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Preparer:

Signet Bank, Equity Finance
101 Gateway Parkway 5th floor
P. O. Box 85197
Richmond, VA 23285

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09/09/96 4:04 PM 20-00
NANCY WORKMAN
RECODER, SALT LAKE COUNTY, UTAH
DAVID REED
740 PICTURE DR SLC, 84116
REC BY V ASHBY ,DEPUTY - WI

Record & Return To:
US Property & Appraisal Svc.
P O. Box 16489
Pittsburgh, PA 15242
22531 9-40364

THIS IS A HOME EQUITY CREDIT LINE DEED OF TRUST
HOME EQUITY LINE

This Deed of Trust, dated as of the 28th day of Aug., 1996, DANIEL K. NAYLOR and DIANE T. NAYLOR (the Grantor, whether one or more Stewart Title Guaranty Company, 455 East 500 South Street, Salt Lake City, Utah, 84111 as trustee (the Trustee) either of whom may act, as Grantees, and SIGNET BANK, a Virginia corporation (the Beneficiary) provides:

GRANTOR'S TRANSFER OF RIGHTS IN THE PROPERTY

The Grantor grants and conveys to the Trustees, in trust, with power of sale, the real property located in the COUNTY OF SALT LAKE, State of Utah, which has the address of 10251 SOUTH 2375 EAST, SANDY, more particularly described on Exhibit A attached to this Deed of Trust (the Land) together with the following:

- (a) All buildings and improvements located on the Land;
- (b) All rights in other property that the Grantor has as the owner of the Land (these rights include such things as easements, rights, privileges and appurtenances attached to the Land);
- (c) All mineral, oil and gas rights and profits, water, water rights and water stock that are part of the Land;
- (d) All rents and royalties from the property described in this section;
- (e) All rights that the Grantor has in the Land which lies in the streets and roads in front of, or next to, the Land;
- (f) All fixtures that are now or in the future will be on the Land and on the property described in paragraph (b) of this section, and all replacements of and additions to those fixtures;
- (g) All of the rights and property described in paragraphs (a) through (f) of this section acquired by the Grantor in the future; and
- (h) All replacements of or additions to the rights and property described in paragraphs (a) through (g) of this section.

The Land and all of the rights and property described in paragraphs (a) through (h) of this section will be called the "Property." This Deed of Trust will serve as a security agreement granting the Beneficiary a security interest in the Property under the Uniform Commercial Code as adopted in Utah. The Beneficiary will have all of the rights and remedies of a secured party under the Uniform Commercial Code. The recordation of this Deed of Trust will also serve as a fixture filing under the Uniform Commercial Code.

WARRANTIES OF THE GRANTOR

The Grantor warrants that, except for the "exceptions" listed in any title insurance policy which insures the Beneficiary's rights in the Property:

- (a) The Grantor lawfully owns the Property;
- (b) The Grantor has the right to grant and convey the Property to the Trustees; and
- (c) There are no outstanding claims or charges against the Property.

The Grantor conveys the Property to the Trustees with "general warranty and English covenants of title." This means the Grantor will be fully responsible for any losses which the Trustees or the Beneficiary suffer because someone other than the Grantor has some of the rights in the Property which the Grantor has warranted that he or she has. The Grantor promises to defend the ownership of the Property against any claims or such rights.

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SECURED DEBT

The Grantor conveys the Property in trust to secure the performance of the promises of the Grantor contained in this Deed of Trust and to secure the payment of the debt described below (the Secured Debt):

- (a) All present and future obligations for cash advances, purchases, finance charges and other charges arising out of the Home Equity Line Agreement, Disclosure and Note between the Beneficiary and DANIEL K. NAYLOR and DIANE T. NAYLOR dated Aug. 28, 1996, and all amendments to that agreement (the Agreement). The amount secured by this Deed of Trust will not exceed at any one time outstanding the principal sum of One Hundred Thirty Four Thousand and No/100th. Dollars (\$134,000.00) plus finance charges and costs of collection, including attorneys' fees and foreclosure expenses; and
- (b) All indebtedness of the Grantor to the Beneficiary or to the Trustees which arises under the provisions of this Deed of Trust.

GRANTOR'S PROMISES & AGREEMENTS

The Grantor promises and agrees as follows:

- (a) If the Grantor has signed (other than as Co-Owner) or guaranteed the Agreement, the Grantor will pay the amounts owing under the Agreement when they are due.
- (b) The Grantor will maintain the Property in good condition and repair. The Grantor will not destroy, damage or substantially change the Property and will not allow the Property to deteriorate. The Grantor will comply with all laws, regulations and ordinances affecting the Property. The Grantor will permit the Beneficiary and any persons authorized by the Beneficiary to enter and inspect the Property at all reasonable times.
- (c) The Grantor will at all times keep the Property insured against loss or damage by fire and such other risks as may be included in the standard form of extended coverage insurance from time to time available. The Grantor will also maintain insurance against such other hazards as may be reasonably required by the Beneficiary. The amount of the insurance must be approved by the Beneficiary, but need not exceed 100% of the full replacement value of the Property. The Grantor will assign and deliver the policy or policies of insurance to the Beneficiary, each of which will have endorsed on it the standard New York mortgagee clause in the name of the Beneficiary, will provide that it cannot be canceled without at least ten (10) days notice to the Beneficiary and will be issued by a company approved by the Beneficiary. The Grantor hereby appoints the Beneficiary as its attorney-in-fact to collect and receive, and to give receipts for, the proceeds of any insurance. Such insurance proceeds may be applied to the Secured Debt, or, at the option of the Beneficiary, may be paid in whole or in part to the Grantor to be used for the repair and reconstruction of the Property.
- (d) The Grantor will pay all taxes, assessments and other charges against the Property when they are due. If requested by the Beneficiary, the Grantor will deliver to the Beneficiary receipts evidencing payment of such taxes and assessments.
- (e) The Grantor will make all payments due on any debt secured by a deed of trust which is prior to this Deed of Trust and will not permit such debt to go into default. The Grantor will keep the Property free from any other liens or encumbrances which may have or gain a priority over this Deed of Trust.
- (f) Unless Grantor and Beneficiary agree to a modification of this Deed of Trust, all advances secured hereunder have priority from the date of recording of this Deed of Trust. However, if there are any deeds or liens subsequently recorded on the Property, Beneficiary may request Grantor to enter into an addendum to confirm such priority and, if Grantor does not do so, Beneficiary shall have the right to limit future advances as it chooses.
- (g) The Grantor will give the Bank notice of any condemnation proceedings affecting the Property. The Grantor agrees that all condemnation awards made to the Grantor for any taking by a governmental body or agency of the whole or of any part of the Property will be payable to the Beneficiary. The Grantor hereby appoints the Beneficiary as its attorney-in-fact to receive and give receipts for any such award or awards. Any such award or awards will, at the option of the Beneficiary, be applied to reduce the Secured Debt.
- (h) The Beneficiary, or the Trustees, or both of them, may advance funds from time to time to perform any of the promises or agreements made by the Grantor under this Deed of Trust, or to protect their respective interests under this Deed of Trust. All such funds that are advanced will be payable on demand by the Grantor and will bear interest at the rate set forth in the Agreement and will be secured by this Deed of Trust. At the Beneficiary's option, any such advances may be posted to the account created pursuant to the Agreement.

EVENTS OF DEFAULT

Each of the following will be an event of default under this Deed of Trust:

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- (a) If the Grantor fails to keep any promise or agreement made in this Deed of Trust; or
- (b) If any warranty made by the Grantor in this Deed of Trust is not true and correct; or
- (c) If there is any material default under the Agreement or the occurrence of any event under the Agreement permitting the Beneficiary to declare the entire amount due thereunder; or
- (d) Except as otherwise permitted by law, if the Grantor sells, conveys, leases or otherwise disposes of the Property without the prior written consent of the Beneficiary, which consent can be withheld for any reason.

REMEDIES OF THE BENEFICIARY UPON AN EVENT OF DEFAULT.

If an event of default occurs, the Beneficiary may, at its option and to the extent permitted in the Agreement, by written notice to the Grantor, either terminate the Agreement and demand immediate payment of the Secured Debt or refuse to make additional extensions of credit or reduce the Grantor's credit limit under the Agreement. The Beneficiary may, at its option and to the extent permitted in the Agreement, exercise any one or more of the following remedies:

- (a) Sale at Foreclosure. Upon default of Grantor, Beneficiary may invoke its power of sale hereunder. If the power of sale is invoked, Trustee (a) shall execute a written notice of the occurrence of an event of default and of the election to cause the Property to be sold and (b) shall record such notice in each county in which the Property is located. Beneficiary or Trustee shall send copies of such notice to Grantor and other persons as required by law. Trustee shall give public notice of sale as required by law. After the lapse of time as required by law, Trustee, without demand on Grantor, shall sell the Property at public auction to the highest bidder for cash or credit, on such terms as the Trustee determines to be appropriate, subject to Grantor's right to reinstate the debt as permitted by law. Trustee may postpone or continue the sale by public announcement at the time and place of any previously scheduled sale. Trustee shall deliver to the purchaser its deed conveying the property sold without any covenant or warranty, express or implied. Any person, including Beneficiary, may purchase at such sale.

After deducting all costs and expenses of the Trustee in connection with the sale, including cost of evidence of title and reasonable attorney fees, Trustee shall apply sale proceeds to payment of all sums secured hereby, with accrued interest, and the remainder to persons legally entitled thereto. As permitted by law, suit may be maintained by Beneficiary to recover any balance remaining due.

- (b) Right to Enter and Take Possession. The Beneficiary will have the right to direct the Trustees to enter and take possession of the Property. If the Trustees do so, they will perform any one or more of the agreements, terms and conditions under this Deed of Trust which the Beneficiary deems proper to protect the lien of this Deed of Trust; and, upon the direction of the Beneficiary, will collect all rents.
- (c) Additional Remedies. The Beneficiary may exercise any other rights or remedies against the Grantor and the Property as are permitted under the laws of Utah.

DUTIES OF THE TRUSTEES

The Trustees are under no duty to take any action except as expressly required by this Deed of Trust, or to perform any act which would involve them in expense or liability, or to institute or defend any suit, unless they are properly indemnified to their satisfaction. The Beneficiary, with or without cause, is authorized and empowered to substitute and appoint, by an instrument recorded wherever this Deed of Trust is recorded, a trustee or trustees in the place of the Trustee named above. All rights, powers and discretions vested in the Trustees by this Deed of Trust may be exercised by the Trustees or either of them, by any substitute trustee or by either or by both of the substitute trustees in the event that more than one trustee is substituted.

MISCELLANEOUS PROVISIONS

- (a) Any notice or demand required to be sent or delivered to the Grantor may be sent or delivered to the Grantor at the Property or at such other place as the Grantor designates in writing to the Beneficiary. The address at which communications may be mailed or delivered to the Beneficiary (as noteholder) is:

Signet Bank, Equity Servicing
P.O. Box 85517
Richmond, Virginia 23285

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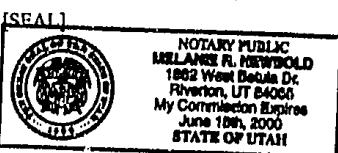
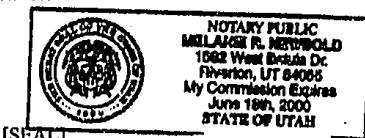
- (b) **NOTICE--THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.** This means that if the Grantor sells the property, the Secured Debt must be paid off. The Secured Debt is not assumable.
- (c) The promises and agreements contained in this Deed of Trust will bind the heirs, executors and administrators of the Grantor. Wherever used, the singular number includes the plural, the plural the singular, and the use of any gender will be applicable to all genders.
- (d) All Grantors signing this Deed of Trust are jointly and severally liable.
- (e) The Beneficiary and the Trustees may delay in enforcing their respective rights under this Deed of Trust without losing them.
- (f) Each Grantor acknowledges receiving a copy of this Deed of Trust and a copy of the Agreement.
- (g) If any term or provision of this Deed of Trust is invalid or unenforceable to any extent, the remainder of this Deed of Trust will not be affected.
- (h) The internal laws of the Commonwealth of Virginia shall govern all matters hereunder, including those matters dealing with usury laws, except that the internal laws of the state where the Property is located shall govern the lien priority and validity of this Deed of Trust and procedures with respect to the enforcement hereof.
- (i) The Beneficiary will not be required to release this Deed of Trust until the Secured Debt has been paid in full and all checks issued in connection with the Agreement have been returned to the Beneficiary.

Request for Notice of Default and Foreclosure. Beneficiary request the holder of any deed of trust or other lien which has priority over this Deed of Trust to give notice to Beneficiary, at Beneficiary's address herein, of any default, intended sale or other foreclosure action under such encumbrance.

WITNESS the following signatures:



DANIEL K. NAYLOR



STATE OF UTAH, CITY/COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 28th day of August,
19 96 by DANIEL K. NAYLOR and DIANE T. NAYLOR

My Commission expires: 6-18-2000

Melanie R. Newbold
Notary Public

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DISCLOSURE STATEMENT

Lender: Signet Bank
P. O. Box 85197
Richmond, VA 23286

NOTICE TO MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RELATED RIGHTS. READ THIS STATEMENT AND SIGN IT ONLY IF YOU UNDERSTAND ITS CONTENTS.

Because you are applying for a mortgage loan covered the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2601 et seq.) you have certain rights under that Federal law. This statement tells you what the chances are that the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest and escrow account payments, if any. If your loan servicer changes, there are certain procedures that must be followed. This statement generally explains those procedures.

Transfer Practices and Requirements

If the servicing of your loan is assigned, sold, or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing of the assignment, sale or transfer of the servicing not less than 15 days before the effective date of the transfer. The new loan servicer must also send you notice within 15 days after the effective date of the transfer. The present servicer and the new servicer may combine this information in one notice, so long as the notice is sent to you 15 days before the effective date of transfer. The 15 day period is not applicable if a notice of prospective transfer is provided to you at settlement. The law allows a delay in the time (not more than 30 days after a transfer) for servicers to notify you under certain limited circumstances, when your servicer is changed abruptly. This exception applies only if you servicer is fired for cause, is in bankruptcy proceedings, or is involved in a conservatorship or receivership initiated by a Federal agency.

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to a new servicer, the name, address, and toll-free or collect call telephone number of the new servicer, and toll-free or collect call telephone numbers of a person or department for both your present servicer and your new servicer to answer your questions about the transfer of servicing. During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Complaint Resolution

Section 6 of RESPA (12 U.S.C. 2605) gives you certain consumer rights, whether or not your loan servicing is transferred. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment within 20 Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request. Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, or must provide you with a written clarification regarding any dispute. During this 60-Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request.

A Business Day is any day, excluding public holidays (State or Federal), Saturday and Sunday.

Damages and Costs

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section.

Servicing Transfer Estimated by Lender

1. The following is the best estimate of what will happen to the servicing of your mortgage loan:
 We may assign, sell or transfer the servicing of your loan sometime while the loan is outstanding.
 We are able to service your loan and we will will not haven't decided whether to service your loan. OR
 We do not service mortgage loans, and we presently intend to assign, sell or transfer the servicing of your mortgage loan. You will be informed about your servicer.
2. For all the mortgage loans that we make in the 12-month period after your mortgage loan is funded, we estimate that the percentage of mortgage loans for which we will transfer servicing is between:
 0-25% 26-50% 51-75% 76-100%

This estimate does does not include assignments, sales or transfers to affiliates or subsidiaries. This is only our best estimate and it is not binding. Business conditions or other circumstances may affect our future transferring decisions.

3. This is our record of transferring the servicing of the mortgage loans we have made in the past:

Year	Percentage of Loans Transferred (rounded to nearest quartile -0%, 25%, 50%, 75%, or 100%)
1993	25%
1994	25%
1995	25%

This information does does not include assignments, sales or transfers to affiliates or subsidiaries.

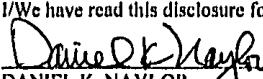
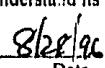
Date

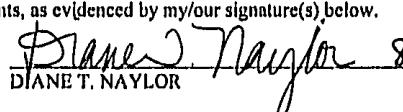
8/28/96

CAROLE SHOEMAKER
Lender - Signet Bank

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Acknowledgment of Mortgage Loan Applicant
I/We have read this disclosure form, and understand its contents, as evidenced by my/our signature(s) below.

 DANIEL K. NAYLOR  DIANE T. NAYLOR 8/28/96

 DIANE T. NAYLOR 8/28/96

SCHEDULE A
FILE #9608-00317Naylor
03000138911

LEGAL DESCRIPTION:

A PARCEL OF LAND USE FOR THE WIDENING OF A HIGHWAY KNOWN AS PROJECT NO. 0071, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE SE 1/4 SE 1/4 SECTION 31, T.2S, R 1E SL B&M. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID ENTIRE TRACT OF PROPERTY, WHICH POINT IS 660.5 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID SECTION 31, THENCE NORTH 107.5 FEET ALONG THE EAST BOUNDARY LINE TO THE NORTHEAST CORNER OF SAID ENTIRE TRACT; THENCE WEST 53.00 FEET ALONG THE NORTH BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 53.00 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE CENTERLINE OF SAID PROJECT; THENCE SOUTH 107.5 FEET ALONG A LINE PARALLEL TO SAID CENTERLINE TO THE SOUTH BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE EAST 53.00 FEET ALONG SAID SOUTH BOUNDARY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

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