

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

RE: W23629



545 WEST 500 SOUTH, SUITE 120
BOUNTIFUL, UTAH 84010
TELEPHONE (801)294-5555
FAX (801)294-5559

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in the Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the policy is issued and the our obligation to you will be under the policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-1
- The Exceptions in Schedule B-2
- The Conditions on the inside cover page.

The Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section 2 may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section 1 are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section 1

or

eliminate with our written consent any Exceptions shown in Schedule B - Section 2.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

SCHEDULE A

1. **Commitment Date:** December 10, 2017 at 8:00 AM **Commitment No.** W23629

2. **Policy or Policies to be issued:**

(a) ALTA OWNER'S POLICY \$ 0.00 \$ 0.00
Proposed Insured:

(b) ALTA LOAN POLICY (6-17-2006) \$ 0.00 \$ 0.00
Proposed Insured:

(c) Endorsements \$ 0.00

3. The estate or interest in the land described or referred to in this Commitment herein is **FEE SIMPLE** and title is as the effective date hereof vested in:

SUNRISE OAKS CAPITAL FUND, LLC

4. The land referred to in this Commitment is described as follows:

See Attached Exhibit "A"

Property Address: APPROX. 134.21 ACRES ON OLD SNOWBASIN ROAD, , .

EXHIBIT "A"

PARCEL 1 20-040-0005

PART OF THE NORTHWEST QUARTER OF SECTION 25 AND THE NORTH 1/2 OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY1 BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 26 AND RUNNING THENCE NORTH 89°20' EAST ALONG SECTION LINE 501.87 FEET, THENCE SOUTH 33°39' WEST 958.30 FEET TO THE SECTION LINE COMMON TO SAID SECTIONS 25 AND 26, THENCE SOUTH 33° 39' WEST 757.82 FEET, THENCE SOUTH 85°27' WEST 1069.04 FEET, THENCE NORTH 70°44' WEST 280.29 FEET, THENCE NORTH 1404.7 FEET, MORE OR LESS, TO THE NORTH SECTION LINE OF SAID SECTION 26, THENCE NORTH 89°40' EAST 1779.29 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. TOGETHER WITH ALL RIGHTS OF INGRESS AND EGRESS ONTO AND OVER THE PROPERTY INCLUDING AN EXCLUSIVE RIGHT OF WAY FOR INGRESS AND EGRESS TO AND FROM THE OLD SNOW BASIN ROAD AND ALL APPLICABLE WATER AND MINERAL RIGHTS AND SHARES.

PARCEL 2 20-040-0006

PART OF THE NORTHWEST QUARTER OF SECTION 25 AND THE NORTH 1/2 OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 26 AND RUNNING THENCE NORTH 89° 20' EAST ALONG SECTION LINE 501.87 FEET; THENCE SOUTH 33°39' WEST 958.30 FEET TO THE SECTION LINE COMMON TO SAID SECTIONS 25 AND 26; THENCE SOUTH 33°39' WEST 757.82 FEET; THENCE SOUTH 85°27' WEST 1069.04 FEET; THENCE NORTH 70°44' WEST 280.29 FEET; THENCE NORTH 1404.7 FEET, MORE OR LESS, TO THE NORTH SECTION LINE OF SAID SECTION 26; THENCE NORTH 89°40' EAST 1779.29 FEET, MORE OF LESS, TO THE POINT OF BEGINNING. TOGETHER WITH ALL RIGHTS OF INGRESS AND EGRESS ONTO AND OVER THE PROPERTY INCLUDING AN EXCLUSIVE RIGHT OF WAY FOR INGRESS AND EGRESS TO AND FROM THE OLD SNOW BASIN ROAD AND ALL APPLICABLE WATER AND MINERAL RIGHTS AND SHARES.

PARCEL 3 20-035-0021

PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 2683.10 FEET SOUTH 88°28'06" WEST ALONG SECTION LINE AND NORTH 1°31'54" WEST 500 FEET AND SOUTH 88°28'06" WEST 167.84 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 23, RUNNING THENCE NORTH 88°28'06" EAST 167.84 FEET; THENCE SOUTH 1°31'54" EAST 500 FEET; THENCE SOUTH 88°28'06" WEST ALONG SOUTH LINE 693.39 FEET THENCE NORTH 17° EAST 1028 FEET TO THE SOUTH LINE OF ROAD; THENCE EASTERLY ALONG SAID ROAD TO A POINT NORTH 16°02' EAST 590.3 FEET, MORE OR LESS, FROM THE POINT OF BEGINNING; THENCE S 16°02' WEST 590.03 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 4 20-035-0059

PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER WHICH IS SOUTH 88°28'06" WEST ALONG THE SECTION LINE 3953.19 FEET FROM THE SOUTH EAST CORNER OF SAID SECTION 23; RUNNING THENCE NORTH 88°28'06" EAST 576.70 FEET; THENCE NORTH 17° EAST 227.34 FEET, THENCE SOUTH 69°07'56" WEST 312.683 FEET, THENCE SOUTH 88°28'06" WEST 318.58 FEET, THENCE SOUTH 17° WEST 110.87 FEET TO THE POINT OF BEGINNING. TOGETHER WITH A RIGHT OF WAY FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PARCEL: A PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS SOUTH 88°28'06" WEST ALONG THE SECTION LINE 4076.49 FEET FROM THE SOUTH EAST CORNER OF SAID SECTION 23; RUNNING THENCE NORTH 17° EAST 110.87 FEET; THENCE SOUTH 88°28'06" WEST 123.3 FEET, MORE OF LESS, TO THE WEST LINE THEREOF; THENCE SOUTH 17° WEST 110.87 FEET TO THE POINT OF BEGINNING.

SCHEDULE B - SECTION 1

Requirements

The following requirements must be met:

- (a) Pay the Agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) This Commitment is subject to the approval of First American Title Insurance Company and any additional limitations, requirements and/or exceptions made by First American Title Insurance Company.

**SCHEDULE B - Section 2
Exceptions**

Any Policy we insure will have the following exceptions unless they are taken care of to our satisfaction.

Part I:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes of assessments on real property or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary line, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claim: reservations or exceptions in patents or in acts authorizing the issuance thereof: water rights, claims, or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.

8. GENERAL PROPERTY TAXES FOR THE YEAR 2017 ARE PAID IN THE AMOUNT OF \$3,648.91. TAX SERIAL NO. 20-040-0005.

9. GENERAL PROPERTY TAXES FOR THE YEAR 2017 ARE PAID IN THE AMOUNT OF \$4,523.57. TAX SERIAL NO. 20-040-0006.

10. GENERAL PROPERTY TAXES FOR THE YEAR 2017 ARE PAID IN THE AMOUNT OF \$1,413.11. TAX SERIAL NO. 20-035-0021.

11. GENERAL PROPERTY TAXES FOR THE YEAR 2017 ARE PAID IN THE AMOUNT OF \$217.68. TAX SERIAL NO. 20-035-0059.

12. THE SUBJECT PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF THE SPECIAL ASSESSMENT DISTRICT(S) SHOWN BELOW, AND IS SUBJECT TO ALL CHARGES AND/OR ASSESSMENTS LEVIED THEREBY:
DISTRICT(S): WEBER COUNTY
DISTRICT(S): OGDEN VALLEY NATURAL GAS IMPROVEMENT DISTRICT
DISTRICT(S): WEBER BASIN WATER CONSERVANCY DISTRICT

(Continued)

Exceptions 1-7 will be eliminated in an ALTA Extended Coverage Policy.

**SCHEDULE B - Section 2
Exceptions - Continued**

ANY EFFECTS OF RESOLUTION 27-201, WHICH CONFIRMS THE TAX TO BE LEVIED FOR MUNICIPAL SERVICE PROVIDED TO THE UNINCORPORATED AREA OF WEBER COUNTY AND DESCRIBING THE SERVICES TO BE PROVIDED THERIN. AT ENTRY NO.: 2610456 AS RECORDED DECEMBER 13, 2012

RESOLUTION 25-96, A RESOLUTION CREATING AND ESTABLISHING THE OGDEN VALLEY NATURAL GAS IMPROVEMENT DISTRICT, RECORDED JUNE 18, 1996, AS ENTRY NO. 1413086, IN BOOK 1811, AT PAGE 2786, OF OFFICIAL RECORDS.

CERTIFICATE OF CREATION RECORDED AT ENTRY NUMBER 2718461 RECORDED ON JANUARY 20, 2015

13. EFFECT OF AN EASEMENT AGREEMENT AS RECORDED AT ENTRY NUMBER 1387314 BOOK 1791 PAGE 526 ON FEBRUARY 9, 1996.
AFFECTS PARCEL 3
14. WATER AND/OR MINERAL RIGHTS HAVE NOT BEEN SEARCHED, EXAMINED OR REFLECTED AND SAID RIGHTS ARE EXCLUDED FROM COVERAGE HEREIN.
15. ANY MATTERS DISCLOSED BY THE ALTA/ACSM SURVEY PREPARED BY REEVE AND ASSOCIATES INC. JOB NUMBER 6640-01. CERTIFIED AND STAMPED BY TREVOR J HATCH, PROFESSIONAL LAND SURVEYOR, LICENSE NUMBER 9031945. SAID SURVEY WAS CERTIFIED ON NOVEMBER 3, 2015.

DISCLOSED MATTERS AS FOLLOWS:

A- FENCE LINE DOES NOT FOLLOW PROPERTY BOUNDARY LINE IN SURVEY/LEGAL DESCRIPTION.

16. CERTIFICATE OF DISSOLUTION RECORDED IN THE WEBER COUNTY RECORDERS OFFICE AT ENTRY NO. 2795066
17. RESOLUTION NO. 12-2016 APPROVING THE DISSOLUTION OF THE OGDEN VALLEY NATURAL GAS DISTRICT. RECORDED IN THE WEBER COUNTY RECORDERS OFFICE AT ENTRY NO. 2795067.

(Continued)

**SCHEDULE B - Section 2
Exceptions - Continued**

18. TRUST DEED

DATED: JANUARY 12, 1990
RECORDED: JANUARY 12, 1990
ENTRY NO: 1099137
BOOK/PAGE: 1574/1306
AMOUNT: 65,000.00
EXECUTED BY: RICHARD T. MAUGHAN AND FRANKLIN D. MAUGHAN, JR
TRUSTEE: THE HOME ABSTRACT AND TITLE CO.
BENEFICIARY: FIRST SECURITY BANK OF UTAH, A UTAH CORPORATION

ACCORDING TO THE COUNTY RECORDS, THERE HAVE BEEN NO DOCUMENTS CONVEYING THE LAND DESCRIBED HEREIN WITHIN A PERIOD OF 24 MONTHS PRIOR TO THE DATE OF THIS COMMITMENT.

ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION CLAUSE SET FORTH IN THE CONDITIONS/CONDITIONS AND STIPULATIONS SECTION. THE FOLLOWING IS INCLUDED FOR THE INFORMATION OF THE PROPOSED INSURED(S):

ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

Your order has been assigned to VICKIE SMITH for a Full Service Escrow Closing. For questions concerning your escrow closing please contact VICKIE at ASPEN TITLE INSURANCE AGENCY, L.L.C. (801)294-5555.

S.W. 1/4
SECTION 23, T.6N., R.1E., S.L.B. & M.

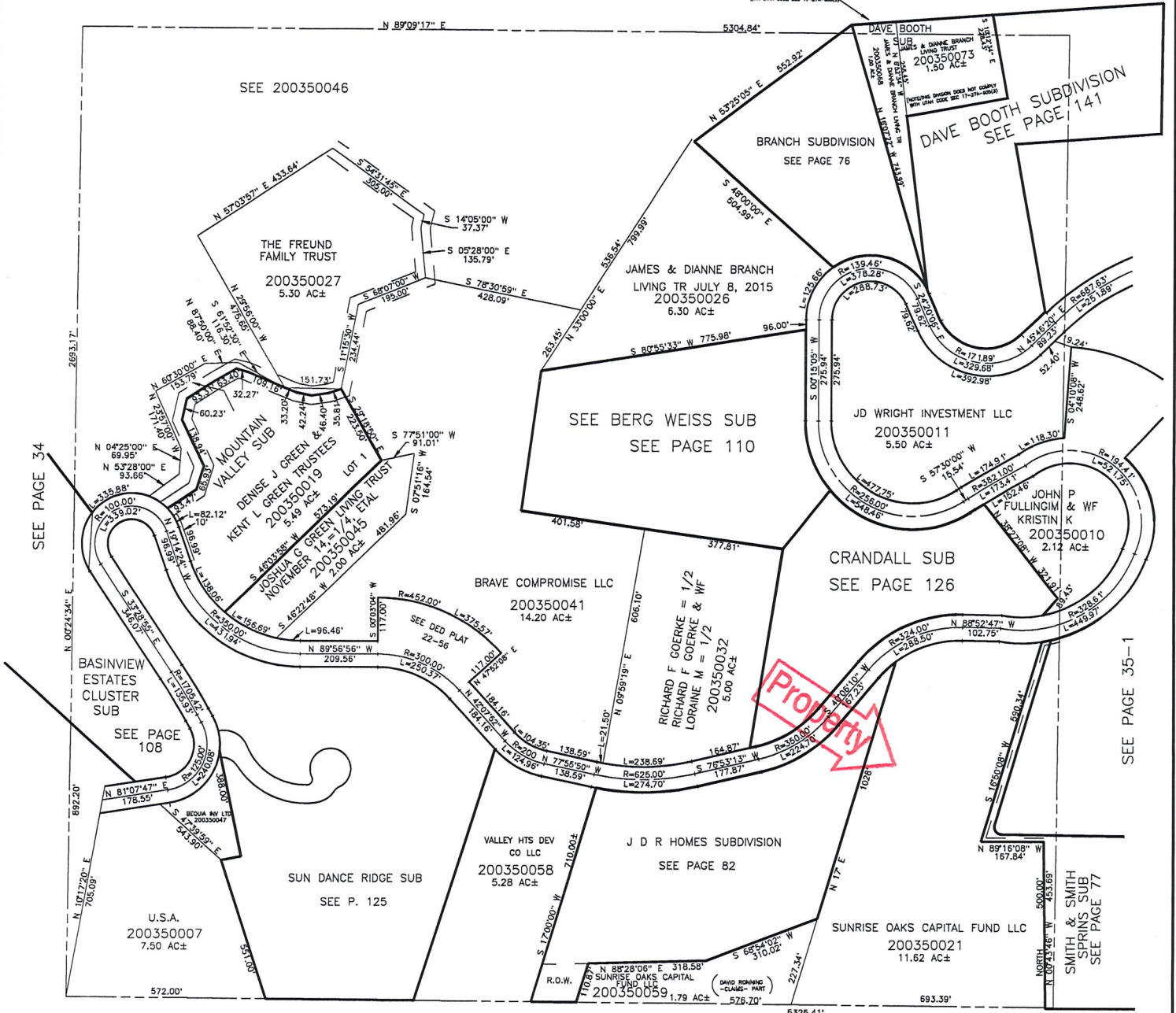
TAXING UNIT: 318

HUNTSVILLE DISTRICT

SCALE 1" = 200'

SEE PAGE 35

(NOTHING SHOWN DOES NOT COMPLY WITH UTAH CODE SEC 17-271-801.2)



SEE PAGE 40



SECTIONS 25 & 26, T.6N., R.1E., S.L.B. & M.

WEBER COUNTY
SCALE 1" = 800'

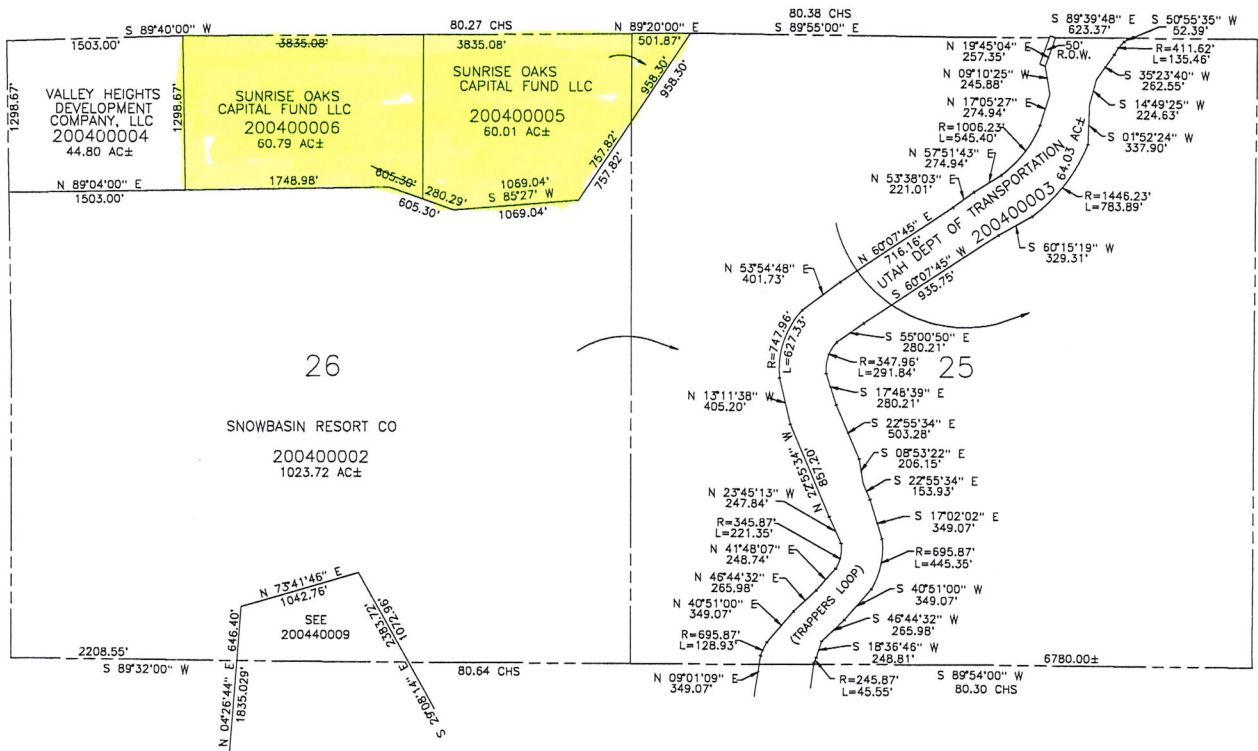
TAXING UNIT: 318

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SEE BOOK 21
PAGE 39



SEE PAGE 44

ASPEN TITLE INSURANCE AGENCY, INC. PRIVACY POLICY

We are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information that you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Typed of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.

Information about your transactions with us, our affiliated companies, or others; and

Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for benefit of any no affiliated party. Therefore, we will not release your information to non affiliated parties except: (1) as necessary for us to provide the product or service you have requested of us, or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of you information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

WHEN RECORDED, MAIL TO:

FIRST SECURITY BANK OF UTAH
National Association

E# 1099137 BK1574 PG1306
DOUG CROFTS, WEBER COUNTY RECORDER
1990 JAN 12 3:15 PM FEE 10.00 DEP SB
REC FOR HOME ABSTRACT

P.O. Box 9936
Ogden, Utah 84409
Attn: Dennis L. Dallinga

RECORDED
INDEXED
MICROFILMED

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TRUST DEED

With Assignment of Rents

THIS TRUST DEED, made this 12th day of January, 1990, between

Richard T. Maughan and Franklin D. Maughay Jr.

as TRUSTOR, whose address is

990 East 150 South
(Street and number)

Layton
(City)

Utah 84041
(State)

The Home Abstract and Title Co.

a Utah Corporation, as BENEFICIARY,

as TRUSTEE, and FIRST SECURITY BANK OF UTAH,
National Association

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the

following described property, situated in Weber County, State of Utah:

A part of the Southwest Quarter of Section 23, Township 6 North, Range 1 East, Salt Lake Meridian, U.S. Survey: Beginning at a point on the South line of said Southwest Quarter which is South 88°28'06" West along the Section line 4716.49 feet from the Southeast corner of said Section 23; running thence North 17°48'35" West 551 feet to the Weber County Property line; thence North 78°30' East 54.5 feet; thence North 11°30' West 388 feet to the East line of the Snow Basin Road; thence Northerly and Easterly along the East and South lines of said Snow Basin Road to a point North 88°28'06" East 640 feet and North 17° East 710 feet from the point of beginning; thence South 17° West 710 feet, more or less, to the South line of said Section 23; thence South 88°28'06" West 640 feet, more or less, to the point of beginning.
PT.#20-035-0021 ✓

Together with all the estate, right, title and interest, including insurance, which trustor now has or may hereafter, acquire, either in law or in equity, in and to said premises; to have and to hold the same, together with the buildings and improvements thereon and all alterations, additions or improvements now or hereafter made thereto, including all machinery, equipment, material, appliances, and fixtures now or hereafter installed or placed in said buildings or on said real property for the generation or distribution of air, water, heat, electricity, light, fuel or refrigeration or for ventilating or air conditioning purposes or for sanitary or drainage purposes, for the removal of dust, refuse or garbage, and including stoves, ranges, cabinets, laundry equipment, all elevators, awnings, window shades, venetian blinds, drapery rods and brackets, screens, floor coverings, including all rugs and carpets attached to floors, lobby furnishings and incinerators and all other similar items and things; all of the items and things so specified and all other similar items or things, whether now or hereafter placed on the property, being hereby declared to be, and in all circumstances, shall be construed to be, for and in connection with the purposes and powers of this trust deed, things affixed to and a part of the realty described herein; the specific enumerations herein not excluding the general, and together with all singular lands, tenements, hereditaments, reversion and reversions, remainder and remainders, rents, issues, profits, privileges, water rights and appurtenances of every kind and nature thereunto belonging or in any way appertaining, or which may be hereafter acquired and used or enjoyed with said property, or any part thereof, SUBJECT HOWEVER, to the right, power and authority hereinafter given to and conferred upon beneficiary to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of \$ 95,000.00, made by Trustor payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

1. Upon request of the Beneficiary and from and after the date of such request, Trustor agrees to pay to Beneficiary in addition to the monthly payments of principal and interest payable under the terms of said note, on the first day of each month until said note is fully paid, the following sums:

(a) An installment of the taxes and assessments levied or to be levied against the premises covered by this Trust Deed, and an installment of the premium or premiums that will become due and payable to renew the insurance of the premises covered hereby against loss by fire or such other hazard as may reasonably be required by the Beneficiary in amounts, and in a company or companies, satisfactory to the Beneficiary. Such installments shall be equal, respectively, to the estimated premium or premiums for such insurance, and taxes and assessments, next due (as estimated by the Beneficiary) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become due. Such added payments shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of the Beneficiary, and no interest shall be payable in respect thereof. The said Beneficiary shall use such monthly payments to the extent they will suffice to pay such premium or premiums and taxes and assessments when due.

(b) All monthly payments mentioned in the preceding subsection (a) of this paragraph 1 and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Trustor each month on the date specified in said note for the payment of monthly installments in a single payment to be allocated by the Beneficiary to the following items in the order set forth:

- I. Taxes, assessments, fire and other hazard insurance premiums;
- II. Interest on said indebtedness secured hereby;
- III. Amortization of the principal of said indebtedness secured hereby.

Any deficiency in the amount of any such aggregate monthly payment shall constitute an event of default under this Trust Deed.

2. If the Total of the payments made under (a) of paragraph 1 preceding shall exceed the amount of payments actually made by Beneficiary for taxes, assessments, or insurance premiums, as the case may be, such excess may be released, applied on any indebtedness secured hereby, or be credited by Beneficiary on subsequent payments to be made by Trustor. If, however, the monthly payments made under (a) of paragraph 1 preceding shall not be sufficient to pay taxes, assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then Trustor shall pay to Beneficiary any amount necessary to make up the deficiency on or before the date when payment of such taxes, assessments, or insurance premiums shall be due. If there shall be a default under any of the provisions of this Trust Deed and thereafter a sale of the premises in accordance with the provisions thereof, or if the Beneficiary acquires the property otherwise after default, Beneficiary at its option may apply, at the time of commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under said note.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

3. To keep said property in good condition and repair; not to remove or demolish any building thereon, to complete or restore promptly and in good workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general; and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Trustor further agrees:

(a) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and

(b) To allow Beneficiary to inspect said property at all times during construction.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

4. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that the Trustor shall fail to provide satisfactory hazard insurance within thirty days prior to the expiration of any existing policy, the Beneficiary may procure, on the Trustor's behalf, insurance in favor of the Beneficiary alone. If insurance cannot be secured by the Trustor to provide the required coverage, this will constitute an active default under the terms of this Trust Deed. In the event of the foreclosure of this Trust Deed or other transfer of title to the granted property in extinguishment, in whole or in part, of the debt secured hereby, all right, title and interest of the Trustor in and to any insurance policy then in force shall pass to the purchaser or grantee.

5. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

6. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

7. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust.

8. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation thereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes, commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employment of counsel, and payment of reasonable counsel fees.

9. That the Beneficiary shall have the right to inspect said property at any and all times during usual business hours.

10. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee with interest from date of expenditure at the rate of ten per cent (10%) per annum until paid, and the repayment thereof shall be secured hereby.

11. To pay to Beneficiary a "late charge" of not to exceed five cents (5¢) for each One Dollar (\$1.00) of each payment due hereunder or due pursuant to the aforesaid promissory note of even date hereof which is more than fifteen (15) days in arrears. This payment shall be made to cover the extra expense involved in handling delinquent payments.

IT IS MUTUALLY AGREED THAT:

12. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

13. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note for enforcement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) grant any extension or modification of the terms of this loan; (e) reconvey, without warranty, all or any part of said property; (f) take other or additional security for the payment thereof. The grantee in any reconveyance may be described as "the person or persons entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

14. As additional security, Trustor hereby assigns to Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Trust Deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

15. Upon any default by Trustor hereunder, Beneficiary may at any time without notice either in person, by agent, or by a receiver to be appointed by a court Trustor hereby consenting to the appointment of Beneficiary as such receiver, and without regard to the adequacy of any security for the indebtedness hereby secured enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

16. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

17. Failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default or acceptance of payment of any sum secured hereby after its due date shall not constitute a waiver of any other subsequent default.

18. In the event of the passage, after the date of this Trust Deed, of any law deducting from the value of the property for the purposes of taxation, any lien thereon, or changing in any way the laws now in force for the taxation of trust deeds or debts secured by trust deeds, or the manner of the collection of any such taxes, so as to affect this Trust Deed, the indebtedness secured hereby shall immediately become due and payable at the option of the Beneficiary.

19. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or to the performance of any agreement hereunder or in the event a receiver or a trustee is appointed for Trustor or Trustor's property, or Trustor makes an assignment for benefit of creditors, or Trustor becomes insolvent, or a petition is filed by or against Trustor pursuant to any of the United States Bankruptcy Act, as amended, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

20. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said 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, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said 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 executing the power of sale and of this sale, including the payment of the Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at 10% per annum 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.

21. Trustor agrees to surrender possession of the hereinabove described Trust property to the Purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Trustor.

22. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

23. 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 said 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.

24. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledge, of the note secured hereby. In this Trust Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

25. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

26. This Trust Deed shall be construed according to the laws of the State of Utah.

27. Notwithstanding any provision herein or in said note, the total liability for payments in the nature of interest shall not exceed the limits now imposed by the applicable laws of the State of Utah.

28. If any provision hereof should be held unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Trust Deed.

29. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

Signature of Trustor

Richard J. Maughn
Franklin D. Maughn, Jr.

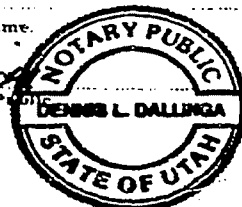
INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF Weber

On the 12th day of January, A.D., 19 90, personally appeared

before me Richard J. Maughn and Franklin D. Maughn, Jr.
the signer(s) of the above instrument, who duly acknowledged to me that they executed the same.

Residing at Clayfield, Utah
My commission expires October 24, 1991



CORPORATION ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF

ss.

On the _____ day of _____ A.D., 19____, personally appeared before
me _____, who being by me duly sworn, did say that he
is the _____ of _____
and that the above instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Directors
and said _____ acknowledged to me that said Corporation executed the same.

Residing at _____
My commission expires _____

Notary Public

REQUEST FOR FULL RECONVEYANCE
(To be used only when indebtedness secured hereby has been paid in full)

TO: Trustee.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Trust Deed. Said note, together with all other indebtedness secured by said Trust Deed has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Trust Deed, to cancel said note above mentioned, and all other evidences of indebtedness, secured by said Trust Deed delivered to you herewith, together with the said Trust Deed, and to reconvey, without warranty, to the parties designated by the terms of said Trust Deed, all the estate now held by you thereunder.

Dated _____ 19____

Mail reconveyance to _____

Dated _____ 19____

As Trustee for

TO

TRUST DEED
With Assignment of Rents

