

11730116  
9/25/2013 8:05:00 AM \$40.00  
Book - 10180 Pg - 1160-1164  
Gary W. Ott  
Recorder, Salt Lake County, UT  
INDECOMM GLOBAL SERVICES  
BY: eCASH, DEPUTY - EF 5 P.

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

1215886-02 [Space Above This Line For Recording Data]

79050118-01

**This transaction is subject to RESPA.**

**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 03/01/10, Document No. 10905580, in Book 9807, at Page(s) 1560, for land situate in the County of SALT LAKE.

“Security Instrument” means this document, which is dated 09/13/13, together with all Riders to this document.

“Borrower” is

MICHAEL R. FLOYD, MARRIED  
DEBORAH L. FLOYD, MARRIED

The Borrower’s address is 9450 S MECKAILEE CV  
SANDY, UT 84094

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. \$ 63,500.00 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 09/18/2048.  
"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  
9450 S MECKAILEE CV SANDY, UT 84094

("Property Address"), which is also located in:  
the County of SALT LAKE, in the State of Utah  
PPN # 28 08 127 025  
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."

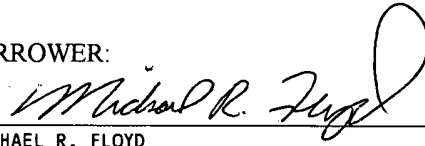
BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant, convey and warrant the Property, that the Property will not be used for or in connection with any illegal activity and that the Property is unencumbered as of the execution date of this Security 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:



MICHAEL R. FLOYD

BORROWER:



DEBORAH L. FLOYD

BORROWER:

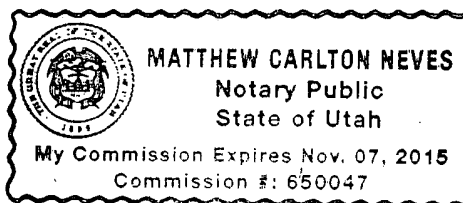
BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:



STATE OF UTAH )  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of September, 2013, by ~~Michael and Deborah Floyd~~ Michael & Floyd & Deborah Floyd

My Commission Expires: 11/7/15

Matthew Carlton Neves  
Notary Public  
Residing at: SLC, UT

STATE OF UTAH )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_

STATE OF UTAH )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_

STATE OF UTAH )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_

**THIS INSTRUMENT PREPARED BY:** KeyBank National Association / Kristy Young

**Schedule A**

THE FOLLOWING DESCRIBED TRACT OF LAND IN SALT LAKE COUNTY, STATE OF UTAH, TO WIT. LOT 15, 94TH STREET P.U.D., ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH. THIS BEING THE SAME PROPERTY CONVEYED TO MICHAEL R. FLOYD AND DEBORAH L. FLOYD, HUSBAND AND WIFE, DATED 04.26.2012 AND RECORDED IN INSTRUMENT NO. 11379416, IN THE SALT LAKE COUNTY RECORDERS OFFICE. PARCEL NO. 28 08 127 025

**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.



Reference Number: 132321827020C