

297-204

E 125565 B 297 P 204
Date 16-Apr-2012 07:05AM
Fee: \$40.00 ACH
Filed By: CB
BRENDA NELSON, Recorder
MORGAN COUNTY
For: FIRST AMERICAN NCS - UTAH
Recorded Electronically by Simplifile

Return To:
UBS AG, Tampa Branch
1 Mortgage Way, Mount Laurel NJ 08054

Prepared By:
3000 Bayport Drive, Suite 100, Tampa, FL 33607

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 100448471226157973

RESPA

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated April 12, 2012 together with all Riders to this document.
- (B) "Borrower" is Lazy H. Ranch, LLC, a Utah limited liability company

Borrower is the trustor under this Security Instrument.

(C) "Lender" is UBS AG, Tampa Branch

Lender is a banking corp. operating through its US federally licensed branch organized and existing under the laws of Switzerland

Lender's address is 3000 Bayport Drive, Suite 100, Tampa, FL 33607

(D) "Trustee" is First American Title

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated April 12, 2012

The Note states that Borrower owes Lender

Two Million One Hundred Eighty-Eight Thousand Dollars and Zero Cents Dollars
(U.S. \$2,188,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 01, 2027

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) (specify) |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

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UTAH Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS
VMP ©
Wolfe & Kluwe Financial Services

Form 3045 1/01
VMFA(07)(1105)
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(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. 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 [Type of Recording Jurisdiction] of MORGAN [Name of Recording Jurisdiction]:

See Attached Legal Description

Tax Serial Number:
5155 South Highway 66
MORGAN
("Property Address"):

which currently has the address of
[Street]
[City], Utah 84050 [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." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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UTAH-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS
VMP ©
Wolters Kluwer Financial Services

Form 3045 101
VMP6A(UT) (5/10)
Page 3 of 16

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.

Witnesses:

Lazy H. Ranch, LLC, a Utah limited liability company

By J. Floyd Hatch (Seal)
J. Floyd Hatch, Manager Borrower

By Carol L. Hatch (Seal)
Carol L. Hatch, Manager Borrower

By David B. Hatch (Seal)
David B. Hatch, Manager Borrower

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UTAH Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS
VMP ©
Wells Fargo Financial Services

Form 1045 1/01
VMPBA(UF) (105)
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STATE OF Utah

COUNTY OF Salt Lake

On this 12th day of April, 2012, before me Anna Irons, Notary Public, personally appeared J. Floyd Hatch, Carol L. Hatch, and David B. Hatch, Managers of Lazy H Ranch, LLC, a Utah limited liability company, personally know to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument; and each have acknowledged to me that they have executed the same in their authorized capacity and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal
Printed name: ANNA IRONS

Notary Public, State of Utah

Commission no.: ~~AE 583297~~ AE 583297

My commission expires: 7-9-2014



UBS MortgagePlus RIDER

THIS UBS MortgagePlus RIDER is made this 12th day of April, 2012, and is incorporated into and will be deemed to amend and supplement the Mortgage Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's promissory note to UBS AG, TAMPA BRANCH or UBS BANK USA, as the case may be (each doing business as UBS Mortgage) ("Lender"), of the same date and covering the property described in the security instrument and located at: 5155 South Highway 66, Morgan, UT 84050

Borrower acknowledges and agrees as follows:

1. The loan is also secured by a Securities Collateral Pledge and Guaranty Agreement (the "Securities Pledge Agreement") dated prior to the date of this Rider and given by Borrower or by a third party (either, the "Pledgor"). Under the Securities Pledge Agreement, Pledgor has granted Lender a security interest in securities and other financial assets ("Securities Collateral") as additional collateral for the Loan.
2. The Securities Pledge Agreement specifies events of default that may result in Lender enforcing its rights under the Securities Pledge Agreement (including a sale of the Securities Collateral) even though there would not be a default under the Security Instrument. Enforcement of those rights may result in the proceeds of the Securities Collateral being applied to accrued interest, principal and other amounts secured by the Security Instrument, whether or not then due.
3. Section 22 of the Security Instrument, which requires Lender to provide advance notice to Borrower of various matters (including the existence of a default under the Security Instrument, Borrower's right to cure that default by a specified date and Lender's right to accelerate the Loan and sell the Property after that specified date), does not apply to or limit Lender's right to: (a) sell the Securities Collateral in accordance with the terms of the Securities Pledge Agreement; and (b) apply the proceeds of the Securities Collateral to amounts secured by the Security Instrument.
4. If a default occurs under the Security Instrument, Lender may, to the extent permitted by applicable law, enforce its rights under the Security Instrument and under the Securities Pledge Agreement in any order.

By signing below, Borrower accepts and agrees to the terms contained in this UBS MortgagePlus Rider.

Lazy H. Ranch, LLC, a Utah limited liability company

By J. Floyd Hatch
J. Floyd Hatch, Manager

12 April '12
Date

By Carol L. Hatch
Carol L. Hatch, Manager

4/12/2012
Date

By David B. Hatch
David B. Hatch, Manager

4/12/2012
Date



SECOND HOME RIDER

THIS SECOND HOME RIDER is made this 12th day of April, 2012, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" whether there are one or more persons undersigned) to secure Borrower's Note to UBS AG, Tampa Branch

(the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at: 5155 South Highway 66, Morgan, UT 84050

[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

6. Occupancy. Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's second home.

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MULTISTATE SECOND HOME RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM
INSTRUMENT
Form 3890 1/01 Page 1 of 2 Initials: *STH JAH*
VMP-385R (0811) VMP Mortgage Solutions, Inc. (800)521-7291



E 125565 B 297 P 220

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Second Home Rider.

Lazy H. Ranch, LLC, a Utah limited liability company

By J. Floyd Hatch (Seal)
J. Floyd Hatch, Manager Borrower

By Carol L. Hatch (Seal)
Carol L. Hatch, Manager Borrower

By David B. Hatch (Seal)
David B. Hatch, Manager Borrower

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MULTISTATE SECOND HOME RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM
INSTRUMENT Form 3890 1/01
VMD-365R (0811) Page 2 of 2



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EXHIBIT 'A'

File No.: NCS-515503-SLC1 (am)
Property: 5155 South Highway 66, Morgan, UT

11/21/2011

PARCEL 1:

A parcel of land located in the West Half of Section 5, Township 2 North, Range 3 East, Salt Lake Base and Meridian, Morgan County, Utah, described as follows:

BEGINNING at a point on the southerly right-of-way line of State Road 66, said point being South 00°45'15" East 461.01 feet along the west line of Section 5, Township 2 North, Range 3 East, Salt Lake Base and Meridian from the Northwest Corner of said Section 5, and thence along said southerly line the following ten courses: 1) South 44°00'14" East 268.30 feet, 2) South 45°59'46" West 27.00 feet to a point on the arc of a 617.04 foot radius non-tangent curve to the right, the center of which bears South 45°59'46" West, 3) Southeasterly 295.00 feet along said curve through a central angle of 27°23'34" and a long chord of South 30°18'27" East 292.20 feet, 4) South 16°36'40" East 99.46 feet, 5) North 73°23'20" East 27.00 feet to a point on the arc of a 583.00 foot radius non-tangent curve to the left, the center of which bears North 73°23'20" East, 6) Southeasterly 471.67 feet along said curve through a central angle of 46°21'15" and a long chord of South 39°47'17" East 458.91 feet, 7) South 62°57'55" East 134.53 feet to a point of tangency of a 1,357.17 foot radius curve to the right, 8) Southeasterly 154.00 feet along said curve through a central angle of 06°30'05" and a long chord of South 59°42'52" East 153.92 feet, 9) South 33°32'10" West 22.00 feet to a point on the arc of a 1,335.17 foot radius non-tangent curve to the right, the center of which bears South 33°32'10" West and 10) Southeasterly 151.33 feet along said curve through a central angle of 06°29'38" and a long chord of South 53°13'01" East 151.25 feet; thence South 31°48'32" West 472.97 feet; thence South 01°51'49" East 4,993.77 feet to the south line of said Section 5; thence South 85°32'04" West 715.71 feet to the Southwest Corner of said Section 5; thence North 02°16'32" West 2,468.46 feet to the West Quarter Corner of said Section 5; thence North 02°16'03" West 2,698.13 feet to the Southwest Corner of Lot 5 of said Section 5; thence along said west line of Section 5 North 00°45'15" West 1,438.28 feet to the POINT OF BEGINNING.

PARCEL 2:

Lots 17 and 24 of Section 6, Township 2 North, Range 3 East, Salt Lake Base and Meridian, Morgan County, Utah.

A.P.N.

Initials: _____