

10217683
 9/10/2007 2:47:00 PM \$19.00
 Book - 9513 Pg - 4987-4991
 Gary W. Ott
 Recorder, Salt Lake County, UT
 PARAMOUNT TITLE
 BY: eCASH, DEPUTY - EF 5 P.

Recording requested by:
Wells Fargo Bank, N.A.
JODIE WRIGHT
DOCUMENT PREPARATION
526 CHAPEL HILL
COLORADO SPRINGS, COLORADO
80920
970-683-3580

When recorded, return to:
Wells Fargo Bank, N.A.
Attn: Document Mgt.
P.O. Box 31557 MAC B6955-013
Billings, MT 59107-9900

State of Utah

Space Above This Line For Recording Data

REFERENCE #: 20072194900227

Account number: 650-650-7037070-1XXX

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 SEPTEMBER 04, 2007 and the parties are as follows:

TRUSTOR ("Grantor"): **JAMES PIEHNIK**

whose address is: **940 E S 1000, SALT LAKE CITY, UTAH 84105-0000**

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 940 S 1000 E, SALT LAKE CITY, UTAH 84105-0000 and parcel number of 1608183021 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 \$ 48,000.00. 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:
 - A. Debt incurred under the terms of the promissory note, revolving line of credit agreement, contract, guaranty or other evidence of debt dated SEPTEMBER 04, 2007 together with all amendments, extensions, modifications or renewals. The maturity date of the Secured Debt is SEPTEMBER 04, 2047.
 - B. 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.
 - C. 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 PIEHNIK**

9/4/07
Date

Grantor

Date

UTDeed - short CDPV.1 (06/2002)

2/4



Documents Processed 08-31-2007, 17:45:37

Grantor _____ Date _____

UTDeed - short CDPV.1 (06/2002)



3/4

Documents Processed 08-31-2007, 17:45:37

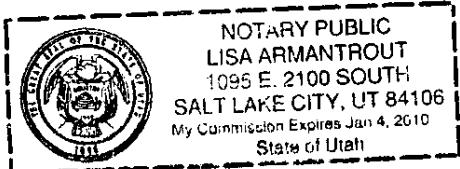
BK 9513 PG 4989

ACKNOWLEDGMENT:

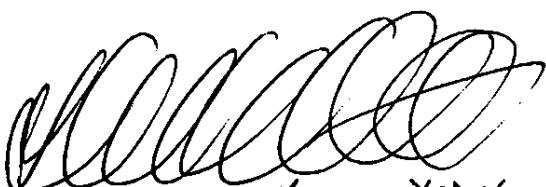
For An Individual Acting In His/Her Own Right:

State of Utah
County of Salt LakeI, a Notary Public of the County of Salt Lake, State of Utah, do hereby certify thatJames Piechnik personally appeared before me this 4th day of Sept., 2007, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.



[Notary Seal]


Print Name: Lisa Armantrout
Notary PublicMy Commission expires: Jan 4 2010

UTDeed – short CDPV.1 (06/2002)



4/4

Documents Processed 08-31-2007, 17:45:37

BK 9513 PG 4990

EXHIBIT "A"

**The South 8 1/3 feet of Lot 34 and all of Lot 35, Block 4, BELMONT
SUBDIVISION, according to the official plat thereof, recorded in the office of the
County Recorder, County of Salt Lake, State of Utah.**

16-08-183-021