After Recording Mail To:

Utah Housing Corporation
2479 S. Lake Park Blvd
West Valley City, UT 84120

Trust Deed, Security Agreement and Assignment

FOR WATER RIGHTS AND INTERESTS THIS TRUST DEED, SECURITY AGREEMENT AND ASSIGNMENT is made this _____ day of _____, 20_____, between _____, Trustor _____ as Trustee, whose address is _____ and _____as Beneficiary.

Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, AND GRANTS TO BENEFICIARY A SECURITY INTEREST, and assigns to Beneficiary all of Trustor's rights, title and interests in and to the WATER RIGHTS AND INTERESTS described in Exhibit A, attached hereto and incorporated herein by this reference, which water rights and interests are related to real property situated in _____ County, Utah, and more particularly described in Exhibit B, attached hereto and incorporated herein by this reference, including, but not Limited to any and all rights and interests in diligence claims, rights claimed by adverse use, rights derived from federal contracts, rights and interests derived from stock or stock interests, rights and interests derived from judicial or administrative decrees or decisions, rights and interests in any exchange or change applications, all water user claims, all certificates of appropriation, all pending and approved applications for appropriation, and any other rights or interests of any form, whether or not appurtenant, together with all waterworks, fixtures, improvements, equipment, all appurtenances used on said real property, all rights of way, licenses, easements, or any other rights of access or use thereunto now or hereafter used or enjoyed with said rights or interests, or any part thereof;

FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by a promissory note of even date herewith in the principal sum of $_____, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and payment of any sums expended or advanced by Beneficiary to protect the security hereof.

Trustor agrees to take all steps and to do all things necessary to preserve the continued validity of the water rights and interests described in Exhibit A, and not abandon or forfeit the same and agrees to pay all fees, charges, costs, expenses, disbursements and levies upon or attributable to such rights and interests. Trustor agrees to make any and all filings as shall be necessary or advisable to preserve the continued validity of the water rights described in Exhibit A, including the making and filing of all necessary proofs of use or appropriation or other filings as may be necessary or advisable for the preservation and continued validity of said rights.

This instrument covers real and personal property situated in the State of Utah, in _____ County(ies). A carbon, photographic, or other reproduction of this instrument is sufficient as a financing statement. This instrument covers after-acquired property. This instrument covers proceeds of collateral. This instrument is to be filed for record in the real estate records of the following county(ies) _____. Trustor is the record owner of the real estate set forth in Exhibit B attached hereto. For purposes of recording this instrument as a financing statement, beneficiary or its assigns is the secured party and trustor is the debtor.

Trustor agrees to pay all taxes, charges, and assessments on the above property, not to commit waste, to pay all costs and expenses of collection (including Trustee's and attorney's fees in event of default in payment of the indebtedness secured hereby) and to pay reasonable Trustee's fees for any of the services performed by Trustee hereunder, including a reconveyance hereof.

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

_____ Trustor

_____ Trustor

STATE OF UTAH

: ss.

COUNTY OF _____

Notary Seal

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public