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Book - 9315 Pg - 2848-2856
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BACKMAN TITLE SERVICES
BY: ZJM, DEPUTY - 01 9 P.

Prepared By:

When Recorded Return to:

**UTAH
OPEN-END DEED OF TRUST
AND FIXTURE FILING
(Securing Future Advances)**

0058416140

BTS 5-02/18/10

**THIS IS A HOME EQUITY CREDIT LINE DEED OF TRUST.
DEFAULT ON PAYMENTS MAY RESULT IN THE LOSS OF YOUR HOME.**

FUTURE ADVANCES: We and you, as these terms are defined below, have agreed that we may make advances and re-advances secured by this Deed of Trust from time to time at your request and the request of other parties, if any, identified above.

RIGHTS AND OBLIGATIONS OF THE BORROWER: Pursuant to this Deed of Trust and the Home Equity Line of Credit Agreement and Disclosures under the Federal Truth-in-Lending Act dated the same date as this Deed of Trust (the "Agreement") and secured by it, you have a right to obtain advances from time to time to be secured by the Property described below. This right to obtain advances may be terminated as described in the Agreement. You have certain duties under the Agreement and this Deed of Trust, which include the obligation to make timely monthly payments, to perform all of your obligations under any lien that has priority over this Deed of Trust, to keep the Property insured and free of subsequent liens that may obtain priority over this Deed of Trust, to preserve and maintain the Property, and not to transfer the Property or an interest in it without our prior written consent.

CONSEQUENCES OF DEFAULT: If you default as defined in the Agreement, we will have certain rights as set forth in this Deed of Trust to protect our amounts due under the Agreement and this Deed of Trust. If such amounts are not paid, we may foreclose this Deed of Trust, by power of sale and sell the Property. In addition, if you fail to perform any other obligation under this Deed of Trust or the Agreement, we may (i) suspend your right to obtain further cash advances under the Agreement or (ii) reduce your credit limit.

THIS DEED OF TRUST is made on this **28th** day of **June, 2006**

The grantor is
JOSEPH H BEAR, A Married Man

whose address is:
1599 WEST GAYLAWOOD CIRCLE, TAYLORSVILLE, Utah 84123

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ACCOMMODATION: Backman Title Services makes no representation as to condition of title or assumes responsibility for validity, sufficiency, and effect of document on property.

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The trustee is
Fidelity Title

whose address is:
350 E Center Street, Provo, UT 84606

If more than one Trustee is named, any Trustee acting alone has the rights and authority conferred upon the Trustee in this Deed of Trust. The beneficiary is **FIRST HORIZON HOME LOAN CORPORATION** whose address is
4000 Horizon Way, Irving, Texas 75063

In this Deed of Trust, the terms "you," "your" and "yours" refer to the grantor(s). The terms "we", "us" and "our" refer to **FIRST HORIZON HOME LOAN CORPORATION** and its successors and assigns.

Pursuant to the Agreement, you may incur indebtedness in amounts fluctuating from time to time up to the **MAXIMUM PRINCIPAL AMOUNT of THIRTY EIGHT THOUSAND & 00/100**
Dollars (U.S. \$ **38,000.00**).

The Agreement provides for the full debt to be paid by you in full no later than **JULY 1, 2026**

You agree that this Deed of Trust shall continue to secure all sums now or hereafter advanced under the terms of the Agreement including, without limitation, such sums that are advanced to you whether or not at the time the sums are advanced there is any principal sum outstanding under the Agreement.

This Deed of Trust secures to us: (a) the repayment of the debt evidenced by the Agreement, with interest, and all refinancings, renewals, extensions and modifications of the Agreement; (b) the payment of all other sums, with interest, advanced under paragraph 7 of this Deed of Trust to protect the security of this Deed of Trust; and (c) the performance of your covenants and agreements under this Deed of Trust and the Agreement. For this purpose and in consideration of the debt, you irrevocably grant and convey to the Trustee, in trust, with non-judicial power of sale, the property located in the county of **Salt Lake**, Utah, to wit:

All that tract or parcel of land as shown on Schedule "A" attached hereto which is incorporated herein and made a part hereof.

Which property has the address of: **3954 WEST 5820 SOUTH,**
TAYLORSVILLE, UTAH 84118 "Property Address".

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 Deed of Trust. All of the foregoing is referred to in this Deed of Trust as the "Property."

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YOU COVENANT that you are lawfully seized of the estate hereby conveyed and have the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. You warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

YOU AND WE covenant and agree as follows:

1. **Payment of Principal, Interest and Other Charges.** You shall pay when due the principal and interest owing under the Agreement and all other charges due under the Agreement.

2. **Payments of Taxes and Insurance.** You will pay, when due, all taxes, assessments, leasehold payments or ground rents (if any), and hazard insurance on the Property and mortgage insurance (if any).

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by us under the Agreement and paragraph 1 may be applied by us first to interest and other charges payable under the Agreement and then to the remaining principal balance under the Agreement.

4. **Prior Deeds of Trust; Charges; Liens.** You shall perform all of your obligations under any mortgage, deed of trust or other security instruments with a lien which has priority over this Deed of Trust, including your covenants to make payments when due. You shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Deed of Trust or any advance under this Deed of Trust, and leasehold payments or ground rents, if any. Upon our request, you shall promptly furnish to us all notices of amounts to be paid under this paragraph and receipts evidencing any such payments you make directly.

You shall promptly discharge any lien (other than a lien disclosed to us in your application or in any title report we obtained) which has priority over this Deed of Trust or any advance to be made under the Agreement or this Deed of Trust.

5. **Hazard Insurance.** You shall keep the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which we require insurance. This insurance shall be maintained in the amounts and for the periods that we require. You may choose the insurer.

Insurance policies and renewals shall be acceptable to us and shall include a standard mortgage clause. If we require, you shall promptly give us all receipts of paid premiums and renewal notices. You shall promptly notify the insurer and us of any loss. We may make proof of loss if you do not promptly do so.

Insurance proceeds shall be applied to restore or repair the Property damaged, if restoration or repair is economically feasible and our security would not be lessened. Otherwise, insurance proceeds shall be applied to sums secured by this Deed of Trust, whether or not then due, with any excess paid to you. If you abandon the Property, or do not answer with 30 days our notice to you that the insurer has offered to settle a claim, then we may collect and use the proceeds to repair or restore the Property or to pay sums secured by this Deed of Trust, whether or not then due. The 30-day period will begin when notice is given.

Any application of proceeds to principal shall not require us to extend or postpone the due date of monthly payments. If we acquire the Property at a forced sale following your default, your right to any insurance proceeds resulting from damage to the property prior to the acquisition shall pass to us to the extent of the sums secured by this Deed of Trust immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** You shall not destroy, damage or substantially change the Property, allow the Property to deteriorate, or commit waste. If this Deed of Trust is on a leasehold, you shall comply with the lease. If you acquire fee title to the Property, the leasehold and fee title shall not merge unless we agree to the merger in writing.

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7. Protection of Our Rights in the Property; Mortgage Insurance. If you fail to perform the covenants and agreements contained in this Deed of Trust, or there is a legal proceeding that may significantly affect our rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce the laws or regulations), then we may do, and pay for, anything necessary to protect the Property's value and our rights in the Property. Our actions may include paying any sums secured by a lien which has priority over this Deed of Trust or any advance under the Agreement or this Deed of Trust, appearing in court, paying reasonable attorney's fees, paying any sums which you are required to pay under this Deed of Trust and entering on the Property to make repairs. We do not have to take any action we are permitted to take under this paragraph. Any amounts we pay under this paragraph shall become additional debts you owe us and shall be secured by this Deed of Trust. These amounts shall bear interest from the disbursement date at the rate established under the Agreement and shall be payable, with interest, upon our request.

If we require mortgage insurance as a condition of making the loan secured by this Deed of Trust, you shall pay the premiums for such insurance until such time as the requirement for the insurance terminates.

8. Inspection. We may inspect the Property at any reasonable time and upon reasonable notice.

9. Condemnation. The proceeds of any award for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to us.

10. You Are Not Released; Forbearance by Us Not a Waiver. Extension of time for payment or modification of amortization of the sums secured by this Deed of Trust granted by us to any of your successors in interest shall not operate to release your liability or the liability of your successors in interest. We shall not be required to commence proceedings against any successor in interest, refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by you or your successors in interest. Our forbearance in exercising any right or remedy shall not waive or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Deed of Trust shall bind and benefit your successors and permitted assigns. Your covenants and agreements shall be joint and several. Anyone who co-signs this Deed of Trust but does not execute the Agreement: (a) is co-signing this Deed of Trust only to mortgage, grant and convey such person's interest in the Property; (b) is not personally obligated to pay the Agreement, but is obligated to pay all other sums secured by this Deed of Trust; and (c) agrees that we and anyone else who signs this Deed of Trust may agree to extend, modify, forbear or make any accommodations regarding the terms of this Deed of Trust or the Agreement without such person's consent.

12. Loan Charges. If the loan secured by this Deed of Trust is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from you which exceed permitted limits will be refunded to you. We may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to you. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.

13. Notices. Unless otherwise required by law, any notice to you provided for in this Deed of Trust shall be delivered or mailed by first class mail to the Property Address or any other address you designate by written notice to us.

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14. **Governing Law; Severability.** This Deed of Trust shall be governed by federal law and, except as preempted by federal law, by the law of jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of the Deed of Trust or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Deed of Trust and the Agreement are declared to be severable.

15. **Transfer of the Property.** If all or any part of the Property or any interest in it is sold or transferred without our prior written consent, we may, at our option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by us if exercise is prohibited by federal law as of the date of this Deed of Trust.

16. **Sale of Agreement; Change of Loan Servicer.** The Agreement or a partial interest in the Agreement (together with this Deed of Trust) may be sold one or more times without prior notice to you. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Agreement and this Deed of Trust. There also may be one or more changes of the Loan Servicer unrelated to the sale of the Agreement. If there is a change of the Loan Servicer, you will be given written notice of the change as required by applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any information required by applicable law.

17. **Hazardous Substances.** You shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the Property of Hazardous Substances in quantities that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which you have actual knowledge. If you learn or are notified by any government or regulatory authority, that any removal or other remediation of any Hazardous Substance is affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Deed of Trust, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Deed of Trust, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

18. **Acceleration; Remedies.** You will be in default if (1) any payment required by the Agreement is not made when it is due; (2) we discover that you have committed fraud or made a material misrepresentation; or (3) you take any action or fail to take any action that adversely affects our security for the Agreement or any right we have in the Property; or (4) any event occurs that permits us to accelerate the amounts due under the Agreement. If a default occurs, we will give you notice specifying: (a) the default; (b) the action required to cure the default; (c) a date not less than 30 days from the date the notice is given to you, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform you of any right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you have to acceleration and sale. If the default is not cured on or before the date specified in the notice, we at our option may require immediate payment in full of all sums secured by this Deed of Trust without further demand and may invoke the non-judicial power of sale and any other remedies permitted by applicable law. We shall be entitled to all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and cost of title evidence.

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If we invoke the non-judicial power of sale, we shall mail or cause the Trustee to mail a notice of default and a notice of sale to you in the manner prescribed by applicable law. The Trustee shall give notice of sale as required by public advertisement or otherwise for the time and in the manner prescribed by applicable law. The Trustee, without demand on you, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order the Trustee determines.

The Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. We or our designee may purchase the Property at any sale.

The Trustee shall deliver to the purchaser the Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. The Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, Trustee's fees plus reasonable attorney's fees; (b) to all sums secured by this Deed of Trust; and (c) any excess to the person or persons legally entitled to it. There is no post-sale right of redemption.

19. Reconveyance. Upon your written request and payment of all sums secured by this Deed of Trust, either the Trustee or we shall reconvey this Deed of Trust without charge to you and mark the agreement "paid" and return the Agreement to you. You shall pay any recordation costs.

20. Substitute Trustee. We, at our option, may from time to time remove the Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee in this Deed of Trust and by applicable law.

21. Possession of the Property. You shall have possession of the Property until we have given you notice of default pursuant to paragraph 18 of this Deed of Trust.

22. WAIVER OF HOMESTEAD EXEMPTION: You agree to waive any Homestead Exemption you may have in the Property. Your waiver means that we may exercise all of our rights under this Security Instrument.

**Request for Notice of Default and Foreclosure
Under Superior Mortgages or Deeds of Trust**

I(We) and Lender request the holder of any mortgage, deed of trust, or other encumbrance with a lien which has priority over this Security Instrument to give notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

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BY SIGNING BELOW, you accept and agree to the terms and covenants contained in this Deed of Trust and any rider(s) executed by you and recorded with it.

BOTH SPOUSES MUST SIGN

Joseph H Bear
JOSEPH H BEAR

STATE OF UTAH:

County of *Salt Lake*

I, *Merlyn Buchanan*, a notary public in and for the State of Utah, do hereby certify that
JOSEPH H BEAR

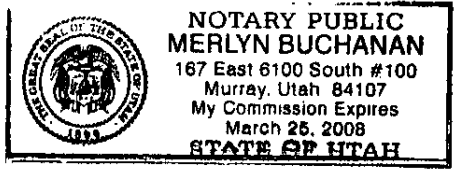
party(ies) to the certain deed of trust bearing date on the *28th* day of *June*, 2006,
and hereto annexed, personally appeared to me in said county, the said
JOSEPH H BEAR

personally well-known to me as (or provided by oath of credible witnesses to be) the person(s) who executed the said Deed of Trust and acknowledged the same to be his/her/their act and deed.

Given under my hand and official seal this *28* day of *June*, *2006*

My commission expires: *3/25/08*

Merlyn Buchanan
Notary Public



Order No.: 5-021084

EXHIBIT "A"

LEGAL DESCRIPTION

**Lot 415, The Horizon Phase 4, according to the official plat thereof on file and of record
in the office of the Salt Lake County Recorder.
Parcel No.: 21-17-302-014**


RIDER TO THE DEED OF TRUST / MORTGAGE / SECURITY DEED

0058416140

Date: 6/28/2006

The escrow of taxes and insurance required in of your DEED OF TRUST/MORTGAGE/SECURITY DEED to FIRST HORIZON HOME LOAN CORPORATION, a KANSAS Corporation is hereby waived and you are notified that you are not required to deposit with FIRST HORIZON HOME LOAN CORPORATION, a KANSAS corporation any of the amounts set forth in said paragraph. This waiver does not, in any way release you from your obligation to make escrow payments of taxes and insurance to the holder of any prior mortgage, nor does it relieve you of your obligation to keep taxes and insurance premiums current with respect to the mortgaged property.

RECEIPT ACKNOWLEDGED:

 _____
JOSEPH H BEAR Date 6/28/06 Date

_____ Date _____ Date

HELOC RIDER (05-06)

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