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 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 WELLS FARGO SERVICING CO. MT  
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 Billings, MT 59107-9900

State of Utah

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REFERENCE #: 20072003367545

Account number: 650-650-6628390-1XXX

## SHORT FORM DEED OF TRUST (With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Short Form Deed of Trust ("Security Instrument") is JULY 27, 2007 and the parties are as follows:

TRUSTOR ("Grantor"): **JAMES H. GODSEY AND NORMA T. GODSEY, HUSBAND AND WIFE AS JOINT TENANTS.**

whose address is: **3467 DANISH RD, SANDY, UTAH 84093**

TRUSTEE: **Wells Fargo Bank Northwest, N.A., Attention: Consumer Loan Servicing, P.O. Box 31557, Billings, MT 59107**

BENEFICIARY ("Lender"): **Wells Fargo Bank, N.A., 101 North Phillips Avenue, Sioux Falls, SD 57104**

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, all of that certain real property located in the County of SALT LAKE, State of Utah, described as follows:  
**SEE ATTACHED EXHIBIT**

with the address of **3467 DANISH RD, COTTONWOOD HEIGHTS, UTAH 84093** and parcel number of **28-02-277-024** together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above.



3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 190,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

- Debt incurred under the terms of the promissory note, revolving line of credit agreement, contract, guaranty or other evidence of debt dated JULY 27, 2007 together with all amendments, extensions, modifications or renewals. The maturity date of the Secured Debt is JULY 27, 2047.
- All future advances from Lender to Grantor under such evidence of debt. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances which exceed the amount shown in Section 3. Any such commitment must be agreed to in a separate writing.
- All sums advanced and expenses incurred by Lender for insuring, preserving, or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

5. **MASTER FORM DEED OF TRUST.** By the delivery and execution of this Security Instrument, Grantor agrees that all provisions and sections of the Master Form Deed of Trust ("Master Form"), inclusive, dated January 15, 2001, and recorded on 2/1/2001 as Instrument Number 7811514 in Book 8420 at Page 7107-7114 of the Official Records in the Office of the Recorder of SALT LAKE County, State of Utah, are hereby incorporated into, and shall govern, this Security Instrument. This Security Instrument does not incorporate any provision in the Master Form Mortgage that references a certain Home Equity Closing Handbook, such Handbook no longer being in existence.

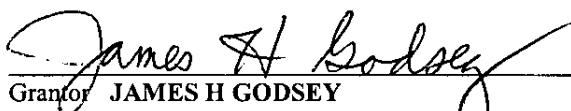
6. **RIDERS.** If checked, the following are applicable to this Security Instrument. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.

N/A Third Party Rider

N/A Leasehold Rider

N/A Other: N/A

**SIGNATURES:** By signing below, Grantor agrees to perform all covenants and duties as set forth in this Security Instrument. Grantor also acknowledges receipt of a copy of this document and a copy of the provisions contained in the previously recorded Master Form Deed of Trust (the Deed of Trust-Bank/Customer Copy).

  
\_\_\_\_\_  
Grantor JAMES H GODSEY

7/27/07  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Grantor NORMA T GODSEY

7/27/07  
\_\_\_\_\_  
Date



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Grantor \_\_\_\_\_ Date \_\_\_\_\_



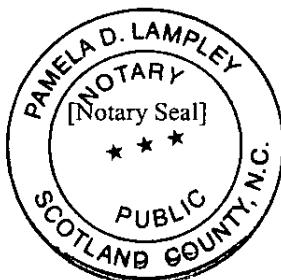
**ACKNOWLEDGMENT:**

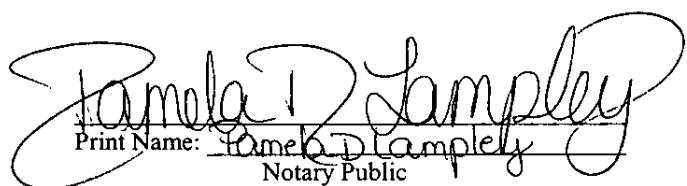
For An Individual Acting In His/Her Own Right:

State of North Carolina  
County of Scotland

I, a Notary Public of the County of Scotland, State of North Carolina, do hereby certify that James H. Godsey and Norma Theresa Godsey personally appeared before me this 27<sup>th</sup> day of July 2007, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.



  
Print Name: Pamela D. Lampley  
Notary Public

My Commission expires: 02-05-2009



## EXHIBIT A

Reference: 20072003367545

Account: 650-650-6628390-1998

### Legal Description:

LOT 6 AMENDED HIDDEN OAKS ESTATES NO. 4, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDERS OFFICE, STATE OF UTAH. LESS AND EXCEPTING BEGINNING AT THE MOST WESTERLY POINT ON LOT 2 AMENDED HIDDEN OAKS ESTATES NO. 4, ACCORDING TO THE OFFICIAL PLAT THEREOF, WHICH POINT IS 920.81 FEET NORTH 00654 EAST ALONG THE SECTION LINE OF 318.86 FEET WEST FROM THE EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 303T06 EAST 108.94 FEET; THENCE SOUTH 431800 WEST 53.00 FEET; THENCE NORTH 584T27 WEST 55.88 FEET; THENCE NORTH 153226 EAST 107.30 FEET TO THE POINT OF BEGINNING. ALSO LESS AND EXCEPTING THERE FROM THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT A POINT WHICH IS WEST 6.23 FEET FROM THE SOUTHEAST CORNER OF LOT 302 HIDDEN OAK ESTATES NO. 3, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, AND RUNNING THENCE WEST 45.63 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 250 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS NORTH 852006 WEST 40.67 FEET, A DISTANCE OF 40.71 FEET; THENCE NORTH 214102 EAST 51.30 FEET; THENCE NORTH 14T39 EAST 74.11 FEET TO THE COMMON LINE BETWEEN SAID LOT 302 AND LOT 6 AMENDED HIDDEN OAKS ESTATES NO. 4 ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE NORTH 61 00 WEST 12.19 FEET ALONG SAID COMMON LINE TO THE WESTERNMOST CORNER OF SAID LOT 6; THENCE NORTH 3211I0 EAST 52.53 FEET ALONG A COMMON LINE BETWEEN SAID LOT 6 AND LOT 5 OF SAID AMENDED HIDDEN OAKS ESTATES NO. 4; THENCE NORTH 670635 EAST 32.35 FEET ALONG THE LINE COMMON TO SAID LOTS 5 AND 6; THENCE SOUTH 111839 EAST 105.39 FEET; THENCE SOUTH 15742 WEST 84.71 FEET TO THE POINT OF BEGINNING. TAX NUMBER 28-02-277-024

