

PREP Work

OCT 06 2004

E 2022832 B 3639 P 173
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2004 OCT 6 8:01 AM FEE 12.00 DEP CY
REC'D FOR RBMG INC

Record and Return to:
W Davis
RBMG, INC
9710 Two Notch Road
Columbia, SC 29223

PARCEL ID# 14-285-0054
LOAN #
POOL # 588146
RBMG LOAN # 2000257804
INV #
MIN #: 100036000001122296
MERS Phone #: 1-888-679-6377

STATE OF UTAH
COUNTY OF DAVIS

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of good and valuable considerations, the receipt of which is hereby acknowledged, Mortgage Electronic Registration Systems, Inc.

A Delaware Corporation
and set over unto

does hereby sell, transfer, assign

Fidelity Bank , its successors and assigns

100 E. English Wichita KS 67202-7202
a Deed of Trust executed by
LES ROBERTS AND CHERYL ROBERTS

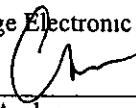
dated 11/20/2002 , and recorded in Book 3176, Doc/Inst 1808170, on page 1264 , in the office of the
Clerk of Court of DAVIS County ,UTAH on 11/27/2002 and

together with the indebtedness secured thereby.

LEGAL DESCRIPTION.

IN WITNESS WHEREOF, the said Mortgage Electronic Registration Systems, Inc
has caused this conveyance to be signed by its
Vice President , and its corporate seal to be hereto affixed

Mortgage Electronic Registration Systems, Inc



Chuck Archie
Vice President



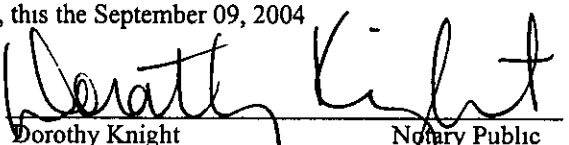
STATE OF SC
COUNTY OF Richland

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, the
with in named Chuck Archie who is Vice President

of Mortgage Electronic Registration Systems, Inc. , located in State and
County aforesaid,

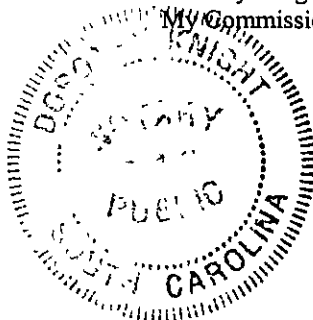
who acknowledged that he/she signed, seal and delivered the foregoing instrument on the date named herein as
the act and deed of said corporation, he/she having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the September 09, 2004


Dorothy Knight Notary Public

My Commission Expires 10/4/2005

09/02/2004 FIDEL-1 09/04



with interest, advanced under paragraph 7 to protect the security of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in DAVIS County, Utah:
ALL OF LOT 54, THE BRIDGES PHASE-3, CLINTON CITY, DAVIS COUNTY, UTAH,
ACCORDING TO THE OFFICIAL PLAT THEREOF.

14-285-0054

which has the address of 2404 WEST 1850 NORTH [Street]
CLINTON (City), Utah 84015 (Zip Code) ("Property Address"),

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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be

Initials: JK CR