



215084

Requested by/Return to:  
Title365 (Omaha)  
11010 Burdette Street  
PO Box 641010  
Omaha, NE 68164  
WILLIAM MURNANE

This instrument prepared by:  
Wells Fargo Bank, N.A.  
CONSTANCE F CHANEY  
DOCUMENT PREPARATION  
8505 IBM DRIVE 3RD FL  
Charlotte, NC 28262  
1-800-400-3339

01118739 B: 2531 P: 1047

Page 1 of 10  
Rhonda Francis Summit County Recorder  
09/30/2019 09:54:12 AM Fee \$40.00  
By Title365 - Omaha  
Electronically Recorded

Tax Serial No: PSKY-34

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

REFERENCE #: 20191770014971

ACCOUNT#: XXX-XXX-XXX 6286-1998

**DEFINITIONS**

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 September 20, 2019, together with all Riders to this document.
- (B) "Borrower" is PAINTED SKY HOLDINGS, LLC. 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 September 20, 2019. 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, FIVE HUNDRED THOUSAND AND 00/100THS Dollars (U.S. \$ 500,000.00) 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 October 20, 2049.
- (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

X Other(s) [specify] Corporate Third Party Rider to Security Instrument

(I) "Master Form Deed of Trust" means the Master Form Open-End Deed of Trust dated June 14, 2007, and recorded on July 11, 2007, as Instrument No. 00819359 in Book 1876 at Page 1663 of the Official Records in the Office of the Recorder of Summit 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 \_\_\_\_\_ Summit \_\_\_\_\_ :  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

THE FOLLOWING DESCRIBED TRACT OF LAND IN SUMMIT COUNTY, STATE OF UTAH: LOT 34, PAINTED SKY SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, STATE OF UTAH. Tax Map Reference: PSKY-34

which currently has the address of  
8176 N RANCH CLUB TRL  
[Street]  
PARK CITY Utah 84098 ("Property Address"):  
[City] [Zip Code]

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 seized 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.



PAINTED SKY HOLDINGS LLC, BY: BILL MURNANE IT'S MANAGER

- Borrower

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

Loan Originator's Name: Richard C Reid  
NMLSR ID: 1248561

UTAH-SHORT FORM OPEN-END SECURITY INSTRUMENT  
UT107006, HCWF#983v4 (2/10/2018) UT-107006-0118

(page 4 of 5 pages)  
Documents Processed 09-13-2019 11:56:30

**ACKNOWLEDGMENT:**

For An Individual Acting In His/Her Own Right:

State of Florida

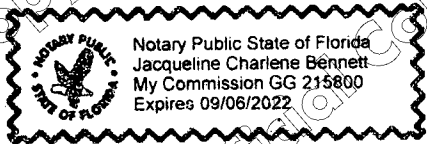
County of Hillsborough

I, a Notary Public of the County of Hillsborough, State of Florida, do hereby certify that

PAINTED SKY HOLDINGS LLC. BY: BILL MURNANE ITS MANAGER

personally appeared before me this 20<sup>th</sup> day of September, 2019 and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.



[Notary Seal]

*[Handwritten Signature]*  
Print Name: Jacqueline Charlene Bennett  
Notary Public

My Commission expires: 09/06/2022

Reference Number: 20191770014971  
Account Number: XXX-XXX-XXX6286-1998

Wells Fargo Bank, N. A.

### CORPORATE THIRD PARTY RIDER TO SECURITY INSTRUMENT

This Corporate Third Party Rider is made on September 20, 2019 and is incorporated into and shall be deemed to amend and supplement that certain Security Instrument, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned to secure the Debt Instrument from WILLIAM P. MURNANE, (individually and collectively referred to as "Debtors") to Wells Fargo Bank, N.A. (the "Lender") of the same dated and covering property described in the Security Instrument (the "Property").

For the purposes of this Rider, the undersigned shall be referred to as "Co-Mortgagor/Co-Trustor" as that term is used in the Security Instrument, as the undersigned has not executed the Debt Instrument.

With respect to the Co-Mortgagor/Co-Trustor, this Security Instrument constitutes a third party Security Instrument/deed of trust and grant of security interest by the undersigned in the Property to secure the Debt Instrument of the Debtor to the Lender.

(a) **Representations and Warranties.** The Co-Mortgagor/Co-Trustor represents and warrants to Lender that: (i) this Security Instrument is executed at Debtor's request; (ii) this Security Instrument complies with all agreements between the Co-Mortgagor/Co-Trustor and any Debtor regarding such Co-Mortgagor/Co-Trustor's execution hereof; (iii) Lender has made no representation to the Co-Mortgagor/Co-Trustor as to the creditworthiness of any Debtor; and (iv) the Co-Mortgagor/Co-Trustor has established adequate means of obtaining from each Debtor on a continuing basis financial and other information pertaining to such Debtor's financial condition. The Co-Mortgagor/Co-Trustor agrees to keep adequately informed from such means of any facts, events or circumstances which might in any way affect such Co-Mortgagor/Co-Trustor's risks hereunder. The Co-Mortgagor/Co-Trustor further agrees that Lender shall have no obligation to disclose to the Co-Mortgagor/Co-Trustor any information or material about any Debtor which is acquired by Lender in any manner. The liability of the Co-Mortgagor/Co-Trustor hereunder shall be reinstated and revived, and the rights of Lender shall continue if and to the extent that for any reason any amount at any time paid on account of the Debt Instrument is rescinded or must otherwise be restored by Lender, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, all as though such amount had not been paid. The determination as to whether any amount so paid must be rescinded or restored shall be made by Lender in its sole discretion; provided however, that if Lender chooses to contest any such matter at the request of the Co-Mortgagor/Co-Trustor, the Co-Mortgagor/Co-Trustor agrees to indemnify and hold Lender harmless from and against all costs and expenses, including reasonable attorneys' fees, expended or incurred by Lender in connection therewith, including without limitation, in any litigation with respect thereto.

(b) Waivers.

(i) The Co-Mortgagor/Co-Trustor waives any right to require Lender to: (A) proceed against any Debtor or any other person; (B) marshal assets or proceed against or exhaust any security held from any Debtor or any other person; (C) give notice of the terms, time and place of any public or private sale or other disposition of personal property security held from any Debtor or any other person; (D) take any action or pursue any other remedy in Lender's power; or (E) make any presentment or demand for performance, or give any notice of nonperformance, protest, notice of protest or notice of dishonor hereunder or in connection with any obligations or evidences of indebtedness held by Lender as security for or which constitute in whole or in part the Debt Instrument, or in connection with the creation of new or additional obligations.

(ii) The Co-Mortgagor/Co-Trustor waives any defense to its obligations hereunder based upon or arising by reason of: (A) any disability or other defense of any Debtor or any other person; (B) the cessation or limitation from any cause whatsoever, other than payment in full, of the Debt Instrument; (C) any lack of authority of any officer, director, partner, agent or any other person acting or purporting to act on behalf of any Debtor which is a corporation, partnership or other type of entity, or any defect in the formation of any such Debtor; (D) the application by any Debtor of the proceeds of the Debt Instrument for purposes other than the purposes represented by any Debtor to, or intended or understood by, Lender or the Co-Mortgagor/Co-Trustor; (E) any act or omission by Lender which directly or indirectly results in or aids the discharge of any Debtor or any portion of the Debt Instrument by operation of law or otherwise, or which in any way impairs or suspends any rights or remedies of Lender against any Debtor; (F) any impairment of the value of any interest in any security for the Debt Instrument or any portion thereof, including without limitation, the failure to obtain or maintain perfection or recordation of any interest in any such security, the release of any such security without substitution, and/or the failure to preserve the value of, or to comply with applicable law in disposing of, any such security; (G) any modification of the Debt Instrument, in any form whatsoever, including without limitation the renewal, extension, acceleration or other change in time for payment of, or other change in the terms of, the Debt Instrument or any portion thereof, including increase or decrease of the rate of interest thereon; or (H) any requirement that Lender give any notice of acceptance of this Security Instrument. Until the Debt Instrument shall have been paid in full, no Co-Mortgagor/Co-Trustor shall have any right of subrogation, and the Co-Mortgagor/Co-Trustor waives any right to enforce any remedy which Lender now has or may hereafter have against any Debtor or any other person, and waives any benefit of, or any right to participate in, any security now or hereafter held by Lender. The Co-Mortgagor/Co-Trustor further waives all rights and defenses it may have arising out of: (1) any election of remedies by Lender, even though that election of remedies, such as a non-judicial foreclosure with respect to any security for any portion of the Debt Instrument, destroys such Co-Mortgagor/Co-Trustor's rights of subrogation or such Co-Mortgagor/Co-Trustor's rights to proceed against any Debtor for reimbursement; or (2) any loss of rights the Co-Mortgagor/Co-Trustor may suffer by reason of any rights, powers or remedies of any obligor in connection with any anti-deficiency laws or any other laws limiting, qualifying or discharging any Debtor's obligations.

(iii) If any of said waivers is determined to be contrary to any applicable law or public policy, such waiver shall be effective to the extent permitted by applicable law or public policy.

(c) Corporate Covenants. In addition to the covenants and agreements made in the Security Instrument, Co-Mortgagor/Co-Trustor further covenants and agrees as follows:

**TRANSFER OF MEMBERSHIP INTEREST IN CORPORATE ENTITY.** If a membership or other beneficial interest in Co-Mortgagor/Co-Trustor is sold or transferred or Co-Mortgagor/Co-Trustor is voluntarily dissolved without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. If Lender exercises this option, Lender shall give Co-Mortgagor/Co-Trustor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given within which Debtor must pay all sums secured by this Security Instrument. If Debtor fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Debtor.

IN WITNESS WHEREOF, this Rider has been executed as of the same date as the Security Instrument.

By: 

PAINTED SKY HOLDINGS LLC, BY: BILL MURNANE IT'S MANAGER

Loan Originator's Name: Richard C Reid  
NMLSR ID: 1248561



**Attach this Rider to the Security Instrument before Recording**

Corp 3rd Party Rider, HE101168 CDPv1 (5/16/2015)  
HE-101168-0215

33  
Documents Processed 09-13-2019 11:56:25



**WELLS FARGO BANK, N.A.**

**LIMITED LIABILITY  
COMPANY CERTIFICATE:  
THIRD PARTY COLLATERAL**

Account #: 752-752-1746286-1998  
Reference #: 20191770014971

**TO: WELLS FARGO BANK, N.A.**  
8505 IBM DRIVE, 1ST FLOOR, CHARLOTTE, NC 28262

The undersigned do hereby certify that this company, **PAINTED SKY HOLDINGS LLC**, is a manager-managed limited liability company, that we are all of the managers, as designated above, and that this company will benefit by any credit now or hereafter extended by Wells Fargo Bank, National Association ("Bank") to **WILLIAM P. MURNANE**, ("Borrower").

The undersigned further certify that ONE of the following named persons whose signatures and positions are set forth opposite their names:

<u>Name</u>	<u>Position</u>	<u>Signature</u>
BILL MURNANE	MANAGER	

be and they are hereby authorized and empowered for and on behalf of and in the name of this company, and as this company's act and deed:

LLC Certificate, P416 HE101172 (5/16/15)

HE-101172-0118

Documents Processed 09-13-2019 11:56:25

01118739 Page 9 of 10 Summit County

(a) to mortgage, convey, pledge, grant, transfer, assign or otherwise hypothecate or encumber all or any part of this company's real or personal property for the purpose of securing payment of any indebtedness of Borrower to Bank; and

(b) to execute and deliver to Bank such endorsements, deeds of trust, mortgages, pledge agreements and/or other security agreements and/or other related documents, all in form and substance satisfactory to Bank, as Bank may request, together with such other contracts or instruments as Bank deems necessary or convenient to accomplish the purposes of this certificate and/or to perfect or continue the rights, remedies and security interests to be given to Bank hereto.

The authority hereby conferred is in addition to that conferred by any other certificate heretofore or hereafter delivered to Bank and shall continue in full force and effect until Bank shall have received notice in writing from the company of the revocation hereof. Any such revocation shall be effective only as to credit which is extended or committed by Bank to Borrower, or actions which are taken by the company pursuant to the certifications contained herein, subsequent to Bank's receipt of such notice. The authority hereby conferred shall be deemed retroactive, and any and all acts authorized herein which were performed prior to the execution of this certificate are hereby approved and ratified.

The undersigned further certify that the activities covered by the foregoing certifications constitute duly authorized activities of the company; that said certifications are now in full force and effect; and that there is no provision in any document pursuant to which the company is organized and/or which governs the company's continued existence limiting the power of the undersigned to make the certifications set forth herein, and that the same are in conformity with the provisions of all such documents.

MEMBERS/MANAGERS:

  
\_\_\_\_\_  
**BILL MURNANE**