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5/31/2013 12:07:00 PM \$40.00  
Book - 10144 Pg - 3325-3332  
Gary W. Ott  
Recorder, Salt Lake County, UT  
INGEO SYSTEMS  
BY: eCASH, DEPUTY - EF 8 P.

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.  
RICHARD FOSTER  
DOCUMENT PREPARATION  
11601 N. Black Canyon Hwy  
Phoenix, AZ 85029  
1-866-537-8489

Tax Serial No: 09-33-126-013

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**SHORT FORM OPEN-END DEED OF TRUST  
RESPA**

REFERENCE #: 20131027800034

ACCOUNT#: 682-682-1421549-1xxx

**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 May 09, 2013, together with all Riders to this document.

(B) **“Borrower”** is MARION BURROWS SMITH, TRUSTEE OF KATHLEEN SMITH TRUST. 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 May 09, 2013. 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 June 09, 2043.

(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  
X 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 June 14, 2007, and recorded on July 12, 2007, as Instrument No. 10160683 in Book 9490 at Page 407 - 419 of the Official Records in the Office of the Recorder of Salt Lake 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 \_\_\_\_\_ Salt Lake \_\_\_\_\_ :  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

THE FOLLOWING DESCRIBED TRACT OF LAND IN SALT LAKE COUNTY, STATE OF UTAH, TO-WIT: LOT 1, ARLINGTON HILLS, PLAT "J", ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK "81-11" OF PLAT AT PAGE 149 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER.

which currently has the address of

\_\_\_\_\_ 1425 EAST TOMAHAWK DRIVE \_\_\_\_\_  
[Street]  
\_\_\_\_\_ SALT LAKE CITY \_\_\_\_\_, Utah \_\_\_\_\_ 84103 \_\_\_\_\_ (“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 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.

  
MARION BURROWS SMITH, TRUSTEE OF KATHLEEN SMITH TRUST

- Borrower

**ACKNOWLEDGMENT:**

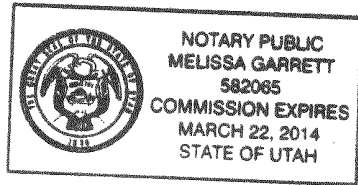
For An Individual Acting In His/Her Own Right:

State of Utah  
County of Salt Lake

I, a Notary Public of the County of Salt Lake, State of Utah, do hereby certify that marion Burrows Smith personally appeared before me this 9 day of May, 2013, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

[Notary Seal]



Melissa Garrett  
Print Name: Melissa Garrett  
Notary Public

My Commission expires: 3-22-2014

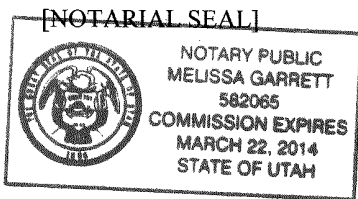
For An Individual Trustee Borrower:

State of Utah  
County of Salt Lake

I Melissa Garrett, a Notary Public of the State of Utah, do hereby certify that

Marion Burrows Smith  
\_\_\_\_\_ personally appeared before me this day and acknowledged that s/he is the Trustee for the Trust known as Kathleen Smith Trust, and that s/he executed the foregoing instrument in his/her capacity as Trustee for the said Trust, and that s/he was authorized to do so in the trust instrument pursuant to which the said Trust was created.

Witness my hand and notarial seal on this the 9 day of May, 2013.



Melissa Garrett  
Print Name: Melissa Garrett  
Notary Public

My commission expires: 3.22.2014

Reference Number: 20131027800034  
Account Number: 682-682-1421549-1998

Wells Fargo Bank, N. A.

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### THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on May 09, 2013 is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned Trustee(s) to secure the Debt Instrument from MARION BURROWS SMITH, (individually and collectively referred to as the "Debtor") to Wells Fargo Bank, N. A. (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property") and located at:

1425 EAST TOMAHAWK DRIVE , SALT LAKE CITY, UT 84103  
[Property Address]

In addition to the covenants and agreements made in the Security Instrument, the undersigned Trustee(s) and Lender further covenant and agree as follows:

With respect to the KATHLEEN SMITH TRUST (the "Trust"), the Security Instrument constitutes a third party mortgage/deed of trust and grant of security interest by the undersigned as Trustee(s) of said Trust in the Property to secure the Debt Instrument of the Debtor to the Lender.

Consequently, references in the Security Instrument to "Borrower" refer to the undersigned Trustee(s) and the Debtor if the context in which the term is used so requires. Without limiting the generality of the foregoing, the use of the term "Borrower" in the context of warranties, representations and obligations pertaining to the Property shall refer to the undersigned Trustee(s). The use of the term "Borrower" in the context of the requirements under the Debt Instrument shall refer to the Debtor.

Except with respect to the obligation(s) of the undersigned as individuals, and not as Trustee(s), with respect to the Debt Instrument before the date first set forth herein above and the obligation(s) of the undersigned as individuals with respect to the Debt Instrument prior to the transfer of the Property into the Trust, the Trust and the undersigned, as Trustee(s), are not liable for the debt evidenced by the Debt Instrument and are a party hereunder only insofar as their interest in the Property is made subject to the Security Instrument.

Further, revocation of the Trust, transfer of the Property by the Trust, or death of any Debtor shall constitute an event of default under the Security Instrument.

By signing below, the undersigned Trustee(s) accept(s) and agree(s) to the terms and provisions contained in this Third Party Rider.



MARION BURROWS SMITH, TRUSTEE OF KATHLEEN SMITH TRUST

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