12115925 8/19/2015 4:27:00 PM \$40.00 Book - 10354 Pg - 1100-1107 Gary W. Ott Recorder, Salt Lake County, UT AMERICAN TITLE INC BY: eCASH, DEPUTY - EF 8 P.

After Recording Return To: Wells Fargo Bank, N.A. Attn: Document Mgt. P.O. Dox 31557 MAC B6955-013 Billings, MT 5910 9900

This instrument prepared by: Wells Fargo Bank, N.A. KRISTY MARIE BELL DOCUMENT PREPARATION 7711 PLANTATION RD ROANOKE, VA 24019 1-866-537-8489

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

ATI# 201507060152

Tax Serial No: 16-15-482-003

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

REFERENCE #: 20151829600006

ACCOUNT#: XXX-XXX-XXX5632-1998

#### **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 28, 2015</u>, together with all Riders to this document.
- (B) "Borrower" is ASHLEY E. GARDNER, TRUSTEE OF THE ASHLEY E. GARDNER FAMILY TRUST DATED JULY 9, 2013, AND ANTHONY J GARDNER, HER NON-VESTED SPOUSE. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is <u>Wells Fargo Bank, N.A.</u>. Lender is a national bank organized and existing under the laws of the United States. Lender's address is <u>101 North Phillips Avenue</u>, <u>Sioux Falls</u>, <u>SD 57104</u>. 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 July 28, 2015. 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, SEVENTY THOUSAND AND 00/100THS Dollars (U.S. \$ 70,000.00) 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 August 28, 2045.
- **(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]:

<u>N/A</u>	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 <u>June 14</u>, 2007, and recorded on <u>July 12, 2007</u>, as Instrument No. <u>10160683</u> in Book <u>9490</u> at Page <u>407 - 419</u> 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 OR LAND LOCATED IN SALT LAKE COUNTY, STATE OF UTAH: COMMENCING 54 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 73, LAURELHURST, THENCE EAST 167 FEET, THENCE SOUTH 55 FEET, THENCE WEST 167 FEET, THENCE NORTH 55 FEET TO THE POINT OF BEGINNING.

which currently has the address of						
2015 S LAURELHURST DR						
	[Street]					
SALT LAKE CITY	, Utah	84108	_ ("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.

- Borrower

- Borrower

- Borrower

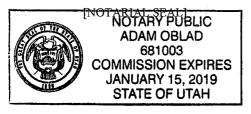
TRUST DATED JULY 9, 2013

ACKNOWLI	EDGMENT:			
State of UA		:		
County of	alt Laice			
Utah	I, a Notary Public of the Coun, do hereby certify that	ty of Salt Lak	, State of	
ANTHONY J GARI	DNER			
ASHLEY E. GARD	NER, TRUSTEE OF THE ASHLEY E.	GARDNER FAMILY	TRUST DATED JULY 9, 20	<u>13</u>
				٠.
,				
			-	
personally appe execution of the	ared before me this <b>28</b> day of foregoing instrument.	f July	, <b>Zol5</b> _, and acknowled	dged the
	Witness my hand and official	seal.		
	[Notary Seal]	ADAM	OBLAD N	Ce_
	[Notary Scar]	Print Name:A	DAM OBLAD	
10 TO	NOTARY PUBLIC ADAM OBLAD		Notary Public	
	681003			
J.	MMISSION EXPIRES ANUARY 15, 2019 STATE OF UTAH			

My Commission expires: 3an. 15, 2019

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

(page 5 of 6 pages) Documents Processed 07-23-2015 15:22:52



Print Name: ADAM OBLAD

Notary Public

My commission expires: Jan. 15, 2019

the trust instrument pursuant to which the said Trust was created.

Witness my hand and notarial seal on this the 28 day of July

Loan Originator's Name: Susan Marie Capello

NMLSR ID: 755290

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



(page 6 of 6 pages) Documents Processed 07-23-2015 Reference Number: 2

20151829600006

Account Number:

XXX-XXX-XXX5632-1998

Wells Fargo Bank, N. A.

#### THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on <u>July 28, 2015</u> 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 <u>ANTHONY J GARDNER</u>, <u>ASHLEY E. GARDNER</u>, (individually and collectively referred to as the "Debtor") to <u>Wells Fargo Bank</u>, <u>N. A.</u> (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property") and located at:

## 2015 S LAURELHURST DR , SALT LAKE CITY, UT 84108 [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:

\*THE ASHLEY E. GARDNER FAMILY TRUST
With respect to the (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.

Ushley E. Gardner Trustice DTD 7/28/2015

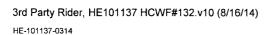
TRUST DATED

ПЛУ 9. 2013

ASHLEY E. GARDNER FAMILY TRUST

Attach this Rider to the Security Instrument before Recording

Loan Originator's Name: Susan Marie Capello NMLSR ID: 755290





2/2 Documents Processed 07-23-2015 15:22:51