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05/10/2006 10:10 AM \$14.00  
Book - 9292 Pg - 3472-3474  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
WELLS FARGO SERVICING CO  
BY: ZJM, DEPUTY - NA 3 P.

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

State of Utah \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_  
**REFERENCE#** 20061027100130      **ACCOUNT#** 0651-651-0013599-1998

**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 04/14/2006 and the parties are as follows:

**TRUSTOR ("Grantor"):**  
BOBBE ALICE PRIVETT, UNMARRIED

whose address is: 2759 S 8850 WAY MAGNA, UT, 84044

**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. O. 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:

THE FOLLOWING DESCRIBED TRACT OF LAND IN SALT LAKE COUNTY, STATE OF UTAH, TO-WIT: BEGINNING AT A POINT 2254.2 FEET EAST AND SOUTH 0 DEGREES 52 MINUTES EAST 451.77 FEET FROM THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 0 DEGREES 52 MINUTES EAST 50 FEET; THENCE NORTH 88 DEGREES 53 MINUTES EAST 165 FEET; MORE OR LESS, TO A DIVISION FENCE; THENCE NORTH 0 DEGREES 52 MINUTES WEST ALONG SAID FENCE LINE 50 FEET; THENCE SOUTH 88.53 FEET WEST 165 FEET TO THE POINT OF BEGINNING. SUBJECT TO A RIGHT OF WAY FOR 8850 WEST STREET OVER AND ACROSS THE WEST 16.5 FEET, MORE OR LESS. ALSO: LOT 35, FAIRVIEW PARK, AND UNRECORDED PLAT.

with the address of 2759 S 8850 W MAGNA, UT 840441139 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.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 50,000.00 . 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 04/14/2006 together with all amendments, extensions, modifications or renewals. The maturity date of the Secured Debt is 04/14/2046 .

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.

Third Party Rider

Leasehold Rider

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).

*Bobbe Alice Privett*

BOBBE ALICE PRIVETT

Grantor

*4/17/06*

Date

\_\_\_\_\_  
Grantor Date

\_\_\_\_\_  
Grantor Date

\_\_\_\_\_  
Grantor Date

\_\_\_\_\_  
Grantor Date

\_\_\_\_\_  
Grantor Date

\_\_\_\_\_  
Grantor Date

**ACKNOWLEDGMENT:**

(Individual)

STATE OF Utah } ss.

COUNTY OF Salt Lake } ss.

This foregoing instrument was acknowledged before me this 4-17-06 (date) by \_\_\_\_\_

Bobbe Alice Privett (person acknowledging, title or representative, if any).

*[Signature]*  
\_\_\_\_\_  
(Signature of Person Taking Acknowledgment)

Notary  
\_\_\_\_\_  
(Title)

My commission expires:

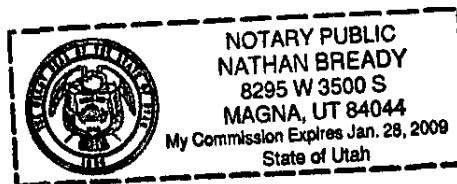
01-28-09

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BILLINGS, MT 59107  
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EQ246C (12/2004)