Return to: Dawn Tetlak/AEG 5455 Detroit Rd, STE B Sheffield Village, OH 44054 440-716-1820

After Recording-Return To:
Wells Fargo Bank, N.A.
Attn: Document Mgt.
P.O. Box 31557
MAC B6955-013
Billings, MT 59107-9900

This instrument prepared by: Wells Fargo Bank, N.A. CECILIA A LEE DOCUMENT PREPARATION 8505 IBM DR CHARLOTTE, NC 28262 1-866-537-8489 ENT 9803: 2018 PG 1 of 5

Jeffery Smith

Utah County Recorder

2018 Jan 31 08:44 AM FEE 40.00 BY SW

RECORDED FOR Lender Recording Services Inc.
ELECTRONICALLY RECORDED

Tax Serial No: 47-270-0103

## [Space Above This Line For Recording Data] SHORT FORM OPEN-END DEED OF TRUST RESPA

REFERENCE #: 20173340021068

ACCOUNT#: XXX-XXX-XXX9683-1998

**DEFINITIONS** 

3312136-03

Words used in multiple sections of this document are defined below. The Master Form Deed of Trust includes other defined words and rules regarding the usage of words used in this document.

- (A) "Security Instrument" means this document, which is dated <u>January 16, 2018</u>, together with all Riders to this document.
- (B) "Borrower" is <u>AARON J. PEAY AND KYMBERLEY A. PEAY, HUSBAND AND WIFE, AS JOINT TENANTS.</u> Borrower is the trustor under this Security Instrument.
- (C) "Lender" is Wells Fargo Bank, N.A.. Lender is a national bank organized and existing under the laws of the United States. Lender's address is 101 North Phillips Avenue, Sioux Falls, SD 57104. Lender is the beneficiary under this Security Instrument.

- (D) "Trustee" is Wells Fargo Bank Northwest, N.A., Attention: Consumer Loan Servicing, P.O. Box 31557, Billings, MT 59107.
- (E) "Debt Instrument" means the loan agreement or other credit instrument signed by Borrower and dated <u>January 16, 2018</u>. The Debt Instrument states that Borrower owes Lender, or may owe Lender, an amount that may vary from time to time up to a maximum principal sum outstanding at any one time of, <u>FIFTY TWO THOUSAND AND 00/100THS</u> Dollars (U.S. \$ 52,000.00) plus interest. Borrower has promised to pay this debt in Periodic Payments and to pay the debt in full not later than seven (7) calendar days after <u>February 16, 2048</u>.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means all amounts owed now or hereafter under the Debt Instrument, including without limitation principal, interest, any prepayment charges, late charges and other fees and charges due under the Debt Instrument, and also all sums due under this Security Instrument, plus interest.
- (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [mark as applicable]:

N/A Leasehold Rider		
N/A Third Party Rider		
N/A Other(s) [specify]	N/A	

(I) "Master Form Deed of Trust" means the Master Form Open-End Deed of Trust dated <u>June 14</u>, <u>2007</u>, and recorded on <u>August 29</u>, <u>2007</u>, as Instrument No. <u>127236:2007</u> in Book <u>n/a</u> at Page <u>n/a</u> of the Official Records in the Office of the Recorder of <u>Utah</u> County, State of Utah.

## TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all future advances, renewals, extensions and modifications of the Debt Instrument, including any future advances made at a time when no indebtedness is currently secured by this Security Instrument; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Debt Instrument. For this purpose, Borrower irrevocably grants, conveys and warrants to Trustee, in trust, with power of sale, the following described property located in the

County	of	Utah	
[Type of Recording Jurisdiction]		[Name of Recording Jurisdiction]	_·

THE FOLLOWING DESCRIBED TRACT(S) OF LAND IN UTAH COUNTY, STATE OF UTAH: LOT 103, NORTHMOOR PHASE 1 SUBDIVISION, EAGLE MOUNTAIN, UTAH, AS THE SAME IS IDENTIFIED IN THE RECORDED SURVEY MAP IN UTAH COUNTY, UTAH, AS ENTRY NO. 56575-2007, MAP FILING NO. 2214-135 AND IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS ENTRY NO. 62567-2007, RECORDS OF UTAH COUNTY, UTAH. TOGETHER WITH AN EASEMENT INTEREST IN SAID PROJECTS COMMON AREAS AS SET FORTH IN SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. THIS BEING THE SAME PROPERTY CONVEYED TO AARON J. PEAY AND KYMBERLEY A. PEAY, HUSBAND AND WIFE, AS JOINT TENANTS, BY DEED FROM EDGE LAND 12, LLC, DATED 09/13/2012 AND RECORDED ON 09/14/2012 IN INSTRUMENT NO. 201279115, IN THE UTAH COUNTY RECORDERS OFFICE. PARCEL NO. 47-270-0103

ENT **9803:2018** PG 3 of 5

which currently has the address of			
9214 N (	CORNWALL V	VAY	
	[Street]		
EAGLE MOUNTAIN	, Utah	84005	("Property Address"):
[City]		[Zip Code]	= ( riopolty fluctions ).

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." The Property shall also include any additional property described in Section 20 of the Master Form Deed of Trust.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant, convey and warrant the Property and that the Property is unencumbered, except for encumbrances of record as of the execution date of this Security Instrument. Borrower further warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

## MASTER FORM DEED OF TRUST

By the execution and delivery of this Security Instrument, Borrower agrees that all of the provisions of the Master Form Deed of Trust are hereby incorporated in their entirety into this Security Instrument. Borrower agrees to be bound by and to perform all of the covenants and agreements in the Master Form Deed of Trust. A copy of the Master Form Deed of Trust has been provided to Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it. Borrower also acknowledges receipt of a copy of this document and a copy of the Master Form Deed of Trust.

AARON J. PEAY

- Borrower

KYMBIERLEY A. PEAY

- Borrower

Lender Name: Wells Fargo Bank, N.A. NMLSR ID: 399801

Loan Originator's Name: Jeremy Jovon Acklin

NMLSR ID: 772306

UTAH-SHORT FORM OPEN-END SECURITY INSTRUMENT UT107006, HCWF#983v4 (8/15/2015) UT-107006-0315

ACKNOWL	EDGMENT:		
For An Individual State of	ual Acting In His/Her Own Right:		
County of	Utah		
utah	I, a Notary Public of the County of, do hereby certify that	Utah	, State of
AARON J. PEAY			

Witness my hand and official seal.

NOTARY PUBLIC
DANIEL BRASSARD
Notary \$682689
COMMISSION EXPIRES
APRIL 16, 2019
STATE OF UTAH

KYMBERLEY A. PEAY

Print Name: Daniel Brassard
Notary Public

My Commission expires: April 16, 2019