

ENT 110694:2012 PG 1 of 5 JEFFERY SMITH

UTAH COUNTY RECORDER 2012 Dec 14 3:54 pm FEE 40,00 BY CLS RECORDED FOR OLD REPUBLIC NATIONAL TIT

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Prepared by KeyBank National Association Old Republic Title P. O. Box 16430 Boise, ID 83715 51369. IS HEN RECORDED RETURN TO: [Space Above This Line For Recording Data] OLD REPUBLIC TITLE. ATTN: POST CLOSINGIS transaction is subject to RESPA. 530 SOUTH MAIN STREET **SUITE 1031** AKRON, OH 443 SHORT FORM OPEN-END DEED OF TRUST DEFINITIONS Words used in multiple sections of this Security Instrument are defined below and in the Master Form. "Master Form" means that certain Master Form Open-End Deed of Trust recorded in the Office of the Recorder on 03/25/10 , Document No. 24299-2010 , in Book ______, at Page(s) _ , for land situate in the County of UTAH "Security Instrument" means this document, which is dated 12/03/12, together with all Riders to this document. "Borrower" is KENNETH D. CAHOON, MARRIED CAROL JOAN CAHOON, MARRIED The Borrower's address is 425 w 1680 s OREM, UT 84058 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 "Debt Instrument" means the loan agreement or other credit instrument signed by Borrower and dated the same day as this Security Instrument. The Debt Instrument evidences amounts Borrower owes Lender, or may owe

Lender, which may vary from time to time up to a maximum principal sum outstanding at any one time of U.S. \$ _

150,000.00

plus interest. Borrower has promised to pay

this debt in Periodic Payments and to pay the debt in full not later than the Maturity Date, which is 12/07/2047. "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

425 W 1680 S OREM, UT 84058

("Property Address"), which is also located in: the County of UTAH, in the State of Utah PPN # 55-092-0006 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:
Kennethe Groon
KËNNETH D. CAHOON
BORROWER:
Card Joan Cahoon
CAROL JOAN CAHOOM
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Schedule A

SITUATED IN THE COUNTY OF UTAH, AND STATE OF UTAH: ALL OF LOT 6, PLAT G, WILDWOOD HOLLOW ESTATES SUBDIVISION, OREM, UTAH COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE RECORDER, UTAH COUNTY, UTAH.

Schedule B

Reference Number: 122721444550C