After recording, return recording information to: 201408111672 American Title, Inc.
PO Box 641010
Omaha, NE 68164-1010

This instrument prepared by: Wells Fargo Bank, N.A. TIFF MORGAN-FAULKNER DOCUMENT PREPARATION 7711 PLANTATION RD ROANOKE, VA 24019 1-800-580-2195

Tax Serial No: 3-281-43

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

REFERENCE #: 20142239800003

ACCOUNT#: XXX-XXX-XXX9850-1998

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>September 08, 2014</u>, together with all Riders to this document.
- (B) "Borrower" is JOHN D. BYARS AND WENDI K. BYARS, HUSBAND AND WIFE, AS JOINT TENANTS. 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.

DOC # 00386193

Jayrene B Nielsen Sevier County Recorder Page 1 of E 10/01/2014 11:20:45 AMFee \$40.00By AMRICAN TITLE INC (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 September 08, 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, ONE HUNDRED THOUSAND AND 00/100THS Dollars (U.S. \$ 100,000.00) 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 October 08, 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

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 11, 2007</u>, as Instrument No. <u>00348398</u> in Book <u>0575</u> at Page <u>0316 - 0328</u> of the Official Records in the Office of the Recorder of <u>Sevier County</u>, 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	Sevier
[Type of Recording Jurisdiction]		[Name of Recording Jurisdiction]

THE FOLLOWING DESCRIBED TRACT OF LAND IN SEVIER COUNTY, STATE OF UTAH: LOT 43, NORTH BY NORTHEAST III SUBDIVISION, RICHFIELD CITY, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SEVIER COUNTY.

DOC # 00386193

Deed of Trust B: 0696 P: 1090

Jayrene B Nielsen Sevier County Recorder Page 2 of 5

10701/2014 11:20:45 AMFee \$40.00By AMRICAN TITLE INC

તા લોક અને એ કે ફોર્સ સ્કુર કરો હતા. અને ફાર્સ કરો કો કો કો કો કો કો

which currently has the address of			
	971 N 320 E		<u> </u>
	[Street]		
RICHFIELD	, Utah	84701	_ ("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.

- Borrower - Borrower

OC # 00386193

ed of Trust B: 0696 P: 1092

Prene B Nielsen Sevier County Recorder Page 4 of 5

101/2014 11:20:45 AMFee \$40.00By AMRICAN TITLE INC

ACKNOWLE For An Individu State of 14-0 County of 5	al Acting In His/Her Own Right:		
Wah	I, a Notary Public of the County o	r Seviler	, State of
JOHN D BYARS			
WENDIK. BYARS			
	:		•
	•		
personally appea	red before me this day of foregoing instrument.	ept.	_, <mark>2014</mark> , and acknowledged the
	Witness my hand and official seal.		•
13. 情经情况	MANDY S. LARSEN otary Public, State of Utah Commission # 611069 My Commission Expires June 23, 2015 [Notary Seal]	Print Name: Ma	Why Largen Totary Public
		N	otary Public

My Commission expires: 6/23/2015

Loan Originator's Name: Scott Jeffrey Belina NMLSR ID: 400692

UTAH-SHORT FORM OPEN-END SECURITY INSTRUMENT UT107006, HCWF#983v4 (8/16/2014) UT-107006-0314

(page 5 of 5 pages) Documents Processed 09-03-2014 11:23:31