13336000 7/22/2020 8:07:00 AM \$40.00 Book - 10983 Pg - 7430-7437 RASHELLE HOBBS Recorder, Salt Lake County, UT INGEO SYSTEMS BY: eCASH, DEPUTY - EF 8 P.

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

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

> Return to: Dawn Tetlak/LRS 5455 Detroit Rd, STE B Sheffield Village, OH 44054 440-716-1820

Tax Serial No: 16-14-128-010-0000

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

REFERENCE #: 107544900

DEFINITIONS

4999132-54

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>July 10, 2020</u>, together with all Riders to this document.
- (B) "Borrower" is CYNTHIA A. BECKWITH AND RYAN D. DUTCHER AND THEIR SUCCESSORS AS TRUSTEES OF THE BECKWITH DUTCHER LIVING TRUST DATED OCTOBER 4, 2019, WHO ACQUIRED TITLE AS, CYNTHIA A. BECKWITH AND RYAN D. DUTCHER AND THEIR SUCCESSORS AS TRUSTEES OF THE DUTCHER BECKWITH LIVING TRUST DATED OCTOBER 4, 2019. 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 <u>July 10, 2020</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>ONE HUNDRED FIFTY THOUSAND AND 00/100THS</u> Dollars (U.S. \$ <u>150,000.00</u>) plus interest. Borrower has promised to pay this debt in Periodic Payments and to pay the debt in full not

UTAH-SHORT FORM OPEN-END SECURITY INSTRUMENT UT107006, HCWF#983v4 (6/12/2020) UT-107006-061220

(page 1 of 6 pages) Documents Processed 07-08-2020 16:45:07 later than seven (7) calendar days after August 10, 2050.

- (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/ <u>A</u>	Leasehold Rider	
X	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>July 12, 2007</u>, as Instrument No. <u>10160683</u> in Book <u>9490</u> at Page <u>407 - 419</u> of the Official Records in the Office of the Recorder of <u>Salt Lake</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	Salt Lake	:
[Type of Recording Jurisdiction]		[Name of Recording Jurisdiction]	

THE FOLLOWING LANDS AND PROPERTY, TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON, LYING IN SALT LAKE COUNTY, UT TO WIT: LOT 32, ST. MARY HILLS PLAT F, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH. THIS BEING THE SAME PROPERTY CONVEYED TO CYNTHIA A. BECKWITH AND RYAN D. DUTCHER AND THEIR SUCCESSORS AS TRUSTEES OF THE DUTCHER BECKWITH LIVING TRUST DATED OCTOBER 4, 2019, BY DEED FROM CYNTHIA A. BECKWITH AND RYAN D. DUTCHER, DATED 10/04/2019 AND RECORDED ON 10/10/2019 IN INSTRUMENT NO. 13096203, IN THE SALT LAKE COUNTY RECORDERS OFFICE. PARCEL NO. 16-14-128-010-0000

which currently has the address of 1467 S Wilton WAY				
	[Street]			
Salt Lake City	, Utah	84108-2548 ("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

UTAH-SHORT FORM OPEN-END SECURITY INSTRUMENT UT107006, HCWF#983v4 (6/12/2020) UT-107006-061220

(page 2 of 6 pages) Documents Processed 07-08-2020 16:45:07 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.

٠	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.
	abrillable, as trustel of me Bulush Mutcher
7	Cynthia & Beckwith, as trustee of the Beckwith Dutcher Living Trust dated October 4, -Borrower
	Cynthia & Beckwith, as trustee of the Beckwith Dutcher Living Trust dated October 4, - Borrower
	Mather as mysee of the Beekaith Distehn Civing Trust dated October 4, 7019
	Trust dated October 4, 7319
	Ryan D. Dutcher, as trustee of the Beckwith Dutcher Living Trust dated October 4, - Borrower
	2019

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

Loan Originator's Name: LISA ANN FARKAS NMLSR ID: 1137997

UTAH-SHORT FORM OPEN-END SECURITY INSTRUMENT UT107006, HCWF#983v4 (6/12/2020) UT-107006-06122

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ACKNOWLEDGMENT:	
For An Individual Acting In His/Her Own Right: State of	
County of Salt Lake	
Utah I, a Notary Public of the County of Salt Lake, do hereby certify that	, State of
Cynthia A. Beckwith, as trustee of the Beckwith Dutcher Living Trust dated October 4, 2019	
Ryan D. Dutcher, as trustee of the Beckwith Dutcher Living Trust dated October 4, 2019	
personally appeard before me this 10 day of July ,2020, a execution of the foregoing instrument.	and acknowledged the
Witness myhand and official seal.	•
[Notary Seal] Print Name: Mark A. Fells of Notary Public	<u></u>
NOTARY PUBLIC MARK A FELLOWS 702717 COMMISSION EXPIRES OCTOBER 09, 2022 STATE OF UTAM	

My Commission expires: D Cycler 9, 2022

UTAH-SHORT FORM OPEN-END SECURITY INSTRUMENT UT107006, HCWF#983v4 (6/12/2020) UT-107006-06122

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State of Utah County of Salt Lake I Mark A. Fellows, a Notary Public of the State of Utah do hereby certify that
Cynthia A. Beckwith, as trustee of the Beckwith Dutcher Living Trust dated October 4, 2019
Ryan D. Dutcher, as trustee of the Beckwith Dutcher Living Trust dated October 4, 2019
personally appeared before me this day and acknowledged that s/he is the Trustee for the Trust known as the Beckust h Dutcher Living Trust dates Uctober 4, 2019 , 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 the said Trust was created. Witness my hand and notarial seal on this the 10 day of 10 day of 10 day.
[NOTARIAL SEAL] Print Name: Notary Public
My commission expires: Detaber 9, 2022

For An Individual Trustee Borrower:

Referènce Number: 107544900

Wells Fargo Bank, N. A.

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on <u>July 10, 2020</u> 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 <u>Cynthia A. Beckwith, Ryan D. Dutcher</u>, (individually and collectively referred to as the "Debtor") to <u>Wells Fargo Bank, N. A.</u> (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property") and located at:

1467 S Wilton WAY, Salt Lake City, UT 84108-2548 [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>Beckwith Dutcher 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. hi, as trustee of the Beckushe Klutcher
Swing Trust dated October 4, 2019 Outhing A Reckwith as trustee of the Reckwith Dutcher Living Trust dated October 4, 2019
Cynthia A Beckwith, as trustee of the Beckwith Dutcher Living Trust dated October 4, 2019
Cynthia of Beckwith, as trustee of the Beckwith Dutcher Living Trust dated gotober 4, 2019 living Trust White as Justile of the Beckwith Dutcher Living Trust Gather October 4, 2019
Ryan D. Dutcher, as trustee of the Beckwith Dutcher Living Trust dated October 4, 2019

Loan Originator's Name: LISA ANN FARKAS

NMLSR ID: 1137997

Attach this Rider to the Security Instrument before Recording