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10/17/2016 3:13:00 PM \$40.00  
Book - 10488 Pg - 8874-8878  
Gary W. Ott  
Recorder, Salt Lake County, UT  
AMERICAN TITLE INC  
BY: eCASH, DEPUTY - EF 5 P.

Recording Requested By and  
After Recording Return To:  
**American Title, Inc.**  
**PO Box 641010**  
**Omaha, NE 68164-1010**

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

Tax Serial No: 22-21-305-003

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

REFERENCE #: 20162467800043

ACCOUNT#: XXX-XXX-XXX4812-1998

**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 October 06, 2016, together with all Riders to this document.

(B) **“Borrower”** is KIM M. MADSEN AND CLETAH K. MADSEN, HIS WIFE, AS JOINT TENANTS AND NOT AS TENANTS IN COMMON, WITH FULL RIGHTS OF SURVIVORSHIP. 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 October 06, 2016. 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, ONE HUNDRED THOUSAND AND 00/100THS Dollars (U.S. \$ 100,000.00) 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 November 06, 2046.

(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 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: ALL OF LOT 322, BLUE GRASS ACRES NO. 3, A SUBDIVISION, THE PLAT OF WHICH IS RECORDED IN BOOK LL, AT PAGE 28, RECORDS OF THE SALT LAKE COUNTY RECORDER.

which currently has the address of

1407 E 6710 S  
[Street]  
SALT LAKE CITY, Utah 84121 ("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.

Kim M. Madsen  
KIM M. MADSEN

- Borrower

Cletah K. Madsen  
CLETAH K. MADSEN

- Borrower

Lender Name: Wells Fargo Bank, N.A. NMLSR ID: 399801

Loan Originator's Name: Lyndsay Gail LaBelle  
NMLSR ID: 952588

UTAH-SHORT FORM OPEN-END SECURITY INSTRUMENT  
UT107006, HCWF#983v4 (8/15/2015) UT-107006-0315

(page 4 of 5 pages)  
Documents Processed 10-03-2016 13:21:23

**ACKNOWLEDGMENT:**

For An Individual Acting In His/Her Own Right:

State of Utah

County of SALT LAKE

Utah

I, a Notary Public of the County of SALT LAKE, State of Utah, do hereby certify that

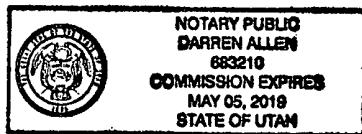
KIM M. MADSEN

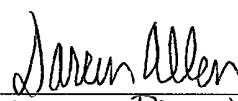
CLETAH K. MADSEN

personally appeared before me this 6 day of OCTOBER, 2015, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

[Notary Seal]



  
Print Name: DARREN ALLEN  
Notary Public

My Commission expires: 5/5/19

