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Jeffery Smith

Utah County Recorder

2016 Jan 19 09:20 AM FEE 40.00 BY JB

RECORDED FOR American Title - Team 1

ELECTRONICALLY RECORDED

Recording requested by and return to: 30\5\30\0\\
American Title, Inc.
PO Box 641010
Omaha, NE 68164-1010

This instrument prepared by: Wells Fargo Bank, N.A. EDWARD ALAN EARY DOCUMENT PREPARATION 7711 PLANTATION RD ROANOKE, VA 24019 1-866-537-8489

Tax Serial No: 52:284:0002

[Space Above This Line For Recording Data] SHORT FORM OPEN-END DEED OF TRUST RESPA

REFERENCE #: 20152940200043

ACCOUNT#: XXX-XXX-XXX7990-1998

DEFINITIONS

Words used in multiple sections of this document are defined below. The Master Form Deed of Trust includes other defined words and rules regarding the usage of words used in this document.

- (A) "Security Instrument" means this document, which is dated <u>January 06, 2016</u>, together with all Riders to this document.
- **(B)** "Borrower" is <u>JOHN STANTON AND AMY STANTON</u>, <u>MARRIED TO EACH OTHER</u>. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is <u>Wells Fargo Bank, N.A.</u>. Lender is a national bank organized and existing under the laws of the United States. Lender's address is <u>101 North Phillips Avenue</u>, <u>Sioux Falls</u>, <u>SD 57104</u>. Lender is the beneficiary under this Security Instrument.

- (D) "Trustee" is Wells Fargo Bank Northwest, N.A., Attention: Consumer Loan Servicing, P.O. Box 31557, Billings, MT 59107.
- (E) "Debt Instrument" means the loan agreement or other credit instrument signed by Borrower and dated <u>January 06, 2016</u>. The Debt Instrument states that Borrower owes Lender, or may owe Lender, an amount that may vary from time to time up to a maximum principal sum outstanding at any one time of, <u>TWENTY EIGHT THOUSAND FOUR HUNDRED AND 00/100THS</u> Dollars (U.S. \$ 28,400.00) plus interest. Borrower has promised to pay this debt in Periodic Payments and to pay the debt in full not later than seven (7) calendar days after February 06, 2046.
- **(F)** "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means all amounts owed now or hereafter under the Debt Instrument, including without limitation principal, interest, any prepayment charges, late charges and other fees and charges due under the Debt Instrument, and also all sums due under this Security Instrument, plus interest.
- (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [mark as applicable]:

N/A Leasehold Rider	
N/A Third Party Rider	
N/A Other(s) [specify] _	N/A

(I) "Master Form Deed of Trust" means the Master Form Open-End Deed of Trust dated <u>June 14</u>, <u>2007</u>, and recorded on <u>August 29</u>, <u>2007</u>, as Instrument No. <u>127236:2007</u> in Book <u>n/a</u> at Page <u>n/a</u> of the Official Records in the Office of the Recorder of Utah County, State of Utah.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all future advances, renewals, extensions and modifications of the Debt Instrument, including any future advances made at a time when no indebtedness is currently secured by this Security Instrument; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Debt Instrument. For this purpose, Borrower irrevocably grants, conveys and warrants to Trustee, in trust, with power of sale, the following described property located in the

County	of	Utah	
[Type of Recording Jurisdiction]		[Name of Recording Jurisdiction]	
SEE ATTACHED EXHIBIT			

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which cu	rrently has the address of			
	8869 1	NORTH 3247 E	AST	
•		[Street]		
	SUNDANCE	, Utah	84604	_ ("Property Address"):
	[City]		[Zip Code]	` ' '

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 Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." The Property shall also include any additional property described in Section 20 of the Master Form Deed of Trust.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant, convey and warrant the Property and that the Property is unencumbered, except for encumbrances of record as of the execution date of this Security Instrument. Borrower further warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

MASTER FORM DEED OF TRUST

By the execution and delivery of this Security Instrument, Borrower agrees that all of the provisions of the Master Form Deed of Trust are hereby incorporated in their entirety into this Security Instrument. Borrower agrees to be bound by and to perform all of the covenants and agreements in the Master Form Deed of Trust. A copy of the Master Form Deed of Trust has been provided to Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it. Borrower also acknowledges receipt of a copy of this document and a copy of the Master Form Deed of Trust.

JOHN STANTON

- Borrower

AMY STANTQN

- Borrower

Lender Name: Wells Fargo Bank, N.A. NMLSR ID: 399801

Loan Originator's Name: Theresa Ann Easley

NMLSR ID: 994518

ACKNOWLE	EDGMENT:				
	al Acting In His/Her Own Right:				
State of CAN County of 51	NTA CLARA				
CALIFORNÍA	I, a Notary Public of the County, do hereby certify that	of SANTA	CLARA	, State of	
JOHN STANTON					,
AMY STANTON					•
	*				
			,		
	ared before me this <u>6</u> day of _ foregoing instrument.	JANUARY	,2018	, and acknowledged the	he
\	Witness my hand and official sea	al.			
M.	DARYL ROBIN WENRICH Commission # 1964863 Notary Public - California Santa Clara County ly Comm. Expires Jan 21, 2016				
	[Notary Seal]		I this I		
		Print Name	Notary Pu	un Wenzich	

My Commission expires: 01/21/2016



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EXHIBIT A

Reference: 20152940200043 Account: XXX-XXX7990-1998

Legal Description:

THE FOLLOWING TRACT(S) OF LAND IN UTAH COUNTY, STATE OF UTAH DESCRIBED AS FOLLOWS: UNIT 2, SUNDANCE COTTAGES, AN EXPANDABLE UTAH CONDOMINIUM PROJECT CONTAINING CONVERTIBLE LAND, AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP RECORDED MAY 20, 1987, IN THE OFFICE OF THE COUNTY RECORDER OF UTAH COUNTY, UTAH, AS ENTRY NO. 19867, AND MAP FILING NO. 3452, THE FIRST SUPPLEMENTAL RECORD OF SURVEY MAP RECORDED AUGUST 7, 1987, IN SAID OFFICE IN UTAH COUNTY, UTAH, AS ENTRY NO. 30293, MAP FILING NO. 3490, ARM 39, THE SECOND SUPPLEMENTAL RECORD OF SURVEY MAP RECORDED OCTOBER 21, 1987, IN SAID OFFICE IN UTAH COUNTY, UTAH AS ENTRY NO. 39178, MAP FILING NO. 3524, ARM 39, AND THE AMENDMENT TO RECORD SURVEY MAP, FIRST SUPPLEMENTAL RECORD OF SURVEY MAP AND SECOND SUPPLEMENTAL RECORD OF SURVEY MAP RECORDED NOVEMBER 23, 1987, IN SAID OFFICE IN UTAH COUNTY, UTAH AS ENTRY NO. 42825, MAP FILING NO. 3534, ARM 39, (AS SAID RECORD OF SURVEY MAP, FIRST SUPPLEMENTAL RECORD OF SURVEY MAP, SUPPLEMENTAL RECORD OF SURVEY MAP AND AMENDMENT TO RECORD OF SURVEY MAP MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND IN THE CONDOMINIUM DECLARATION THEREFORE RECORDED MAY 20, 1987, IN SAID OFFICE IN UTAH COUNTY, UTAH, AS ENTRY NO. 19868, IN BOOK 2417, AT PAGE 379, IN THE FIRST AMENDMENT TO CONDOMINIUM DECLARATION RECORDED JUNE 2, 1987, IN SAID OFFICE IN UTAH COUNTY, UTAH, AS ENTRY NO. 21563, IN BOOK 2421, AT PÁGE 254, IN THE SECOND AMENDMENT TO CONDOMINIUM DÉCLARATION RECORDED AUGUST 7, 1987 IN SAID OFFICE IN UTAH COUNTY, UTAH, AS ENTRY NO. 30294, IN BOOK 2440, AT PAGE 488, IN THE THIRD AMENDMENT TO CONDOMINIUM DECLARATION RECORDED OCTOBER 21, 1987 IN SAID OFFICE IN UTAH COUNTY, UTAH, AS ENTRY NO. 39179, IN BOOK 2461, AT PAGE 685, AND IN THE FOURTH AMENDMENT TO CONDOMINIUM DECLARATION RECORDED NOVEMBER 23, 1987 IN SAID OFFICE IN UTAH COUNTY, UTAH, AS ENTRY NO. 42826, IN BOOK 2470 AT PAGE 563 (AS SAID DECLARATION, FIRST AMENDMENT, SECOND AMENDMENT, THIRD AMENDMENT AND AMENDMENT MAY HAVE HERETOFORE **AMENDED** BEEN SUPPLEMENTED). TOGETHER WITH THE RESPECTIVE UNDIVIDED OWNERSHIP INTEREST IN SAID PROJECTS COMMON AREAS AND FACILITIES WHICH ARE APPURTENANT TO SAID UNITS AS ESTABLISHED BY SAID RECORD OF SURVEY MAP, SUPPLEMENTAL RECORD OF SURVEY MAP, SECOND SUPPLEMENTAL RECORD OF SURVEY MAP, AMENDMENT TO RECORD OF SURVEY, CONDOMINIUM DECLARATION, FIRST AMENDMENT, SECOND AMENDMENT, THIRD AMENDMENT AND FOURTH AMENDMENT AND ALLOWING FOR PERIODIC ALTERATION BOTH IN THE MAGNITUDE OF SAID UNDIVIDED OWNERSHIP INTEREST AND IN THE COMPOSITION OF THE COMMON AREAS AND FACILITIES TO WHICH SAID INTEREST RELATES. SAID CONDOMINIUM PROJECT IS SITUATED WITHIN THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE CORNER COMMON TO SECTIONS 10, 11, 14 AND 15, TOWNSHIP 5 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 0 DEGREES 07 MINUTES 50 SECONDS EAST 168.25 FEET; THENCE NORTH 49 DEGREES 01 MINUTES 00 SECONDS EAST 497.93 FEET; THENCE NORTH 0 DEGREES 50 MINUTES 00 SECONDS EAST 259.71 FEET; THENCE ALONG THE ARC OF A 211.27 FOOT RADIUS CURVE TO THE RIGHT 89.51 FEET, THE CHORD OF WHICH BEARS NORTH 66 DEGREES 55 MINUTES 14 SECONDS EAST 88.85 FEET; THENCE ALONG THE ARC OF A 87.70 FOOT RADIUS CURVE TO THE LEFT 66.28 FEET, THE CHORD OF WHICH BEARS

NORTH 57 DEGREES 24 MINUTES 22 SECONDS EAST 64.72 FEET; THENCE NORTH 92.23 FEET; THENCE NORTH 42 DEGREES 57 MINUTES 18 SECONDS WEST 329.41 FEET TO THE SOUTHEAST CORNER OF THE KENNETH FRANCK PROPERTY DESCRIBED AS LOT "A" AND LOT "B" ON ADMINISTRATIXS DEED 6437; THENCE ALONG THE SOUTH LINE OF SAID FRANCK PROPERTY SOUTH 89 DEGREES 52 MINUTES 10 SECONDS WEST 293.71 FEET TO THE EAST LINE OF TIMPHAVEN HOMES PLAT "2"; THENCE SOUTH 0 DEGREES 07 MINUTES 50 SECONDS EAST ALONG SAID PLAT LINE 820.35 FEET TO THE POINT OF BEGINNING. BASIS OF BEARINGS: THE SECTION LINE BETWEEN THE SOUTHWEST CORNER OF SECTION 11 AND THE WEST QUARTER CORNER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, BEING NORTH 0 DEGREES 07 MINUTES 50 SECONDS WEST. TOGETHER WITH (1) A PERPETUAL, NONEXCLUSIVE EASEMENT OVER, ALONG AND ACROSS THE PROPERTY DESCRIBED IN THE IMMEDIATELY SUCCEEDING PARAGRAPH (THE "SERVIENT TENEMENT") FOR PEDESTRIAN AND VEHICULAR INGRESS TO AND EGRESS FROM THE PROPERTY DESCRIBED IN THE IMMEDIATELY PRECEDING PARAGRAPH (THE "DOMINANT TENEMENT"); AND (2) A PERPETUAL .NONEXCLUSIVE EASEMENT IN. THROUGH, ALONG AND ACROSS THE SERVIENT TENEMENT TO INSTALL, USE, KEEP, MAINTAIN, REPAIR AND REPLACE, AS REQUIRED, UTILITY LINES, PIPES AND CONDUITS OF ALL TYPES FOR THE BENEFIT OF AND APPURTENANT TO THE DOMINANT TENEMENT. BEGINNING AT A POINT ON THE EASTERLY FEE TITLE BOUNDARY OF SUNDANCE COTTAGES, A UTAH CONDOMINIUM PROJECT, SAID POINT BEING NORTH 487.69 FEET AND EAST 516.31 FEET FROM THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE ARC OF AN 87.70 FOOT RADIUS CURVE TO THE LEFT 12.43 FEET, THE CHORD OF WHICH BEARS NORTH 31 DEGREES 41 MINUTES 31 SECONDS EAST 12.42 FEET; THENCE NORTH 27 DEGREES 37 MINUTES 50 SECONDS EAST 167.29 FEET; THENCE ALONG THE ARC OF A 98.81 FOOT RADIUS CURVE TO THE RIGHT 18.28 FEET TO THE SOUTHWESTERLY RIGHT OF WAY OF THE ALPINE LOOP HIGHWAY, THE CHORD OF WHICH BEARS NORTH 32 DEGREES 55 MINUTES 47 SECONDS EAST 18.25 FEET; THENCE ALONG THE ARC OF A 578.72 FOOT RADIUS CURVE TO THE RIGHT 30.30 FEET ALONG SAID RIGHT OF WAY, THE CHORD OF WHICH BEARS NORTH 42 DEGREES 33 MINUTES 01 SECONDS WEST 30.30 FEET; THENCE ALONG THE ARC OF A 128.81 FOOT RADIUS CURVE TO THE LEFT 28.68 FEET, THE CHORD OF WHICH BEARS SOUTH 34 DEGREES 00 MINUTES 35 SECONDS WEST 28.62 FEET; THENCE SOUTH 27 DEGREES 37 MINUTES 50 SECONDS WEST 124.06 FEET TO THE EASTERLY FEE TITLE BOUNDARY OF SAID COTTAGES; THENCE SOUTH 62.79 FEET ALONG SAID EASTERLY BOUNDARY TO THE POINT OF BEGINNING. TOGETHER WITH RIGHTS OF INGRESS AND EGRESS SET FORTH AS FOLLOWS: AN EASEMENT DEED RECORDED DECEMBER 18, 1986, AS ENTRY NO. 43593, IN BOOK 2367, AT PAGE 207, UTAH COUNTY RECORDERS OFFICE. AN EASEMENT DEED RECORDED DECEMBER 18, 1986, AS ENTRY NO, 43595, IN BOOK 2367, AT PAGE 215, UTAH COUNTY RECORDERS OFFICE. AN EASEMENT DEED RECORDED DECEMBER 18, 1986, AS ENTRY NO, 43599, IN BOOK 2367, AT PAGE 230, UTAH COUNTY RECORDERS OFFICE.