





ENT 98520:2013 PG 1 of 5
JEFFERY SMITH
UTAH COUNTY RECORDER
2013 Oct 22 10:21 am FEE 40.00 BY CLS
RECORDED FOR INDECOMM HOLDINGS INC

When Recorded Return To: Accurate Title Group 2925 Country Drive St. Paul, MN 55117

7909745/ 12415+ [Space Above This Line For Recording Data]

# This transaction is subject to RESPA.

1238930-04 SHORT FORM OPEN-END DEED OF TRUST

**DEFINITIONS** 

"Master Form" means that certain Master Form C			
03/25/10 , Document No. 24299-2010		, at Page(s)	
, for land situate in the County o	f <u>UTAH</u>		
"Security Instrument" means this document, document. "Borrower" is CALEB R. MUMFORD, MARRIED	witch is dated <u>10/04/1</u>	<u>.3</u> , together with all Riders to thi	S
The Borrower's address is 562 s High RENCH RD			

The Borrower's address is 562 s HIGH BENCH RE ALPINE, UT 84004

Borrower is the trustor under this Security Instrument.

"Co-Grantor" means any Borrower who signs this Security Instrument but does not execute the Debt Instrument.

"Lender" is KeyBank National Association

4910 Tiedeman Road, Suite B, Brooklyn, OH 44144

. Lender

is the beneficiary under this Security Instrument.

"Trustee" is

KEYBANK NATIONAL ASSOCIATION 431 E PARKCENTER BLVD BOISE, ID 83706

 this debt in Periodic Payments and to pay the debt in full not later than the Maturity Date, which is 10/09/2043. "Property" means the property that is described below under the heading "Transfer of Rights in the Property." "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.

# 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 at

562 S HIGH BENCH RD ALPINE, UT 84004

("Property Address"), which is also located in: the County of UTAH, in the State of Utah PPN # 11:054:0010 and as may be more fully described in Schedule A.

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 COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant, convey and warrant the Property, that the Property will not be used for or in connection with any illegal activity and that the Property is unencumbered as of the execution date of this Security Instrument, except for this Security Instrument and the encumbrances described in Schedule B, which is attached to this Security Instrument and incorporated herein by reference. Borrower further warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

## INCORPORATION OF MASTER FORM PROVISIONS

Definitions in the Master Form that are not set forth above and Section 1 through and including Section 23 of the Master Form, are incorporated into this Security Instrument by reference. Borrower acknowledges having received a copy of the Master Form and agrees to be bound by the Sections and paragraphs of the Master Form incorporated into this Security Instrument.

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:	
BORROWER:	

STATE OF UTAH	)			
COUNTY OF Salt Lake	): )	1.11	. ,	
The foregoing instrument was:	acknowledged befor	re me this	day of	ober,
My Commission Expires: O. J.C.  Notary Public  JECSICA FINLINGO  Commission Numbor 64944  My Commission Expires October 26, 2015  State of Utah  STATE OF UTAH	000 0 43 1 0 0	Notary-Public Residing at:	15 w. South	Temple
COUNTY OF	)			
The foregoing instrument was a, by	acknowledged befor	re me this	day of	,
My Commission Expires:		Notary Publ Residing at:	lic	,
STATE OF UTAH COUNTY OF	) ): )			
The foregoing instrument was a	acknowledged befor	of	day of, a	, the
My Commission Expires:		Notary Publ Residing at:	ic	
STATE OF UTAH	) ):			
COUNTY OF				
The foregoing instrument was a, by	cknowledged befor	e me this	day of	, the
	(	01	, a	
My Commission Expires:		Notary Publ	ic	

THIS INSTRUMENT PREPARED BY: KeyBank National Association / Kristy Young

### Schedule A

THE FOLLOWING DESCRIBED TRACT OF LAND IN UTAH COUNTY, STATE OF UTAH COMMENCING AT A POINT NORTH 857.93 FEET AND EAST 2666.49 FEET BASED ON UTAH STATE COORDINATE SYSTEM, CENTRAL ZONE FROM THE WEST ONE QUARTER CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN THENCE NORTH 00 DEGREES 34 MINUTES 17 SECONDS EAST ALONG A FENCE LINE 136.03 FEET THENCE NORTH 89 DEGREES 56 MINUTES 56 SECONDS EAST 780.06 FEET THENCE SOUTH 21 DEGREES 16 MINUTES 49 SECONDS EAST ALONG A FENCE LINE 145.94 FEET THENCE SOUTH 89 DEGREES 56 MINUTES 56 SECONDS WEST 834.39 FEET TO THE POINT OF BEGINNING. PARCEL 11 054 0010

### Schedule B

BORROWER AND LENDER REQUEST THE HOLDER OF ANY MORTGAGE, DEED OF TRUST OR OTHER ENCUMBRANCE WITH A LIEN WHICH HAS PRIORITY OVER THIS MORTGAGE TO GIVE NOTICE TO LENDER, AT LENDER'S ADDRESS SET FORTH ON PAGE ONE OF THIS MORTGAGE, OF ANY DEFAULT UNDER THE SUPERIOR ENCUMBRANCE AND OF ANY SALE OR OTHER FORECLOSURE ACTION.

\*U04365748\* 10203 10/17/2013 79097451/1

Reference Number: 132561725510C