Recording requested by: Wells Fargo Bank N.A.

When recorded return to: Wells Fargo Bank, N.A. P. O. BOX 31557 BILLINGS, MT 59107 DOCUMENT MANAGEMENT

9477344 08/31/2005 10:52 AM \$1€.00 Book - 9181 Pa - 7215-7218 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH WELLS FARGO SERVICING CO PO 80X 31557 2324 OVERLAND AVE BILLINGS MT 59107 BY: SEM, DEPUTY - MA 4 P.

- State of Utah

Space Above This Line For Recording Data

REFERENCE# 20051667400453

ACCOUNT# 0651-651-8495130-1998

SHORT FORM DEED OF TRUST

(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Short Form Deed of Trust ("Security Instrument") is 07/19/2005 and the parties are as follows:

TRUSTOR ("Grantor"):
GEORGE M. CONDIE OR LOLA T. CONDIE, TRUSTEES OF THE CONDIE
FAMILY TRUST DATED MAY 13, 2003

whose address is: 3464 TERRACE VIEW DR SALT LAKE CITY, UT, 84109

TRUSTEE: WELLS FARGO BANK NORTHWEST, N.A.

Attention: Consumer Loan Servicing

P.O. Box 31557

Billings, Montana 59107

BENEFICIARY ("Lender"): Wells Fargo Bank, N.A.
P. 0. BOX 31557
BILLINGS, MT 59107

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, all of that certain real property located in the County of SALT LAKE , State of Utah, described as follows:

LOT 6, TERRACE VIEW SUB NO. 2, SALT LAKE CITY, SALT LAKE COUNTY.

with the address of 3464 S. TERRACE VIEW DR. SALT LAKE CITY, UT 841094170 and parcel number of 16-35-203-015-0000 together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above.

EQ246A (12/2004)

- 3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 204,000.00 . This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
- 4. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:
- A. Debt incurred under the terms of the promissory note, revolving line of credit agreement, contract, guaranty or other evidence of debt dated 07/19/2005 together with all amendments, extensions, modifications or renewals. The maturity date of the Secured Debt is 07/19/2045.
 - B. All future advances from Lender to Grantor under such evidence of debt. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances which exceed the amount shown in Section 3. Any such commitment must be agreed to in a separate writing.
 - C. All sums advanced and expenses incurred by Lender for insuring, preserving, or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
- 5. MASTER FORM DEED OF TRUST. By the delivery and execution of this Security Instrument, Grantor agrees that all provisions and sections of the Master Form Deed of Trust ("Master Form"), inclusive, dated January 15, 2001, and recorded on February 1, 2001 as Instrument Number 7811514 In Book 8420 at Page 7107-7114 of the Official Records in the Office of the Recorder of SALT LAKE County. State of Utah, are hereby incorporated into, and shall govern, this Security Instrument. This Security Instrument does not incorporate any provision in the Master Form Mortgage that references a certain Home Equity Closing Handbook, such Handbook no longer being in existence.
- **6. RIDERS.** If checked, the following are applicable to this Security Instrument. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.

Х	Third Party Rider		
N/A	Leasehold Rider		
N/A	Other N/A		

SIGNATURES: By signing below, Grantor agrees to perform all covenants and duties as set forth in this Security Instrument. Grantor also acknowledges receipt of a copy of this document and a copy of the provisions contained in the previously recorded Master Form Deed of Trust (the Deed of Trust-Bank/Customer Copy).

Leona n: Com	le Tauste	P. 7/19/05
GEORGE M CONDIE TRUSTEE	Grantor	Date
LOLA T. CONDIE, TRUSTEE	Grantor	7//9/05 Date
	Grantor	Date
ACKNOWLEDGMENT: (Individual) STATE OF	n acknowledging/title-or resorting (Signature of Person Not art)	(date) by George M representative, if any). Taking Acknowledgment)
My commission expires: 100 1 2008 When recorded return to: Wells Fargo Bank, N.A. P. 0. BOX 31557 SILLINGS, MT 59107 DOCUMENT MANAGEMENT	Residing at: Sa	ells Fargo Bank

EQ246C (12/2004)

THIRD PARTY RIDER

REFERENCE #: 20051667400453 ACCOUNT#: 0651-651-8495130-1998

THIS THIRD PARTY RIDER is made on 07/19/2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("the Security Instrument") given by the undersigned Trustee(s) to secure the Secured Debt from

GEORGE M CONDIE LOLA T. CONDIE

(the "Debtor") to Lender.

With respect to the Trust, this 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 described in this Security Instrument to secure the Note of the Debtor to the Lender.

Consequently, references in the text 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 Note 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 Secured Debt before the date first set forth herein above and the obligation(s) of the undersigned as individuals with respect to Secured Debt 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 Note and are a party hereunder except insofar as their interest in the Property is made subject to the Security Instrument.

Further, revocation of the Trust, distribution of trust assets, or death of any Debtor shall constitute an event of default under the Secured Instrument.

GEORGE M CONDIE Trustee

DLA T. CONDIE Trustee

EQ310A (05/2005)