

E# 2547600 P6 1 UF 5 ERNEST D ROWLEY, WEBER COUNTY RECORDER 31-0CT-11 1001 AM FEE \$40.00 DEP JKC REC FOR: OLD REPUBLIC TITLE

- After Recording Return To:

KeyBank National Association Old Republic Title Residential Information Services P. O. Box 16430 Boise, ID 83715

OI-11182943-OIR WHEN RECORDED RETURN TO: OLD BEPUBLIC TITLE ATTN: POST CLOSING SET SOUTH MAIN STREET SUITE 1031 AKRON, OH 44511 SHOPT FORM OPEN, END. DEED OF TRUST

SHORT FORM OPEN-END DEED OF TRUST

DEFINITIONS

60,000.00

Words used in multiple sections of this Security Instrument are defined below and in the Master Form.
"Master Form" means that certain Master Form Open-End Deed of Trust recorded in the Office of the Recorder on 03/02/10 , Document No. 2461008 , in Book, at Page(s)
for land situate in the County of WEBER
"Security Instrument" means this document, which is dated <u>09/06/11</u> , together with all Riders to this document. "Borrower" is
NELDA PEARSON TRUST DATED JULY 20,2004
MEDA I EMOON THOU THE TOTAL TO
NELDA PEARSON, TRUSTEE
The Borrower's address is 771 w 4075 s RIVERDALE, UT 84405
Borrower is the trustor under this Security Instrument. "Co-Grantor" means any Borrower who signs this Security Instrument but does not execute the Debt Instrument.
"Lender" is KeyBank National Association . Lender
4910 Tiedeman Road, Suite B. Brooklyn, On 44141
is the beneficiary under this Security Instrument.
"Trustee" is
KEYBANK NATIONAL ASSOCIATION 431 E PARKCENTER BLVD
BOISE, ID 83706
"Bobt Instrument" means the loan agreement or other credit instrument signed by Borrower and dated the same
down as this Security Instrument. The Debt Instrument evidences amounts Borrower owes Lender, or may owe
Lender, which may vary from time to time up to a maximum principal sum outstanding at any one time of U.S. \$

plus interest. Borrower has promised to pay

this debt in Periodic Payments and to pay the debt in full not later than the Maturity Date, which is <u>09/10/2046</u>. "Property" means the property that is described below under the heading "Transfer of Rights in the Property." "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.

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 at

771 W 4075 S RIVERDALE, UT 84405

("Property Address"), which is also located in: the County of WEBER, in the State of Utah PPN # 06-242-0019 and as may be more fully described in Schedule A.

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 COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant, convey and warrant the Property, that the Property will not be used for or in connection with any illegal activity and that the Property is unencumbered as of the execution date of this Security Instrument, except for this Security Instrument and the encumbrances described in Schedule B, which is attached to this Security Instrument and incorporated herein by reference. Borrower further warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

INCORPORATION OF MASTER FORM PROVISIONS

Definitions in the Master Form that are not set forth above and Section 1 through and including Section 23 of the Master Form, are incorporated into this Security Instrument by reference. Borrower acknowledges having received a copy of the Master Form and agrees to be bound by the Sections and paragraphs of the Master Form incorporated into this Security Instrument.

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.

Molda Pearson, Justee Melba Pearson, Trustee
NELDA PEARSON, TRUSTEE
BORROWER:

E# 2547600 P6 4 FF 5 JASON BROADBENT Notary Public • State of Utah Commission # 575880

STATE OF UTAH)		COMM. EXP. 09	-04-2012
COUNTY OF WELL	 			
The foregoing instrument was	acknowledged before	me this 6	day of Sept	,
The foregoing instrument was	transon \	rustee		
My Commission Expires: 9-4-2			Joseph Count	oalberto
		Notary Publ	light .	
		Residing at:	Pavir Cover	y Otoh
STATE OF UTAH)			
COUNTY OF	 			
The foregoing instrument was		me this	day of	
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My Commission Expires:		Notary Publ	lic	
		Residing at:		
STATE OF UTAH)			
COUNTY OF):)			
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My Commission Expires:		Notary Publ	lic	
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		Residing at:		

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Schedule A

SITUATE IN THE CITY OF RIVERDALE, COUNTY OF WEBER, STATE OF UTAH: ALL OF LOT 19, SHADY GROVE PRUD SUBDIVISION, RIVERDALE CITY, WEBER COUNTY, UTAH.

Schedule B

Reference Number: 112271640310C