After Recording Return To Wells Fargo Bank, N.A. Attn: Document Mgt. P.O. Box 31557 MAC B6955-013 Billings, MT 59107-9900

This instrument prepared by: Wells Fargo Bank, N.A. Michele F Vann DOCUMENT PREPARATION 7711 PLANTATION RD ROANOKE, VA 24019 3224 1-866-537-8489

13206418 3/2/2020 9:08:00 AM \$40.00 Book - 10903 Pg - 8317-8324 **RASHELLE HOBBS** Recorder, Salt Lake County, UT **INGEO SYSTEMS** BY: eCASH, DEPUTY - EF 8 P.

Tax Serial No: 16092590320000

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

REFERENCE #: 98506223 Return to: Dawn Tetlak/AEG ACCOUNT#: XXX-XXX 5398-1998

5455 Detroit Rd, STE B Sheffield Village, OH 44054 **DEFINITIONS** 440-716-1820 8

46839188-04 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 February 18, 2020, together with all Riders to this document.
- (B) "Borrower" is Stephen Edward Roll and Carolyn Godfrey Roll, Trustees of the Stephen E. Roll and Carolyn G. Roll Living Trust, dated the 13th day of April, 2016. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is Wells Fargo Bank, N.A.. Lender is a national bank organized and existing under the laws of the United States. Lender's address is 101 North Phillips Avenue, Sioux Falls, SD 57104. 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 February 18, 2020. 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, ONE HUNDRED THOUSAND AND 00/100THS Dollars (U.S. \$ 100,000.00) 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 March 18, 2050.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

UTAH-SHORT FORM OPEN-END SECURITY INSTRUMENT UT107006, HCWF#983v4 (2/10/2018)

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(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 X Third Party Rider <u>N/A</u> Other(s) [specify] (I) "Master Form Deed of Trust" means the Master Form Open-End Deed of Trust dated June 14, 2007, and recorded on July 12, 2007, as Instrument No. 10160683 in Book 9490 at Page 407-419 of the Official Records in the Office of the Recorder of Salt Lake 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 [Name of Recording Jurisdiction] [Type of Recording Jurisdiction] THE FOLLOWING DESCRIBED TRACT OF LAND IN SALT LAKE CITY, SALT LAKE COUNTY, UTAH, TO WIT: LOT 56 AND LOT 57, BLOCK 19, DOUGLAS PARK, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK F OF PLATS AT PAGE 72 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER, ALSO: COMMENCING 150 FEET WEST OF THE NORTHEAST CORNER OF LOT 63, BLOCK 19, DOUGLAS PARK SUBDIVISION, OF BLOCK 28, FIVE ACRE PLAT C, BIG FIELD SURVEY, AND RUNNING THENCE WEST 50 FEET; THENCE NORTH 7 FEET; THENCE EAST 50 FEET; THENCE SOUTH 7 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDERS OFFICE. THIS BEING THE SAME PROPERTY CONVEYED TO STEPHEN EDWARD ROLL AND CAROLYN GODFREY ROLL, TRUSTEES OF THE STEPHEN E. ROLL AND CAROLYN G. ROLL LIVING TRUST, DATED THE 13TH DAY OF APRIL, 2016, BY DEED FROM STEPHEN E. ROLL AND CAROLYN G. ROLL, DATED 04/13/2016 AND RECORDED ON 05/06/2016 IN INSTRUMENT NO. 12274595, IN THE SALT LAKE COUNTY RECORDERS OFFICE. PARCEL ID NO. 16092590320000 which currently has the address of 1791 E MICHIGAN AVE [Street] SALT LAKE CITY 84108-1319 ("Property Address"): [Zip Code] [City] TOGETHER WITH all the improvements now or hereafter erected on the property, and all

UTAH-SHORT FORM OPEN-END SECURITY INSTRUMENT

UT-107003-0118

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(page 2 of 6 pages) Documents Processed 02-14-2020 11:37:02 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.

Carolyn Godfrey Roll, Trustee of the Stephen E. Roll and Carolyn G. Roll Living
Trust, dated April 13, 2016

- Borrower

Stephen Edward Roll, Trustee of the Stephen E. Roll and Carolyn G. Roll Living Trust, - Borrower dated April 13, 2016

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

Loan Originator's Name: HAN DUC NGOC NGUYEN

NMLSR ID: 1773325

UTAH-SHORT FORM OPEN-END SECURITY INSTRUMENT UT107006, HCWF#983v4 (2/10/2018) UT-107006-0118

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| ACKNOWLEDGMENT: | | | |
|---|-------------------|-----------------------------|-------------------------|
| For An Individual Acting In His/Her Own Right: State of | | | |
| County of Sult ala | | | |
| I, a Notary Public of the County of, do hereby certif | Salt y that | UKE | , State of |
| Carolyn Godfrey Roll, Trustee of the Stephen E. Roll and Carol | yn G. Roll Livins | g Trust, dated April 13, 20 | <u>116</u> |
| Stephen Edward Roll, Trustee of the Stephen E. Roll and Caroly | n G. Roll Living | Trust, dated April 13, 20 | <u>16</u> |
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| personally appeard before me this 19th day of execution of the foregoing instrument. | tebruc | <u>m 200</u> | O, and acknowledged the |
| Witness myhand and official seal. | | | |
| SARA L DROUAILLET Notary Public - State of Utah Comm. No. 707517 My Commission Expires on Aug 1, 2023 | | | |
| [Notary Seal] | Print Name | Notaky Public | |
| | | | |
| | | | |
| | | | |
| My Commission expires: 08 01 | 2023 | _ | |

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| For An mulvidual Trustee Borrower. | | | |
|---|--|--|--|
| State of County of Salt lake | | | |
| I | | | |
| Carolyn Godfrey Roll, Trustee of the Stephen E. Roll and Carolyn G. Roll Living Trust, dated April 13, 2016 | | | |
| | | | |
| Stephen Edward Roll, Trustee of the Stephen E. Roll and Carolyn G. Roll Living Trust, dated April 13, 2016 | | | |
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| personally appeared before me this day and acknowledged that s/he is the Trustee for the Trust known as the Stophen E. Coll and Conorun 5. Coll Living that, and that s/he executed the foregoing instrument in his/her capacity as Trustee for the said Trust, and that s/he was authorized to do so in the trust instrument pursuant to which | | | |
| Witness my hand and notarial seal on this the Bth day of February, | | | |
| and the field and flotal fall sear on this title | | | |
| | | | |
| | | | |
| , | | | |
| [NOTARIAL SEAL] | | | |
| Print Name: Notary Public | | | |
| SARA L DROUAILLET Notary Public - State of Utah Comm. No. 707517 My Commission Expires on Aug 1, 2023 | | | |
| My commission expires: 08/01/2023 | | | |

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Wells Fargo Bank, N. A.

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on February 18, 2020 is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned Trustee(s) to secure the Debt Instrument from Carolyn Godfrey Roll, Stephen Edward Roll, (individually and collectively referred to as the "Debtor") to Wells Fargo Bank, N. A. (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property") and located at:

1791 E MICHIGAN AVE , SALT LAKE CITY, UT 84108-1319 [Property Address]

In addition to the covenants and agreements made in the Security Instrument, the undersigned Trustee(s) and Lender further covenant and agree as follows:

With respect to the <u>Stephen E. Roll and Carolyn G. Roll Living Trust</u> (the "Trust"), the Security Instrument constitutes a third party mortgage/deed of trust and grant of security interest by the undersigned as Trustee(s) of said Trust in the Property to secure the Debt Instrument of the Debtor to the Lender.

Consequently, references in the Security Instrument to "Borrower" refer to the undersigned Trustee(s) and the Debtor if the context in which the term is used so requires. Without limiting the generality of the foregoing, the use of the term "Borrower" in the context of warranties, representations and obligations pertaining to the Property shall refer to the undersigned Trustee(s). The use of the term "Borrower" in the context of the requirements under the Debt Instrument shall refer to the Debtor.

Except with respect to the obligation(s) of the undersigned as individuals, and not as Trustee(s), with respect to the Debt Instrument before the date first set forth herein above and the obligation(s) of the undersigned as individuals with respect to the Debt Instrument prior to the transfer of the Property into the Trust, the Trust and the undersigned, as Trustee(s), are not liable for the debt evidenced by the Debt Instrument and are a party hereunder only insofar as their interest in the Property is made subject to the Security Instrument.

Further, revocation of the Trust, transfer of the Property by the Trust, or death of any Debtor shall constitute an event of default under the Security Instrument.

| By signing below, the undersigned Trustee(s) accept(s) and agree(s) to the terms and provisions contained in this |
|---|
| Third Party Rider. |
| Carolin Godfrey Rell, Invotes |
| Carolyn Godfrey Roll, Trustee of the Stephen E. Roll and Carolyn G. Roll Living Trust, dated April 13, 2016 |
| Atthew Edward Roll, Mutter |
| Stephen Edward Roll, Trustee of the Stephen E. Roll and Carolyn G. Roll Living Trust, dated April 13, 2016 |

Attach this Rider to the Security Instrument before Recording

Loan Originator's Name: HAN DUC NGOC NGUYEN NMLSR ID: 1773325

3rd Party Rider, HE101137 HCWF#132.v10 (11/16/19) HE-101137-0419

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