9610300

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

9610300 01/13/2006 09:45 AM #14.00 Book - 9243 Pg - 4954-4956 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH WELLS FARGO BAHK NA PO BOX 31557 BILLINGS NT 59107 BY: HCT, DEPUTY - MA 3 P.

State of Utah

Space Above This Line For Recording Data

ACCOUNT# 0651-651-9269738-1998

REFERENCE# 20053377300165

## 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 12/14/2005 and the parties are as follows:

TRUSTOR ("Grantor"):
JOHN H. JENNINGS AND PHYLLIS J. JENNINGS, HUSBAND AND WIFE,
AS JOINT TENANTS AND NOT AS TENANTS IN COMMON, WITH FULL RIGHTS OF
SURVIVORSHIP

whose address is: 2658 COUNTRYSIDE LN WEST JORDAN, UT,

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. 80X 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:

THE FOLLOWING DESCRIBED TRACT OF LAND IN SALT LAKE COUNTY, STATE OF UTAH: LOT 68 OF COUNTRYSIDE ESTATES SUBDIVISION, AS RECORDED ON THE RECORDS OF THE SALT LAKE COUNTY RECORDER.

with the address of 2658 W COUNTRYSIDE LN WEST JORDAN, UT 84084 and parcel number of 21214010030000 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.

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- 3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 60,000.00. 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 12/14/2005 together with all amendments, extensions, modifications or renewals. The maturity date of the Secured Debt is 12/14/2045.
  - 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.

5.7×	Third	Dom.	Didon
IN/AI	i nira	Party	Riner

N/A Leasehold Rider

NZA Other N/A

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**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).

Phillis of Genneral		12-14-05
PHYLLIS J JENNINES	Grantor	Date
PHYRIS J JENNINGS  JOHN H JENNINGS  JOHN H JENNINGS		12-14-05
JOHN H JENNINGS	Grantor	Date
	Grantor	 Date
	Grantor	——————————————————————————————————————
	Grantor	Date
	Grantor	Date
	Grantor	Date
ACKNOWLEDGMENT: (Individual) STATE OF	rson acknowledging, title o	(date) by PHYLLIS  r representative, if any).  MODINAL  on Taking Acknowledgment)
My commission expires:  April 4,200  When recorded return to:  Wells Fargo Bank, N.A.  P. 0. B0X 31557  BILLINGS, MT 59107  DOCUMENT MANAGEMENT  (Seal)	SA 695 WES	NOTARY PUBLIC RAH MCDONALD D S. REDWOOD RD. T JORDAN, UT 84084 mission Expires Apr 4, 2009 State of Utah

EQ246C (12/2004)