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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
7/3/2014 10:55:00 AM
FEE \$40.00 Pgs: 8
DEP eCASH REC'D FOR AMERICAN TITLE INC

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

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

Tax Serial No: 11-324-0006

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

REFERENCE #: 20141057800069

ACCOUNT#: 682-682-2118416-1xxx

# **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 <u>June 20, 2014</u>, together with all Riders to this document.
- (B) "Borrower" is DENISE H. WRIGHT, AND GARY M WRIGHT AS TRUSTEES OF THE DENISE H. WRIGHT REVOCABLE TRUST, DATED FEBRUARY 20, 1996. 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 June 20, 2014. 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, FIVE HUNDRED THOUSAND AND 00/100THS Dollars (U.S. \$ 500,000.00) 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 July 20, 2044.
- (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	
X	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>October 8, 2007</u>, as Instrument No. <u>2311902</u> in Book <u>4383</u> at Page <u>510 - 522</u> of the Official Records in the Office of the Recorder of Davis 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	Davis
[Type of Recording Jurisdiction]	[Name of Recording Jurisdiction]

THE FOLLOWING TRACT OF LAND IN DAVIS COUNTY, STATE OF UTAH, TO-WIT: ALL OF LOT 2, HAMPTON COURT, A PLANNED RESIDENTIAL UNIT DEVELOPMENT, FRUIT HEIGHTS CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, AND BEGINNING ON THE NORTH LINE OF LOT 2, HAMPTON COURT, A. P. R. U. D., AT A POINT SOUTH 00 DEGREES 01 MINUTES WEST 804.54 FEET AND SOUTH 89 DEGREES 45 MINUTES WEST 143.55 FEET FROM THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89 DEGREES 45 MINUTES WEST 30.12 FEET TO THE SOUTHERLY LINE OF LOT 3, OAKVIEW ESTATES, KAYSVILLE, CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, THENCE NORTH 54 DEGREES 25 MINUTES 07 SECONDS EAST 36.48 FEET ALONG SAID SOUTHERLY LINE; THENCE SOUTH 01 DEGREES 13 MINUTES 28 SECONDS EAST 21.10 FEET TO THE POINT OF BEGINNING.

which currently has the address of			
484 N H	AMPTON COU	RT LN	
	[Street]		
FRUIT HEIGHTS	, Utah	84037	_ ("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.

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GAXY M. WRIGHT, TRUSTEE OF THE DENISE H. WRIGHT REVOCABLE

- Borrower

TRUST DATED FEBRUARY 20 1996

TRUST DATED FEBRUARY 20 1996

DENISE H. WRIGHT, TRUSTEE OF THE DENISE H. WRIGHT REVOCAL

- Borrower

unty of	au: >			
n+ah	I, a Notary Public of the County of, do hereby certify that	Davis		, State of
Y M. WRIGHT	T, TRUSTEE OF THE DENISE H. WRIGHT	REVOCABLE TRU	ST DATED FEB	RUARY 20 1996
IISE H. WRIGH	IT, TRUSTEE OF THE DENISE H. WRIGHT	REVOCABLE TRI	JST DATED FEI	BRUARY 20 1996
	•			
conclly appa	and hafara mathic 28 day of	T	つかい	and acknowled
	ared before me this day of foregoing instrument. Witness my hand and official seal.	June	<u>, 2014</u> ,	and acknowled
	foregoing instrument.	June	, <b>2</b> MY ,	and acknowled
	foregoing instrument.	June	, <mark>2¤4</mark> ,	and acknowled
	foregoing instrument.	June	, <mark>2¤4</mark> ,	and acknowled
	foregoing instrument.	M	2	
	foregoing instrument.  Witness my hand and official seal.	June  Minima Print Name:	Matthew	PAnce
	foregoing instrument.  Witness my hand and official seal.  [Notary Seal]	M	2	PAnce
	foregoing instrument.  Witness my hand and official seal.  [Notary Seal]  NOTARY PUBLIC MATTHEW PRINCE 672627	M	Matthew	PAnce
	foregoing instrument.  Witness my hand and official seal.  [Notary Seal]  NOTARY PUBLIC MATTHEW PRINCE	M	Matthew	PAnce

For An Individual Trustee Borrower:	
State of Wtah County of Davis	
I Matthew Prince, certify that	a Notary Public of the State of Uto, do hereby
GARY M. WRIGHT, TRUSTEE OF THE DENISE H. W	RIGHT REVOCABLE TRUST DATED FEBRUARY 20 1996
DENISE H. WRIGHT, TRUSTEE OF THE DENISE H. V	WRIGHT REVOCABLE TRUST DATED FEBRUARY 20 1996
personally appeared before me this day and acknowledge the foregoing instrument in his/her capacity as To the trust instrument pursuant to which the said To	owledged that s/he is the Trustee for the Trust known as rustee for the said Trust, and that s/he was authorized to do so in rust was created.
Witness my hand and notarial seal on th	is the 20 day of Tune, 2014
[NOTARIAL SEAL]	Print Name: Matthe Prince
NOTARY PUBLIC MATTHEW PRINCE 672627 COMMISSION EXPIRES	Notary Public

Loan Originator's Name: LuAnne Lee Olson NMLSR ID: 763202

My commission expires: 11/24/2017

**NOVE**MBER 29, 2017 STATE OF UTAH

Reference Number:

20141057800069

**Account Number:** 

682-682-2118416-1998

Wells Fargo Bank, N. A.

#### THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on <u>June 20, 2014</u> is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned Trustee(s) to secure the Debt Instrument from <u>GARY M. WRIGHT</u>, (individually and collectively referred to as the "Debtor") to <u>Wells Fargo Bank, N. A.</u> (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property") and located at:

# 484 N HAMPTON COURT LN, FRUIT HEIGHTS, UT 84037 [Property Address]

In addition to the covenants and agreements made in the Security Instrument, the undersigned Trustee(s) and Lender further covenant and agree as follows:

With respect to the <u>DENISE H. WRIGHT REVOCABLE TRUST</u> (the "Trust"), the Security Instrument constitutes a third party mortgage/deed of trust and grant of security interest by the undersigned as Trustee(s) of said Trust in the Property to secure the Debt Instrument of the Debtor to the Lender.

Consequently, references in the Security Instrument to "Borrower" refer to the undersigned Trustee(s) and the Debtor if the context in which the term is used so requires. Without limiting the generality of the foregoing, the use of the term "Borrower" in the context of warranties, representations and obligations pertaining to the Property shall refer to the undersigned Trustee(s). The use of the term "Borrower" in the context of the requirements under the Debt Instrument shall refer to the Debtor.

Except with respect to the obligation(s) of the undersigned as individuals, and not as Trustee(s), with respect to the Debt Instrument before the date first set forth herein above and the obligation(s) of the undersigned as individuals with respect to the Debt Instrument prior to the transfer of the Property into the Trust, the Trust and the undersigned, as Trustee(s), are not liable for the debt evidenced by the Debt Instrument and are a party hereunder only insofar as their interest in the Property is made subject to the Security Instrument.

Further, revocation of the Trust, transfer of the Property by the Trust, or death of any Debtor shall constitute an event of default under the Security Instrument.

By signing below, the undersigned Trustee(s) accept(s) and agree(s) to the terms and provisions contained in	tnis
Third Party Rider.	
Buy Distyr TTE	
GARY W. WRIGHT, TRUSTEE OF THE DENISE H. WRIGHT REVOCABLE TRUST DATED FEBRUA	<b>ARY</b> 20
Deview W. Wight TTE	
DENISE H. WRIGHT, TRUSTEE OF THE DENISE H. WRIGHT REVOCABLE TRUST DATED FEBRU 20 1996	JARY

Attach this Rider to the Security Instrument before Recording

Loan Originator's Name: LuAnne Lee Olson NMLSR ID: 763202