Property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient in accordance with applicable law, postpone the sale from time to time until it shall be completed and, in every case, notice of postponement shall be given as required by law. Trustee shall execute and deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorneys' fees; (2) cost of any evidence of title procured in connection with such sale; (3) all sums expended under the terms hereof, not then repaid, with accrued interest as provided herein from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, 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.

6.5. Election to Foreclose as a Mortgage. Upon the occurrence of an Event of Default, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including reasonable attorneys' fees in such amount as shall be fixed by the court. Trustor hereby waives all rights to the marshaling of Trustor's assets encumbered by this Deed of Trust to the fullest extent permitted by law, including the Property, and all rights to require the Property to be sold in several parcels. The proceeds or avails of such a sale pursuant to the foreclosure of this Deed of Trust as a mortgage shall first be applied to pay all reasonable fees, charges, costs of conducting such sale and advertising the Property, and attorneys' fees as herein provided, second to pay to Beneficiary the then outstanding amount of the Indebtedness with interest at the rate set forth in the Note, and third to the person so entitled. Beneficiary may purchase all or any part of the Property at such sale. Any purchaser at such sale shall not be responsible for the application of the purchase money. During any redemption period subsequent to the such sale, the amount of Beneficiary's bid entered at such sale shall bear interest at the Default Rate.

6.6. Attorneys' Fees in the Event of Foreclosure. If this Deed of Trust is foreclosed by the Trustee, the Trustee shall allow a reasonable amount of attorneys' fees for services rendered in the supervision of such foreclosure proceedings as a part of the cost of foreclosure. If the foreclosure proceedings are made through court proceedings, attorneys' fees in an amount determined by the court to be reasonable shall be taxed by the court as a part of the cost of such foreclosure proceedings.

6.7. Waiver of Right to Marshall Assets. Trustor, for itself and for all persons hereafter claiming through or under it or who may at any time hereafter become holders of liens junior to the lien of this Deed of Trust, hereby expressly waives and releases all rights to direct the order in which any of the Property shall be sold and to have the Property and any other property now or hereafter constituting security for the Indebtedness marshalled upon any foreclosure of the lien of this Deed of Trust. Beneficiary shall have the right to sell the Property as a whole or in separate parcels.

6.8. Beneficiary's Remedies Cumulative. Each right, power, and remedy herein conferred upon Beneficiary or the Trustee is cumulative of every other right or remedy of Beneficiary or the Trustee, whether conferred herein or by law, and may be enforced concurrently.

7. MISCELLANEOUS

7.1. Severability of Clauses. If any term, covenant, condition, or provision of this Deed of Trust is held to be invalid, illegal, or unenforceable, this Deed of Trust shall be construed without such provision.

7.2. Notices. Notices made or given by the Parties must be in writing and may be served personally or by certified mail, return receipt requested, postage prepaid, or by another commercially recognized means of delivery, addressed at the addresses specified above. Notices shall be deemed effective upon the receipt thereof.

7.3. Waiver. Failure by Beneficiary to insist upon the strict performance of any covenant, agreement, term, or condition of this Deed of Trust or to exercise any right or remedy consequent upon a breach thereof shall not constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No covenant, agreement, term, or condition in this Deed of Trust and no breach thereof, may be waived, altered, or modified except by a written instrument executed by Beneficiary. The waiver of any breach shall not affect or alter this Deed of Trust, but each and every covenant, agreement, term, and condition of this Deed of Trust shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

7.4. Inspection of Property. Beneficiary and its authorized representatives may enter and inspect all portions of the Property upon reasonable notice and at all reasonable times (subject to the rights of lessees and other occupants of the Property).

7.5. Binding Effect. This Deed of Trust shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. If Trustor is now or is ever composed of more than one party, the obligations and warranties contained herein and arising therefrom are and shall be joint and several as to each such party.

7.6. Applicable Law. This Deed of Trust shall be governed by the laws of the State of Utah as such laws are applied to agreements between Utah residents entered into and to be performed entirely within the State of Utah.

7.7. Beneficiary Not Partner of Trustor; Trustor to Indemnify Beneficiary. The exercise by Beneficiary of any of its rights, privileges or remedies conferred hereunder or under the Note or any other Loan Documents or under applicable law, shall not be deemed to render Beneficiary a partner or a co-venturer with Trustor or with any other person. Any and all of such actions will be exercised by Beneficiary solely in furtherance of its role as a secured lender advancing funds for use by Trustor as provided in this Deed of Trust. Trustor shall indemnify Beneficiary against any claim by any third party for any injury, damage or liability of any kind arising out of any failure of Trustor to perform its obligations in this transaction, shall notify Beneficiary of any lawsuit based on such claim, and at Beneficiary's election, shall defend Beneficiary therein at Trustor's own expense by counsel satisfactory to Beneficiary or shall pay Beneficiary's costs and attorneys' fees if Beneficiary chooses to defend itself on any such claim.

7.8. Entire Agreement. Once the Note, this Deed of Trust, and all of the other Loan Documents, if any, have been executed, all of the foregoing constitutes the entire agreement between the parties hereto and none of the foregoing may be modified or amended in any manner other than by supplemental written agreement executed by the parties hereto; provided, all written and oral representations of Trustor, and of any partner, principal or agent of Trustor, previously made to Beneficiary shall be deemed to have been made to induce Beneficiary to make the loan secured hereby and to enter into the transaction evidenced hereby and shall survive the execution hereof and the closing pursuant hereto.

7.9. Writing Required. No waiver, change, amendment, modification, cancellation, or discharge of any provision of this Deed of Trust, or any part hereof, will be valid unless in writing and signed by the parties hereto.

7.10. Successor Trustee. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which the Property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

IN WITNESS WHEREOF, this Deed of Trust has been executed by Trustor as of the day and year first above written.

TRUSTOR:

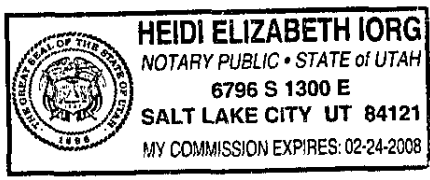
Phillip Davis

GREY STONE CAPITAL, L.L.C.
Phillip Davis, Managing Member

Phillip Davis
Phillip Davis
PERSONALLY GUARANTEEING

STATE OF UTAH)
COUNTY OF *Salt Lake* : ss.

The foregoing DEED OF TRUST WITH ASSIGNMENT OF RENTS was acknowledged before me this 08 day of July, 2004, by PHILLIP DAVIS of



Heidi Elizabeth Iorg
NOTARY PUBLIC
Residing at: *Salt Lake County*

My Commission Expires: *02-24-2008*

EXHIBIT "A"

LOT 703, COPPER VIEW HEIGHTS NO. 7, ACCORDING TO THE OFFICIAL
PLAT THEREOF, RECORDED IN BOOK GG OF PLATS AT PAGE 45,
RECORDS OF SALT LAKE COUNTY, UTAH.

Tax ID No: 21-36-408-004