





lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument, and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**5. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

**6. Inspection.** Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

**7. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.



**8. Fees.** Lender may collect fees and charges authorized by the Secretary.

**9. Grounds for Acceleration of Debt.**

**(a) Due and Payable.** Lender may require immediate payment in full of all sums secured by this Security Instrument if:

- (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
- (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property).

**(b) Due and Payable with Secretary Approval.** Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Secretary, if:

- (i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
- (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
- (iii) An obligation of the Borrower under this Security Instrument is not performed.

**(c) Notice to Lender.** Borrower shall notify Lender whenever any of the events listed in this Paragraph (a) (ii) or (b) occur.

**(d) Notice to Secretary and Borrower.** Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 9 (a) (ii) or (b). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed in lieu of foreclosure.

**(e) Trusts.** Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

**(f) Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within **SIXTY DAYS** from the date hereof, if permitted by applicable law Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **SIXTY DAYS** from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

**10. No Deficiency Judgments.** Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

**11. Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure



proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

**12. Lien Status.**

(a) **Modification.** Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) **Tax Deferral Programs.** Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(c) **Prior Liens.** Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**13. Relationship to Second Security Instrument.**

(a) **Second Security Instrument.** In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.

(b) **Relationship of First and Second Security Instruments.** Payments made by the Secretary shall not be included in the debt under the Note unless:

- (i) This Security Instrument is assigned to the Secretary; or
- (ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

(c) **Effect on Borrower.** Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note; or
- (ii) Be obligated to pay interest or shared appreciation under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.



(d) **No Duty of the Secretary.** The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.

**14. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**15. Successors and Assigns Bound; Joint and Several Liability.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

**16. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

**17. Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**18. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and this Security Instrument.

**NON-UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**19. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

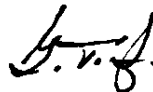
If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

**20. Foreclosure Procedure.** If Lender requires immediate payment in full under Paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and of the election to cause the Property to be sold and shall record such notice in each county in which any part of the Property is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of the sale to the persons and in the manner prescribed by applicable law. After the time



required by applicable law, Trustee, without demand on Borrower, 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 Trustee determines. Trustee may in accordance with applicable law, postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser 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. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the county clerk of the county in which the sale took place.

21. **Lien Priority.** The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.

22. **Adjustable Rate Feature.** Under the Note, the initial stated interest rate of 5.990% which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board in Statistical Release H.15 (519) ("Index") plus a margin. If the Index is no longer available, Lender will use as a new Index any index prescribed by the Secretary. Lender will give Borrower notice of the new Index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on the first day of OCTOBER 2007, and on  that day of each succeeding year  the first day of each succeeding month ("Change Date") until the loan is repaid in full.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

(Annually Adjusting Variable Rate Feature) The Calculated Interest Rate cannot be more than 2.0% higher or lower than the Existing Interest Rate, nor can it be more than 5.0% higher or lower than the Initial Interest Rate.

(Monthly Adjusting Variable Rate Feature) The Calculated Interest Rate will never increase above FIFTEEN AND 990/1000 percent ( 15.990 %).

The Calculated Interest Rate will be adjusted if necessary to comply with these rate limitation(s) and will be in effect until the next Change Date. At any Change Date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

24. **Substitute Trustee.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

25. **Request for Notices.** Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.



26. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

Condominium Rider  Shared Appreciation Rider  Planned Unit Development Rider  
 Other (Specify) **TRUST RIDER**

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Gerald T. Smith (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower  
GERALD T SMITH

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

SEE ATTACHED SIGNATORY EXHIBIT INCORPORATED HEREIN BY THIS REFERENCE

[Space Below This Line For Acknowledgment]

STATE OF UTAH, SALT LAKE COUNTY SS:

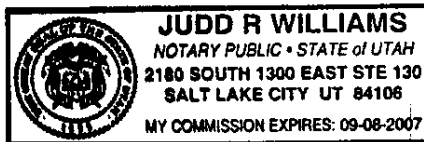
On the 26 day of July, 2007 A.D. personally appeared before me

Gerald T Smith

of the within instrument who duly acknowledged to me that He, the signer(s) executed the same.

My commission expires: 09-08-2007

Judd R Williams  
Notary Public  
Residing at SALT LAKE





**SIGNATURE EXHIBIT**

*Gerald T. Smith*  
GERALD T. SMITH

*Trustee*  
- TRUSTEE

- TRUSTEE

- TRUSTEE

- TRUSTEE

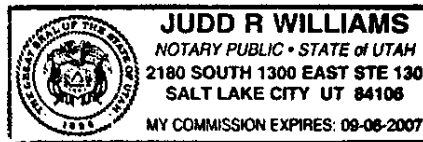
STATE OF UTAH

COUNTY OF SALT LAKE

On the 26<sup>th</sup> day of July, 2007, personally appeared before me GERALD T. SMITH, as trustee of the GERALD T. SMITH TRUST DATED OCTOBER 1<sup>ST</sup> 1991, did say that the foregoing instrument was signed and executed in behalf of said trust, by authority.

Judd R Williams  
Notary Public  
Residing At: SALT LAKE

My Commission Expires: 09-08-2007



# INTER VIVOS REVOCABLE TRUST RIDER

## DEFINITIONS USED IN THIS RIDER.

(A) "Revocable Trust." **The THE GERALD T. SMITH TRUST**  
Trust created under trust instrument  
dated **OCTOBER 1ST, 1991**, for the benefit of **GERALD T. SMITH, , ,**

(B) "Revocable Trust Trustee(s)."  
**GERALD T. SMITH, , ,**  
trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)."  
**GERALD T. SMITH, , ,**  
settlor(s) of the Revocable Trust signing below.

(D) "Lender."  
**WELLS FARGO BANK, N.A.**

(E) "Security Instrument." The Deed of Trust, Mortgage or Security Deed and any riders thereto of the same date as this Rider given to secure the Note to Lender of the same date made by the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s) and any other natural persons signing such Note and covering the Property (as defined below).

(F) "Property." The property described in the Security Instrument and located at:  
**5523 SOUTH CAPRI DRIVE, MURRAY, UT 84123**

[Property Address]

**THIS INTER VIVOS REVOCABLE TRUST RIDER** is made this **26TH** day of **JULY 2007**, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), and the Revocable Trust Settlor(s) and the Lender further covenant and agree as follows:

### A. INTER VIVOS REVOCABLE TRUST.

#### 1. CERTIFICATION AND WARRANTIES OF REVOCABLE TRUST TRUSTEE(S).

The Revocable Trust Trustee(s) certify to Lender that the Revocable Trust is an inter vivos revocable trust for which the Revocable Trust Trustee(s) are holding full title to the Property as trustee(s).  
**0077877066**

**MULTISTATE INTER VIVOS REVOCABLE TRUST RIDER**

NMFL #: 00570 (QEIV, QEV2)

REV. 10/02/2006

Page 1 of 3 Initials:   *G.T.S.*

The Revocable Trust Trustee(s) warrants to Lender that (i) the Revocable Trust is validly created under the laws of the State of UTAH ; (ii) the trust instrument creating the Revocable Trust is in full force and effect and there are no amendments or other modifications to the trust instrument affecting the revocability of the Revocable Trust; (iii) the Property is located in the State of UTAH ; (iv) the Revocable Trust Trustee(s) have full power and authority as trustee(s) under the trust instrument creating the Revocable Trust and under applicable law to execute the Security Instrument, including this Rider; (v) the Revocable Trust Trustee(s) have executed the Security Instrument, including this Rider, on behalf of the Revocable Trust; (vi) the Revocable Trust Settlor(s) have executed the Security Instrument, including this Rider, acknowledging all of the terms and conditions contained therein and agreeing to be bound thereby; (vii) only the Revocable Trust Settlor(s) and the Revocable Trust Trustee(s) may hold any power of direction over the Revocable Trust; (viii) only the Revocable Trust Settlor(s) hold the power to direct the Trustee(s) in the management of the Property; (ix) only the Revocable Trust Settlor(s) hold the power of revocation over the Revocable Trust; and (x) the Revocable Trust Trustee(s) have not been notified of the existence or assertion of any lien, encumbrance or claim against any beneficial interest in, or transfer of all or any portion of any beneficial interest in or powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or power of revocation over the Revocable Trust.

**2. NOTICE OF CHANGES TO REVOCABLE TRUST AND TRANSFER OF POWERS OVER REVOCABLE TRUST TRUSTEE(S) OR REVOCABLE TRUST OR BOTH; NOTICE OF CHANGE OF REVOCABLE TRUST TRUSTEE(S); NOTICE OF CHANGE OF OCCUPANCY OF THE PROPERTY; NOTICE OF TRANSFER OF BENEFICIAL INTEREST IN REVOCABLE TRUST.**

The Revocable Trust Trustee(s) shall provide timely notice to Lender promptly upon notice or knowledge of any revocation or termination of the Revocable Trust, or of any change in the holders of the powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or of any change in the holders of the power of revocation over the Revocable Trust, or both, or of any change in the trustee(s) of the Revocable Trust (whether such change is temporary or permanent), or of any change in the occupancy of the Property, or of any sale, transfer, assignment or other disposition (whether by operation of law or otherwise) of any beneficial interest in the Revocable Trust.

**B. ADDITIONAL BORROWER(S).**

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s), jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by Lender as if such party were named as "Borrower" in the Security Instrument.

Initials: 

**C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN THE REVOCABLE TRUST.**

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Revocable Trust.**

If, without Lender's prior written consent, (i) all or any part of the Property or an interest in the Property is sold or transferred or (ii) there is a sale, transfer, assignment or other disposition of any beneficial interest in the Revocable Trust, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Inter Vivos Revocable Trust Rider.

*Gerald T. Smith*  
GERALD T. SMITH  
Trustee of the THE GERALD T. SMITH TRUST  
Trust under trust instrument dated OCTOBER 1ST  
, 1991, for the  
benefit of GERALD T. SMITH

-Borrower

*Gerald T. Smith Trustee*  
Trustee of the THE GERALD T. SMITH TRUST  
Trust under trust instrument dated OCTOBER 1ST  
, 1991, for the  
benefit of \_\_\_\_\_

-Borrower

\_\_\_\_\_  
Trustee of the THE GERALD T. SMITH TRUST  
Trust under trust instrument dated OCTOBER 1ST  
, 1991, for the  
benefit of \_\_\_\_\_

-Borrower

\_\_\_\_\_  
Trustee of the THE GERALD T. SMITH TRUST  
Trust under trust instrument dated OCTOBER 1ST  
, 1991, for the  
benefit of \_\_\_\_\_

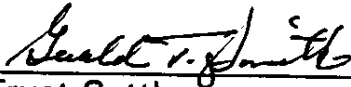
-Borrower

**INTER VIVOS REVOCABLE TRUST AS BORROWER -  
ACKNOWLEDGMENT**

**BY SIGNING BELOW, the undersigned, Settlor(s) of the  
THE GERALD T. SMITH TRUST**

**Trust under trust instrument dated OCTOBER 01, 1991 for the benefit of  
GERALD T. SMITH**

acknowledges all of the terms and covenants contained in this Security  
Instrument and any rider(s) thereto and agrees to be bound thereby.



\_\_\_\_\_  
-Trust Settlor  
GERALD T. SMITH

\_\_\_\_\_  
-Trust Settlor

\_\_\_\_\_  
-Trust Settlor

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-Trust Settlor

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NMFL #8899A (QRTA) Rev 8/8/2005  
WFO4: 11/03

WELLS FARGO BANK, N.A.  
MULTI-STATE CERTIFICATION  
OF TRUST

This document is acceptable in the following states: Arkansas, California, Delaware, District of Columbia, Idaho, Iowa, Kansas, Maine, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, North Carolina, Oregon, South Carolina, Tennessee, Utah, Virginia, and Wyoming.

(Office Use Only)

Wells Fargo Home Mortgage Acct # \_\_\_\_\_  
Wells Fargo Consumer Credit Group #200 \_\_\_\_\_

All Trustees must sign this Certification.

In connection with the credit extended or to be extended by Wells Fargo Bank, N.A. ("WFB") to Gerald T. Smith  
\_\_\_\_\_  
("Borrower"), each Trustee, being first duly sworn, certifies, represents and warrants as follows:

**TRUST INFORMATION**

Trust Name (as stated in the Trust Agreement): Revocable Trust Agreement of Gerald T. Smith  
Names of All Settlers/Trustors/Grantors: Gerald T. Smith

Date Trust Was Executed: 10-01-1991 State or Jurisdiction under Which Trust Was Established: Utah

Date(s) of any Amendments to the Trust: 01-11-1999 & 12-24-2003

Taxpayer Identification Number (Please indicate whether it is a Social Security Number or Employer Identification Number) / Trust Identification Number: 528-32-9622

The Trust is validly created and is duly existing under the applicable state law.

At least one Borrower is the settlor, trustee, and beneficiary. If this Certification of Trust is used in conjunction with a reverse mortgage transaction, in lieu of the forgoing statement, Borrower represents and warrants that all Borrowers are the only settlers and the only lifetime beneficiaries of the Trust.

Type of Trust

Revocable: Persons having power to revoke, modify or amend the Trust Agreement (Check one):

All Settlers/Trustors/Grantors:

Other (if none, so indicate): \_\_\_\_\_

Names of the persons holding power to revoke the Trust: \_\_\_\_\_

Irrevocable or Testamentary

Manner in which title to Trust property should be titled: Gerald T. Smith, Trustee of the Revocable Trust Agreement of Gerald T. Smith

For California Trusts only, the legal description of any interest in real property held in trust:

**TRUSTEES**

Names of All Original Trustees:

Gerald T. Smith

Names and Addresses of All Currently Acting Trustees:

Gerald T. Smith 5523 S. Capri, Murray, UT 84123

Names of All Successor Trustees (if none, so indicate) :

Jayne L. Anderson  
Wanda Susan Smith

• The Trustee(s) named in this Certification of Trust are all the currently acting and authorized Trustee(s) of the Trust and is/are duly qualified under applicable law to serve as trustee(s).

• Under the terms of the Trust Agreement (Please check the box that applies).

Each Trustee is authorized to act independently for the benefit of the Trust and without the consent of any other person.

The Trustees are not authorized to act independently, but only with the consent of:

Both/All Trustees or  any \_\_\_\_ (insert number) Trustees  
(If neither box is checked, "both/all" applies.)

• In the case of multiple Trustees of the Trust, under the terms of the Trust Agreement (Please check the box that applies):

The signatures of all the Trustees are required to exercise the powers of the Trust.

The signature of any \_\_\_\_ (insert number) of the Trustees is required to exercise the powers of the Trust.  
(If neither box is checked, "all" applies.)

• The Trustee(s) are or are not (if neither box is checked, "are not" applies) authorized by the Trust to do any of the following:

Are  Are not Borrow money, except as limited by the following (if none, so indicate): \_\_\_\_\_

Are  Are not Sell, convey, pledge, mortgage, lease, encumber, or transfer title to any interest in real estate, except as limited by the following (if none, so indicate): \_\_\_\_\_

Are  Are not Hold legal title to and manage the property that has been placed in Trust, except as limited by the following (if none, so indicate): \_\_\_\_\_

Are  Are not Construct realty, except as limited by the following (if none, so indicate): \_\_\_\_\_

• Indicate any restrictions imposed on the Trustee(s) in dealing with the assets of the Trust (if none, so indicate):

none

• For New Mexico Trusts ONLY: If action is to be undertaken by an agent, the delegation of the action to the agent is not prohibited by the trust instrument.

• For Tennessee Trusts ONLY: Where there are successor trustees designated, a third party may rely on the authority of one (1) or more successors without proof of their succession.

• The Trust exists. To the best of the Trustees' knowledge, the Trust is in full force and effect and has not been terminated, revoked, modified or amended in any way that would cause the representations in this Certification of Trust to be inaccurate or incorrect.

• None of the Settlers/Trustors/Grantors are deceased or incapacitated.

• The Trustees will promptly notify WFB in writing of any change in the Trustees or of any amendment or modification to the Trust that would cause the representations made in this Certification of Trust to become inaccurate or incorrect. In addition to the foregoing, if this Certification of Trust is used in conjunction with a reverse mortgage transaction, the trustees will also notify WFB in writing of the the death of any beneficiary, any change of occupancy by any beneficiary, any conveyance of the real property held in Trust, or any transfer of any beneficial interest in the real property held in Trust.

• The representations made in this Certification of Trust are true and correct and WFB may rely on such representations until it receives a revised Certification of Trust.



- This Certification of Trust was completed by the Trustees, NOT WFB.
- The Trustees, jointly and severally, agree to indemnify WFB and each of its officers, directors, employees and agents from, and hold such persons harmless against any claims, judgments, surcharges, settlement amount, or other liabilities or costs of defense or settlement (including attorneys' fees) arising out of or related to actual or alleged improper actions taken by WFB at the direction of the Trustees. This indemnification is made by the undersigned Trustees in their Trustee and individual capacities.
- This Certification of Trust is being signed by all the currently acting Trustee(s) and is being sworn under the penalty of perjury before a notary public.
- There are no claims, challenges of any kind, or cause of action alleged, which contest or question the validity of the Trust or the trustee's authority to act for the Trust.

The Trustees agree to provide a new Certification of Trust for any changes to representations made in this Certification of Trust. The representations and obligations stated in this Certification of Trust shall survive the termination of the Trust Agreement and discharge/release of the mortgage/deed of trust securing the above referenced extension of credit by WFB to the Borrower.

**DECLARATION UNDER PENALTY OF PERJURY**

All currently acting Trustees must sign below. (Each signature must be notarized.)

Each Trustee declares under penalty of perjury under the laws of the state in which this Certification of Trust is executed that the foregoing is true and correct and that this Certification of Trust is executed at

(City/State)

*Donald V. Smith Trustee* on 7/24/07  
 Trustee: \_\_\_\_\_ Date

Trustee: \_\_\_\_\_ on \_\_\_\_\_ Date

Trustee: \_\_\_\_\_ on \_\_\_\_\_ Date

Trustee: \_\_\_\_\_ on \_\_\_\_\_ Date

State of \_\_\_\_\_

\_\_\_\_\_ County

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Notary Public  
(Seal)

\* SEE ATTACHED NOTARY

**FOR USE WITH REVOCABLE TRUSTS ONLY**

STATE OF UTAH

COUNTY OF SALT LAKE

On the 26<sup>th</sup> day of July, 2007, personally appeared before me GERALD T. SMITH, as trustee of the GERALD T. SMITH TRUST DATED OCTOBER 1<sup>ST</sup> 1991, did say that the foregoing instrument was signed and executed in behalf of said trust, by authority.

Judd R. Williams  
Notary Public  
Residing At: SALT LAKE

My Commission Expires: 09-08-2007

