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11663502
06/14/2013 11:34 AM \$40.00
Book - 10149 Pg - 4462-4467
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
OLD REPUBLIC TITLE (OHIO)
530 S MAIN ST STE 1031
AKRON OH 44311
BY: HNP, DEPUTY - MA 6 P.

After Recording Return To:
KeyBank National Association
Old Republic Title
P.O. Box 6899
Cleveland, OH 44101

01-13077408-03R

[Space Above This Line For Recording Data]

This transaction is subject to RESPA.

SHORT FORM OPEN-END DEED OF TRUST

DEFINITIONS

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

"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, for land situate in the County of SALT LAKE.

"Security Instrument" means this document, which is dated 05/23/13, together with all Riders to this document.

"Borrower" is
CHARLES D. NELSON, MARRIED

**WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: POST CLOSING
530 SOUTH MAIN STREET
SUITE 1031
AKRON, OH 44311**

The Borrower's address is 13967 S OLD SADDLE RD
DRAPER, UT 84020

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

"Debt Instrument" means the loan agreement or other credit instrument signed by Borrower and dated the same day as this Security Instrument. The Debt Instrument evidences amounts Borrower owes Lender, or may owe Lender, which may vary from time to time up to a maximum principal sum outstanding at any one time of U.S. \$ 150,000.00 plus interest. Borrower has promised to pay

this debt in Periodic Payments and to pay the debt in full not later than the Maturity Date, which is 05/29/2048.
“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
13967 S OLD SADDLE RD DRAPER, UT 84020

(“Property Address”), which is also located in:
the County of SALT LAKE, in the State of Utah
PPN # 34-05-404-012
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.”

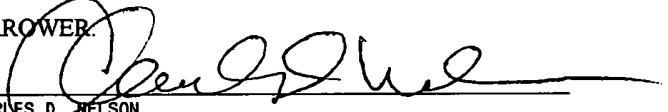
BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant, convey and warrant the Property, that the Property will not be used for or in connection with any illegal activity and that the Property is unencumbered as of the execution date of this Security 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.

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:



CHARLES D. NELSON

BORROWER:

BORROWER:

BORROWER:

BORROWER:

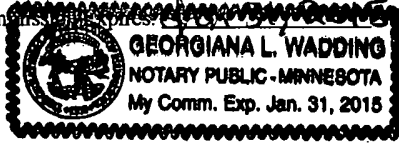
BORROWER:

BORROWER:

BORROWER:

STATE OF ~~UTAH~~^{slw} MN)
)
COUNTY OF Freeborn)

The foregoing instrument was acknowledged before me this 22nd day of May 2013,
by Charles D. Nelson, married

My Commission Expires: Jan 31, 2015


Georgiana J
Notary Public
Residing at: 929 3rd Ave S
Albert Lea, MN 56007

STATE OF UTAH)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
by _____

My Commission Expires: _____
Notary Public
Residing at: _____

STATE OF UTAH)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
by _____ of _____, a _____

My Commission Expires: _____
Notary Public
Residing at: _____

STATE OF UTAH)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
by _____ of _____, a _____

My Commission Expires: _____
Notary Public
Residing at: _____

THIS INSTRUMENT PREPARED BY: KeyBank National Association / Kristy Young

Schedule A

SITUATED IN THE CITY OF DRAPER, COUNTY OF SALT LAKE AND STATE OF UTAH: LOT 28, SOUTH MOUNTAIN PHASE 1, SUBDIVISION AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN BOOK 95-7P OF PLATS, AT PAGE 183 RECORDS OF SALT LAKE COUNTY, UTAH.

Schedule B

Reference Number: 130451239280C

KeyBank UT Short Form HELOC Security Instrument (RESPA) (5/11/2011)
HC# 4810-7531-3929

(page 5 of 5 pages)

BK 10149 PG 4466

Customer Name: CHARLES D NELSON
Application #: 130451239280C

EXHIBIT "A"

SITUATED IN THE CITY OF DRAPER, COUNTY OF SALT LAKE AND STATE OF UTAH:

LOT 28, SOUTH MOUNTAIN PHASE 1, SUBDIVISION AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN BOOK 95-7P OF PLATS, AT PAGE 183 RECORDS OF SALT LAKE COUNTY, UTAH.

TAX ID NO: 34-05-404-012-0000

BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED:

GRANTOR: RYLAND GROUP, INC., A MARYLAND CORPORATION, DBA RYLAND HOMES, A CORPORATION
GRANTEE: CHARLES D. NELSON, A SINGLE MAN
DATED: 05/16/1996
RECORDED: 05/16/1996
BOOK-PAGE/DOC#: 7401-0497/6358854

ADDRESS: 13967 S OLD SADDLE RD, DRAPER, UT, 84020