

11681449
7/11/2013 8:33:00 AM \$40.00
Book - 10158 Pg - 1616-1620
Gary W. Ott
Recorder, Salt Lake County, UT
INDECOMM GLOBAL SERVICES
BY: eCASH, DEPUTY - EF 5 P.

When Recorded Return To:
Accurate Title Group
2925 Country Drive
St. Paul, MN 55117

11A1197-02

[Space Above This Line For Recording Data]

This transaction is subject to RESPA.

78857842 -01

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 06/28/13, together with all Riders to this document

“Borrower” is

JAMES BRADLEY DAVIS, MARRIED
JAYNE HODGES, MARRIED

The Borrower’s address is 1610 E S 1200
SALT LAKE, UT 84105

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. \$ 50,000.00 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 07/03/2048

“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
1610 S. 1200 E. SALT LAKE, UT 84105

(“Property Address”), which is also located in:
the County of SALT LAKE, in the State of Utah
PPN # 16 17 298 044
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”

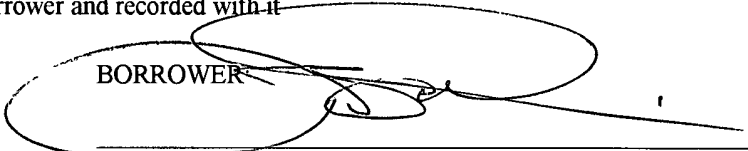
BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant, convey and warrant the Property, that the Property will not be used for or in connection with any illegal activity and that the Property is unencumbered as of the execution date of this Security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

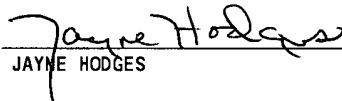
Definitions in the Master Form that are not set forth above and Section 1 through and including Section 23 of the Master Form, are incorporated into this Security Instrument by reference. Borrower acknowledges having received a copy of the Master Form and agrees to be bound by the Sections and paragraphs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

legal signatures →

BORROWER


JAMES BRADLEY DAVIS

BORROWER


JAYNE HODGES

BORROWER.

BORROWER.

BORROWER

BORROWER

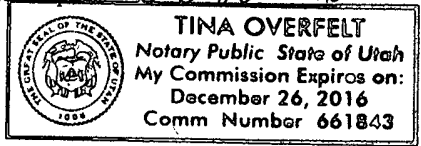
BORROWER

BORROWER

STATE OF UTAH)
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 28th day of June, 2013, by James Bradley Davis

My Commission Expires Dec. 26, 2016

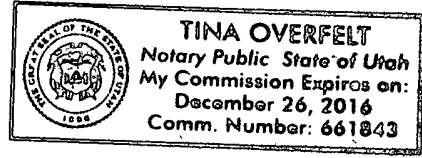


Tina Overfelt
Notary Public
Residing at 2299 Highland dr
SLC, UT 84106

STATE OF UTAH)
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 28th day of June, 2013, by Jayne Hodges

My Commission Expires Dec 26, 2016



Tina Overfelt
Notary Public
Residing at 2299 Highland dr.
SLC, UT 84106

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

THE FOLLOWING DESCRIBED TRACT(S) OF LAND IN SALT LAKE COUNTY, STATE OF UTAH BEGINNING 40 FEET NORTH FROM THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, NORWOOD PLACE; AND RUNNING THENCE NORTH 70.5 FEET; THENCE WEST 85.D5 FEET; THENCE SOUTH 11 DEG. 05 MIN. 53 SEC. WEST 71.84 FEET; THENCE EAST 98.7 FEET TO BEGINNING. ALSO BEGINNING 40 FEET NORTH FROM THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, NORWOOD PLACE; AND RUNNING THENCE SOUTH 40 FEET; THENCE WEST L06.55 FEET; THENCE NORTH 11 DEG. 05 MIN. 53 SEC. EAST 40.76 FEET; THENCE EAST 98.7 FEET TO BEGINNING. THIS BEING THE SAME PROPERTY CONVEYED TO JAMES BRADLEY DAVIS AND JAYNE HODGES, HUSBAND AND WIFE, DATED 11.20.1998 AND RECORDED IN INSTRUMENT NO. 7164171, IN THE SALT LAKE COUNTY RECORDERS OFFICE. PARCEL NO. 16 17 298 044

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.



U04068343

10203 7/9/2013 78857842/1

Reference Number: 131611327590U