

E 2659559 B 5515 P 304-308
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
05/04/2012 12:22 PM
FEE \$40.00 Pgs: 5
DEP RT REC'D FOR OLD REPUBLIC TITL
E

09-352-0022

After Recording Return To: Prepared By
KeyBank National Association
Old Republic Title Residential Information Services
P. O. Box 16430 Kristi Young
Boise, ID 83715

[Space Above This Line For Recording Data]

WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: POST CLOSING
530 SOUTH MAIN STREET
SUITE 1031
AKRON, OH 44311

This transaction is subject to RESPA.

SHORT FORM OPEN-END DEED OF TRUST

DEFINITIONS

01-12037365-02R

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 03/01/10, Document No. 2514170, in Book 4971, at Page(s) 727, for land situate in the County of DAVIS.

“Security Instrument” means this document, which is dated 04/25/12, together with all Riders to this document.

“Borrower” is

THE TERRY AND NANCY FOOTE FAMILY TRUST, DATED THE 9TH DAY OF NOVEMBER, 2005

C TERRY FOOTE, TRUSTEE
NANCY L. FOOTE, TRUSTEE

The Borrower’s address is 2368 E 8300 S
SOUTH WEBER, 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

4910 Tiedeman Road, Suite B, Brooklyn, OH 44144 Lender

is the beneficiary under this Security Instrument.

“Trustee” is

KEYBANK NATIONAL ASSOCIATION
431 E PARKCENTER BLVD
BOISE, ID 83706

“Debt Instrument” means the loan agreement or other credit instrument signed by Borrower and dated the same day 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. \$ 249,000.00 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 04/30/2047.
“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

2368 E 8300 S SOUTH WEBER, UT 844059214

(“Property Address”), which is also located in:
the County of DAVIS, in the State of Utah
PPN # 09-352-0022
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

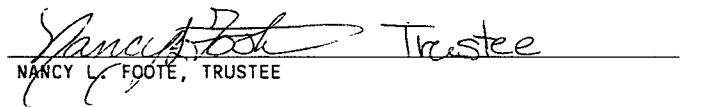
Definitions in the Master Form that are not set forth above and Section 1 through and including Section 23 of the Master Form, are incorporated into this Security Instrument by reference. Borrower acknowledges having received a copy of the Master Form and agrees to be bound by the Sections and paragraphs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

BORROWER:


C. TERRY FOOTE, TRUSTEE

BORROWER:


NANCY L. FOOTE, TRUSTEE

BORROWER:

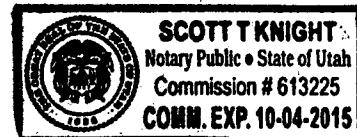
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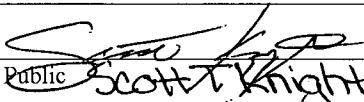
STATE OF UTAH)

);

COUNTY OF weber)

The foregoing instrument was acknowledged before me this 25 day of April,
2012, by C. Terry & Nancy L. Foote, TRUSTEES
Foote

My Commission Expires: 10-04-2015


Notary Public SCOTT T. KNIGHT
Residing at: 3565 Harrison Blvd
Ogden, UT 84405

STATE OF UTAH)

);

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
, by _____

My Commission Expires: _____

Notary Public
Residing at: _____

STATE OF UTAH)

);

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
, by _____, the _____
of _____, a _____

My Commission Expires: _____

Notary Public
Residing at: _____

STATE OF UTAH)

);

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
, by _____, the _____
of _____, a _____

My Commission Expires: _____

Notary Public
Residing at: _____

THIS INSTRUMENT PREPARED BY: KeyBank National Association / Kristy Young

Schedule A

SITUATED IN THE COUNTY OF DAVIS, STATE OF UTAH: LOT 22, SILVERLEAF ESTATES SUBDIVISION PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

Schedule B

Reference Number: 120261737310C