ENT 112604: 2015 PG 1 of 5

Jeffery Smith

Utah County Recorder

2015 Dec 16 02:18 PM FEE 40.00 BY CS

RECORDED FOR American Title - Team 1

ELECTRONICALLY RECORDED

After recording, return recording information to: 20151130160 American Title, Inc.
PO Box 641010
Omaha, NE 68164-1010

This instrument prepared by: Wells Fargo Bank, N.A. VALERIE TIMM DOCUMENT PREPARATION 11601 N. Black Canyon Hwy Phoenix, AZ 85029 1-866-537-8489

Tax Serial No: 55:533:0017

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

REFERENCE #: 20153099800012

ACCOUNT#: XXX-XXX-XXX3941-1998

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>December 04, 2015</u>, together with all Riders to this document.
- **(B) "Borrower"** is <u>RICHARD MANNING AND MICHELE MANNING</u>, <u>HUSBAND AND WIFE</u>, <u>AS JOINT TENANTS</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>December 04, 2015</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>SEVENTY FIVE THOUSAND AND 00/100THS</u> Dollars (U.S. \$ 75,000.00) 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 January 04, 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 <u>Utah</u> 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	<u>Utah</u>	:
[Type of Recording Jurisdiction]		[Name of Recording Jurisdiction]	_

THE FOLLOWING DESCRIBED TRACT OF LAND WITHIN UTAH COUNTY, STATE OF UTAH TO WIT: LOT 17, PLAT "A", WILLOW RIDGE ESTATES SUBDIVISION, HIGHLAND, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER, UTAH COUNTY, UTAH.

which currently	y has the address o	f		
		9883 N 6250 W		
· .		[Street]		
	HIGHLAND	, Utah	84003	_ ("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.

RICHARD MANNING

- Borrower

MICHELE MANNING

- Borrower

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

Loan Originator's Name: Jessica Kendrick Jones

NMLSR ID: 1340058

ACKNOWLEDGMENT:		
For An Individual Acting In His/Her Own Right:		
State of Utan		
County of Utan	. 1-	
, a Notary Public of the County o	f Utoin	, State of
RICHARD MANNING		
MICHELE MANNING		
	`	
	,	
•		
personally appeared before me this day of execution of the foregoing instrument.	Decomber 2015	and acknowledged the
Witness my hand and official seal		
	•	
		•
		•
[Notary Seal]	Naira Yamilen	Salomone
	Print Name:	
	Notary Publ	ic S
NOTARY PUBLIC NAIRA YAMILEN SALOMONE		
684261 COMMISSION EXPIRES		
JULY 20, 2019	•	
STATE OF UTAH		

My Commission expires: