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11436045 07/25/2012 11:19 AM \$40.00 Book - 10038 P9 - 6999-7003 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH OLD REPUBLIC TITLE (OHIO) 530 S MAIN ST STE 1031 AKRON OH 44311 BY: KLO, DEPUTY - MA 5 P.

Prepared by Knisty Young

KeyBank National Association Old Republic Title Residential Information Services P. O. Box 16430 Boise, ID 83715

01-12093683-02R

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This transaction is subject to RESPA.

SHORT FORM OPEN-END DEED OF TRUST

WHEN RECORDED RETURN TO: OLD REPUBLIC TITLE ATTH: POST CLOSING 530 90UTH MAIN STREET SUITE 1031 AKRON, OH 44311

DEFINITIONS

"Master Form" means that certain Master Form Open-End Deed of Trust recorded in the Office of the Recorder on 03/01/10, Document No. 10905580, in Book 9807, at Page(s) 1560

Words used in multiple sections of this Security Instrument are defined below and in the Master Form.

_, for land situate in the County of <u>SALT LAKE</u>

"Security Instrument" means this document, which is dated <u>07/06/12</u>, together with all Riders to this document.

"Borrower" is

ARTHUR O. DUMMER, MARRIED GEORGIA M. DUMMER, MARRIED

The Borrower's address is 2058 E OAK MANOR DR SANDY, UT 84092

Borrower is the trustor under this Security Instrument.

"Co-Grantor" means any Borrower who signs this Security Instrument but does not execute the Debt Instrument.

"Lender" is KeyBank National Association

4910 Tiedeman Road, Suite B, Brooklyn, OH 44144

_ Lender

is the beneficiary under this Security Instrument.

"Trustee" is

KEYBANK NATIONAL ASSOCIATION 431 E PARKCENTER BLVD BOISE, ID 83706

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this debt in Periodic Payments and to pay the debt in full not later than the Maturity Date, which is <u>07/11/2047</u>. "Property" means the property that is described below under the heading "Transfer of Rights in the Property." "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.

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 at

2058 E OAK MANOR DR SANDY, UT 84092

("Property Address"), which is also located in: the County of SALT LAKE, in the State of Utah PPN # 28-22-355-006 and as may be more fully described in Schedule A.

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."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant, convey and warrant the Property, that the Property will not be used for or in connection with any illegal activity and that the Property is unencumbered as of the execution date of this Security Instrument, except for this Security Instrument and the encumbrances described in Schedule B, which is attached to this Security Instrument and incorporated herein by reference. Borrower further warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

INCORPORATION OF MASTER FORM PROVISIONS

Definitions in the Master Form that are not set forth above and Section 1 through and including Section 23 of the Master Form, are incorporated into this Security Instrument by reference. Borrower acknowledges having received a copy of the Master Form and agrees to be bound by the Sections and paragraphs of the Master Form incorporated into this Security Instrument.

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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. ARTHUR O. DUMMER

BORROWER:

Social on Alexander BORROWER: BORROWER: BORROWER: BORROWER: BORROWER: BORROWER:

STATE OF UTAH)	
COUNTY OF <u>Salt Lake</u>	
The foregoing instrument was acknowledge	d before me this 6 day of July, Georgia M. Donner
2012, by Arthur O. Oummer &	Georgia M. Donner
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My Commission Expires: $\frac{9/1}{2^{0.13}}$	Notary Public
1 [,
[Residing at: 348 E 123005. Droper VT 84020
STATE OF CLASSICS AND	}
State at Ital	}
COUNTY OF My Commission Expires Sept. 1, 201	13
The foregoing instrument was acknowledge	d before me this day of,
, by	
My Commission Expires:	•
	Notary Public
	Residing at:
STATE OF UTAH)	
COUNTY OF	
	
The foregoing instrument was acknowledge, by	d before me this, day of, the
My Commission Expires:	Notary Public
	Residing at:
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STATE OF UTAH)	
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COUNTY OF	Notary Public Residing at: Bank National Association / Kristy Young

BK 10038 PG 7002

Schedule A

SITUATED IN THE COUNTY OF SALT LAKE, STATE OF UTAH: LOT 70, HIDDEN OAKS PHASE 3, PLANNED UNIT DEVELOPMENT, ACCORDING TO TEH OFFICIAL PLAT THEREOF RECORDED IN THE OFFICE OF THE SALT LAKE COUNTYR ECORDER, STATE OF UTAH.

Schedule B

BORROWER AND LENDER REQUEST THE HOLDER OF ANY MORTGAGE, DEED OF TRUST OR OTHER ENCUMBRANCE WITH A LIEN WHICH HAS PRIORITY OVER THIS MORTGAGE TO GIVE NOTICE TO LENDER, AT LENDER'S ADDRESS SET FORTH ON PAGE ONE OF THIS MORTGAGE, OF ANY DEFAULT UNDER THE SUPERIOR ENCUMBRANCE AND OF ANY SALE OR OTHER FORECLOSURE ACTION.

Reference Number: 121601332420C

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