12933345 2/13/2019 8:24:00 AM \$18.00 Book - 10752 Pg - 4404-4408 RASHELLE HOBBS Recorder, Salt Lake County, UT INGEO SYSTEMS BY: eCASH, DEPUTY - EF 5 P.

After Recording Return To:
Wells Fargo Bank, N.A.
Attn: Document Mgt.
P.O. Box 31557
MAC B6955-013
Billings, MT 59107-9900

Return to: Dawn Tetlak/AEG
5455 Detroit Rd, STE B
Sheffield Village, OH 44054
440-718-1820

This instrument prepared by: Wells Fargo Bank, N.A. GERARDO M SEGUNDO DOCUMENT PREPARATION 9600 NE CASCADE PARKWAY ST 400 PORTLAND, OR 97220 1-866-537-8489

Tax Serial No: 28-27-229-006-0000

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

REFERENCE #: 20190030020061

ACCOUNT#: XXX-XXX-XXX 8915-1998

DEFINITIONS 201310495-0

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>January 31, 2019</u>, together with all Riders to this document.
- **(B) "Borrower"** is <u>EVAN TREE AND KAREN KAY TREE, MARRIED TO EACH OTHER</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.
- (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>January 31, 2019</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>TWO HUNDRED FIFTY THOUSAND AND 00/100THS</u> Dollars (U.S. \$ 250,000.00) 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>February 28, 2049</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

UTAH-SHORT FORM OPEN-END SECURITY INSTRUMENT UT107006, HCWF#983v4 (2/10/2018) UT-107006-0118

(page 1 of 5 pages) Documents Processed 01-31-2019 13:17:25 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>, <u>2007</u>, 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 <u>Salt Lake</u> 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 OF LAND IN SANDY, SALT LAKE COUNTY, STATE OF UTAH, TO WIT: ALL OF LOT 10, THE COVE AT HIDDEN VALLEY PLAT G, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY THIS BEING THE SAME PROPERTY CONVEYED TO EVAN TREE AND KAREN KAY TREE, BY DEED FROM EVAN TREE, DATED 03/03/2004 AND RECORDED ON 03/08/2004 IN INSTRUMENT NO. 8997905, IN THE SALT LAKE COUNTY RECORDERS OFFICE. PARCEL NO. 28-27-229-006-0000

which currently has the address of 11877 S HIDDEN CANYON LN			
	[Street]		
SANDY	, Utah	84092 ("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.

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## 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.

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.

EVAN TREE

- Borrower

- Borrower

- Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in

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

Loan Originator's Name: THOMAS JOHN FARLEY

NMLSR ID: 1647540

UTAH-SHORT FORM OPEN-END SECURITY INSTRUMENT UT107006, HCWF#983v4 (2/10/2018) UT-107006-0118

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CKNOWI	LEDGMENT:		
	idual Acting In His/Her Own Right:		
tate of County of	SALT LAKE		
υπη	I, a Notary Public of the County of the Coun	of SALT LAKE	, State of
AN TREE			
REN KAY TR	REE		
ersonally app eccution of t	peared before me this $\frac{3/3}{}$ day of $\frac{1}{}$	JANUARY , 2-19	, and acknowledged th
	Witness my hand and official seal	<b>.</b>	
			<u> </u>
·	[Notary Seal]	1	7
C	NOTARY PUBLIC BENJAMIN THOMAS DRAPER 683741 COMMISSION EXPIRES JUNE 25, 2019	Print Name: BENJAMIN Notary Pul	THOMAS QUAREN

My Commission expires: DUNE 25, 2019

UTAH-SHORT FORM OPEN-END SECURITY INSTRUMENT UT107006, HCWF#983v4 (2/10/2018) UT-107006-0118

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