12098733 7/27/2015 8:30:00 AM \$40.00 Book - 10346 Pg - 4199-4203 Gary W. Ott Recorder, Salt Lake County, UT AMERICAN TITLE INC BY: eCASH, DEPUTY - EF 5 P.

After Recording Return To: Wells Kargo 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. HEATHER MINNIEAR DOCUMENT PREPARATION 7711 PLANTATION RD ROANOKE, VA 24019 1-866-537-8489

Tax Serial No: 16-21-203-015

[Space Above This Line For Recording Data] SHORT FORM OPEN-END DEED OF TRUST RESPA

REFERENCE #: 20151714300023

ACCOUNT#: XXX-XXX-XXX6497-1998

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 <u>July 07, 2015</u>, together with all Riders to this document.
- **(B) "Borrower"** is <u>THOMAS R. HAVEN AND TERESA S. HAVEN, HUSBAND AND WIFE AS JOINT TENANTS</u>. 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.

AFTER RECORDING, RETURN TO: AMERICAN TITLE, INC. P.O. BOX 641010 OMAHA, NE 68164-1010

ATI# 201506230398

UTAH-SHORT FORM OPEN-END SECURITY INSTRUMENT UT107006, HCWF#983v4 (8/16/2014) UT-107006-0215

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- **(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 <u>July 07, 2015</u>. 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, <u>FIFTY THOUSAND AND 00/100THS</u> Dollars (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 seven (7) calendar days after <u>August 07, 2045</u>.
- **(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	
N/A 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 <u>June 14</u>, 2007, and recorded on <u>July 12</u>, 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 TRACT(S) OF LAND IN SALT LAKE COUNTY, STATE OF UTAH: LOTS 39 AND 40, BLOCK 4, IDLEWILD ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SALT LAKE COUNTY, UTAH. TOGETHER WITH ONE-HALF THE VACATED ALLEY ADJOINING ON THE WEST AND NORTH.

which curre	ently has the address of			
	2120 9	S HANNIBAL S	T	
		[Street]		
	SALT LAKE CITY	, Utah	84106	_ ("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.

acknowledges receipt of a copy of this document and a copy of the Master Form Deed of Trust. Chomos R. Haven THOMAS R HAVEN - Borrower Jerusa S. Haven

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

- Borrower

ACKNOWLE	DGMENT:	•		
For An Individual	al Acting In His/Her Own Righ	it:		
County of Say		_		
UTAH	I, a Notary Public of the Coun, do hereby certify that	nty of Saut	LAKE	, State of
THOMAS R HAVEN	1			
TERESA S HAVEN				

Witness my hand and official seal.

personally appeared before me this _____ day of _______

[Notary Seal]

execution of the foregoing instrument.

Print Name: THER JOHN QUALLS

Notary Public



TYLER JOHN QUALLS Notary Public State of Utah Comm. No. 660179 My Comm. Expires Nov 5, 2016

My Commission expires: Nov 5, 2016

Loan Originator's Name: Sergio Carrillo

NMLSR ID: 1340061

UTAH-SHORT FORM OPEN-END SECURITY INSTRUMENT UT107006, HCWF#983v4 (8/16/2014) UT-107006-0215



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2015, and acknowledged the