

FILED

IN THE FOURTH JUDICIAL DISTRICT COURT FOR UTAH COUNTY

MAR 13 2024

STATE OF UTAH

4TH DISTRICT  
STATE OF UTAH  
UTAH COUNTY

**RAY CURTIS PAYNE**  
1981 W 450 N,  
Lehi, Utah 84043  
(rcurtispayne@me.com)

PLAINTIFF,

VS.

**KEY BANK**  
OH-01-51-4002  
Cleveland, Ohio 44101-4968  
(daniel@scalleyreading.net)

DEFENDANT.

**SCALLEY READING BATES  
HANSEN & RASMUSSEN P.C.,**  
*Successor Trustee*  
15 West South Temple, Ste. 600  
Salt Lake City, Utah 84101  
(Loss\_Mitigation@keybank.com)

*; and All Persons Known, Unknown claiming  
any legal or equitable right, title, estate, lien,  
or interest in the Property described in the  
Complaint adverse to Plaintiff's title thereto;*

DEFENDANT(s).

Case No. 240400931

*Judge Brady*

**COMPLAINT  
TO  
QUIET TITLE**  
*Verified Complaint*



ENT 16045=2024 PG 1 of 36  
**ANDREA ALLEN**  
**UTAH COUNTY RECORDER**  
2024 Mar 13 02:51 PM FEE 40.00 BY KR  
RECORDED FOR PAYNE, RAY

Parcel No.: **66:385:0006** (1.398 ac.)  
Parcel Address: **1981 W 450 N, Lehi UT 84043**  
Loan Number: **8308079249**

**COMPLAINT TO QUIET TITLE**

AND NOW, comes the Plaintiff, Ray Curtis Payne, by and through himself, *pro se*, to file the instant complaint and in support thereof as follows:

**PARTIES**

1. The Plaintiff, **Ray Curtis Payne**, is an individual residing in Utah County, Utah.
2. The Defendants, **Key Bank** (*KeyBank National Association*) a corporation conducting business regularly in Utah County, Utah, *and Scalley Reading Bates Hansen & Rasmussen P.C.*, as Successor Trustee, a Professional Corporation conducting Business regularly in Utah County, Utah.

### **JURISDICTION AND VENUE**

3. Jurisdiction and venue are proper in this court and county in that this action seeks, among other things, a determination regarding the Plaintiff's right, title, and interest in certain real property located in **Utah County, Utah**.

### **GENERAL ALLEGATIONS**

4. The Plaintiff, R. Curtis Payne, owns the real property located in Utah County, Utah more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.
5. Defendant, KEY BANK is a corporation that was entrusted with this possession as evidenced herein through Exhibit "B" attached hereto and incorporated herein by this reference (*Entry #: 119916-2019 for Parcel No. 66:385:0006*).
6. The Defendant purports to claim some rights, title, or interest in the property described in the instant matter thereby giving rise to the instant controversy.
7. The property at issue in this action is located in 1981 West 450 North, Lehi, UT 84043 located in Utah County, Utah.
8. Defendants John Does 1-100 (*Specifically, but not limited to TyCor Management, LLC*) are the owners of other properties over which are adjacent to the Property in question; these parties will be identified and joined as named Defendants upon completion of a survey throughout the process of discovery.

9. The Plaintiffs entrusted the Defendant with the property in a Trust (*Entry #: 119916-2019 for Parcel No. 66:385:0006; 1.398 ac.*) on the Property evidenced herein as Exhibit "B" attached hereto and incorporated herein by this reference.

10. Recently, the Plaintiffs have demanded that the Defendant restore possession of the property described in the instant matter to no avail and the Defendant purports to claim some right, title, or interest in the property described in the instant matter thereby giving rise to the instant controversy.

11. As a result, the Plaintiff is seeking a determination regarding the Plaintiff's rights, title, and interest in certain real property located in Utah County, Utah.

### **COUNT I**

#### **[Declaratory Judgment / Quiet Title]**

12. The Plaintiff hereby references and incorporates Paragraphs 1 through 11 as though set forth herein at length.

13. The Plaintiff, Ray Curtis Payne, owns the real property located in Utah County, Utah more particularly described on Exhibit "A" attached hereto (*Entry #: 119916-2019 for Parcel No. 66:385:0006*) and incorporated herein by this reference.

14. Plaintiff is entitled to this Court's declaration and decree determining that the Plaintiff owns and holds the rights to the property described in the instant matter and quieting title to such property in favor of the Plaintiffs.

### **COUNT II**

#### **[Trespass]**

15. The Plaintiff hereby references and incorporates Paragraphs 1 through 11 as though set forth herein at length.

16. The Defendant purports to claim some rights, title, or interest in the property described in the instant matter thereby giving rise to the instant controversy.

17. Recently, the Plaintiffs have demanded that the Defendant restore possession of the property described in the instant matter to no avail and the Defendant purports to claim some right, title, or interest in the property described in the instant matter thereby giving rise to the instant controversy.

18. The Defendants deprivation in restoring the property fully and indisputably to the Plaintiff constitutes an unlawful trespass.

19. As a result of the trespass of said defendants, plaintiffs have been damaged in an amount to be proven in a trial by jury as direct and proximate cause of the Defendant's conduct described and evidenced herein.

20. Plaintiff is entitled to judgment for trespass against Defendants as well as damages in an amount to be proven in a **Trial by Jury** as direct and proximate cause of the conduct described herein.

### COUNT III

#### [Proper Notice of Trustee's Sale - Errors]

21. The Plaintiff hereby references and incorporates Paragraphs 1 through 11 as though set forth herein at length.

22. The Defendant purports to claim some rights, title, or interest in the property described in the instant matter thereby giving rise to the instant controversy.

23. The Defendant is seeking to foreclose on the Property, and has also falsely included the neighbor's property for foreclosure (*1969 W 450 N, Lehi UT 84043; Parcel No. 66:385:0005*) in the Notice of Trustee's Sale (Dated February 5, 2024), for which the Defendant does not have any interest or rights whatsoever therein (See Exhibit "A").

24. The Defendant clearly knew that the Parcel that was presented and used for the Lien was only the 1.38 ac. Parcel located at 1981 W450 N, Lehi UT 84043, and the neighbor's property/parcel (located at 1981 W450 N, Lehi UT 84043; Parcel No. 66:385:0005), nor anyone else's property or parcel should be included in the lien or a foreclosure (See Exhibits "A", "B", & "C").

25. The Defendants initiated a non-judicial foreclosure sale of Plaintiffs property without proper legal notice or authority. The Defendants did not perform the legal requirement for the Trustee's Sale for the Property (scheduled on March 15, 2024), in respect to advertising in the local newspaper once a week for 3 weeks prior to the sale, wherein the property resides (ie. the "Lehi Free Press" -the local newspaper).

26. As a result of the Defendant's fraudulent conduct, Plaintiff has suffered compensatory general and special damages in an amount according to proof. Additionally, the Defendants acted with malice, fraud and/or oppression and, thus Plaintiff is entitled to and award of punitive damages.

#### COUNT IV

##### [No Money Exchanged, Invalid Lien]

27. The Plaintiff hereby references and incorporates Paragraphs 1 through 11 as though set forth herein at length.

28. The Defendant purports to claim some rights, title, or interest in the property described in the instant matter thereby giving rise to the instant controversy.

29. The Defendant drafted a mortgage lien, in which the transaction was never consummated by actually giving the funds (resulting of such lien & mortgage note), totaling \$1,903,622.00 (See Exhibit "B") directly to the Borrower (the Plaintiff), as stated in the Deed of Trust.

30. As a result of the Defendant's fraudulent conduct, Plaintiff has suffered compensatory general and special damages in an amount according to proof. Additionally, the Defendants acted with malice, fraud and/or oppression and, thus Plaintiff is entitled to and award of punitive damages.

**COUNT IV**

**[Claim For Damages]**

31. The Plaintiff hereby references and incorporates Paragraphs 1 through 11 as though set forth herein at length.

32. Defendants have, in violation of the Plaintiff's rights, deprived the Plaintiff out of full and undisputed possession of the property in the instant matter.

33. Defendant has no right to obstruct Plaintiff's possession and enjoyment of the property described in the instant matter.

34. Although Plaintiff has requested that the Defendants desist from their misconduct described in the instant matter, the Defendant has failed and refused to do so.

35. As a direct and proximate result of Defendant's impeding Plaintiff's access to the full possession and utilization of the property in the instant matter, the Plaintiff has suffered damages through, among other things, an inability to use and enjoy the property and other damages in an amount to be fully determined in a trial by jury.

36. Plaintiff is entitled to judgment for trespass against Defendants as well as damages in an amount to be proven in a trial by jury as direct and proximate cause of the conduct described herein.

**COUNT V**

**[Injunction]**

37. The Plaintiff hereby references and incorporates Paragraphs 1 through 11 as though set forth herein at length.

38. Defendant's denial of Plaintiff's full possession and utilization of their property as alleged above has caused and continues to cause to Plaintiff's a harm for which there is no plain, speedy, or adequate remedy at law.

39. Defendant has precluded Plaintiff's access and possession of the property in the instant matter which has caused and is continuing to cause great and irreparable injury to the Plaintiff for which there is no plain, speedy, or adequate remedy at law.

40. Plaintiff is entitled to this Court's injunction enjoining and restraining Defendant from taking any action to inhibit or preclude the Plaintiff from obtaining access to their respective property described in the incessant matter and to otherwise remove any impediment to such access.

#### **JURY TRIAL DEMANDED**

41. The Plaintiff hereby demands a trial by jury with regards to any and all genuine disputes of material fact.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff demands judgment against Defendant as follows:

1. Under Count I, Plaintiff is entitled to this Court's declaration and decree determining that the Plaintiff owns and holds rightful possession of the property in the instant matter and quieting title to such property in favor of the Plaintiff.
2. Under Count II, Plaintiff is entitled to judgment in an amount to be proven in a trial by jury.


3. Under Count III, Plaintiff is entitled to judgment in an amount to be proven in a trial by jury.

4. Under Count IV, Plaintiff is entitled to this Court's injunction enjoining and restraining Defendants from taking any action to inhibit or preclude Plaintiff from obtaining full access and possession of the property in the instant matter as well as requiring the Defendants to remove all impediments to such access and enjoyment.

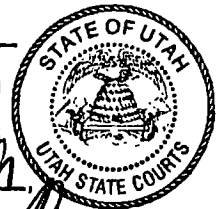
5. Under all counts, for Plaintiff's costs and fees and for such other and further relief as the Court deems appropriate.


DATED: March 12, 2024

Respectfully Submitted,

  
RAY CURTIS PAYNE

STATE OF UTAH  
COUNTY OF Utah  
I hereby certify that the document to which this certificate is attached is a full, true and correct copy of the original filed in the Utah State Courts.  
WITNESS my hand and seal  
this 12 day of March,  
20 24.  
DISTRICT/JUVENILE COURT



  
CLERK



# EXHIBIT "A"

PROPERTY OWNER/LIENHOLDER: RAY CURTIS PAYNE

PROPERTY ADDRESS: 1982 W 300 N, Lehi UT 84043

PROPERTY PARCEL No. 66:385:0006

PARCEL LEGAL DESCRIPTION: Legal Non-Conforming Duplex Located at

**Tax Description:** LOT 2, PLAT B, SPRING MEADOW RANCHES SUB AREA 1.010 AC. ALSO PART LOT 1, PLAT B, SPRING MEADOW RANCHES SUB DESCRIBED AS FOLLOWS:: COM N 123.95 FT & W 828.17 FT FR S 1/4 COR. SEC. 7, T5S, R1E, SLB&M.; N 88 DEG 54' 51" W 46.74 FT; N 1 DEG 18' 23" W 366.41 FT; ALONG A CURVE TO L (CHORD BEARS: S 63 DEG 23' 8" E 33.5 FT, RADIUS = 61 FT); S 1 DEG 18' 24" E 26.32 FT; N 88 DEG 41' 37" E 21.73 FT; S 0 DEG 29' 34" E 326.41 FT TO BEG. AREA 0.388 AC. TOTAL AREA 1.398 AC.

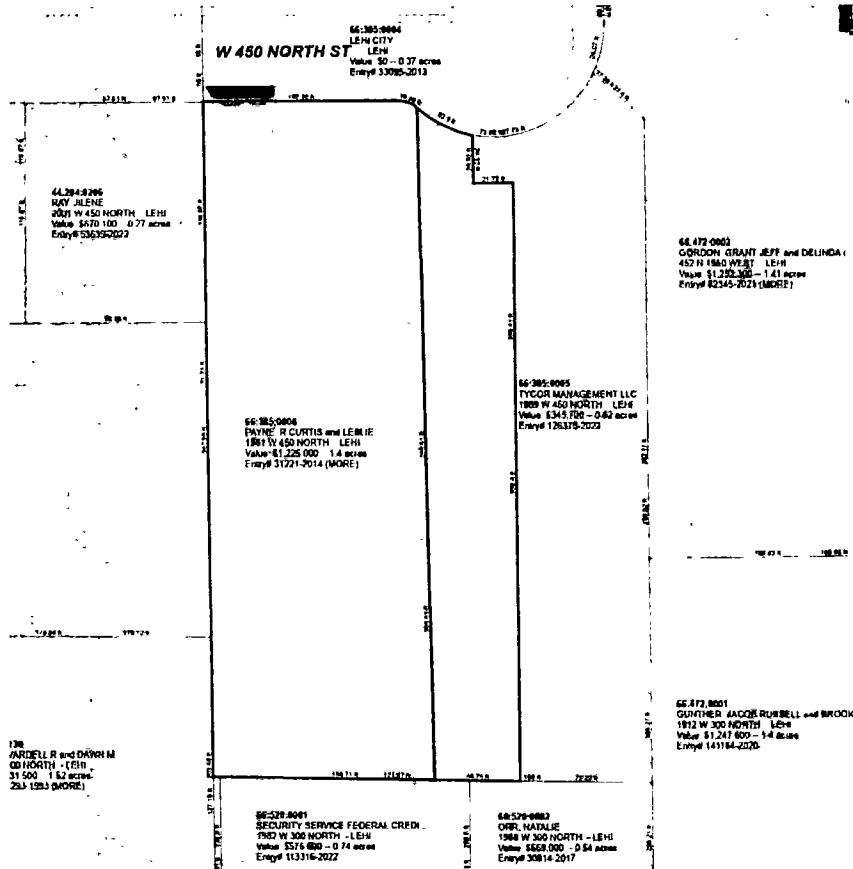


EXHIBIT "B"

DEED OF TRUST

&

NOTICE OF TRUSTEE'S SALE

DEED OF TRUST FOR:	KEY BANK
ENTRY NO. FOR DEED OF TRUST:	<b>Entry No. 119916-2019</b>
PROPERTY OWNER/LIENHOLDER:	R. CURTIS PAYNE (ie. Ray Curtis Payne)
PROPERTY ADDRESS:	1981 W 450 N, Lehi UT 84043
PROPERTY PARCEL No.	<b>66:385:0006</b>

NOTICE OF TRUSTEE'S SALE

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The following described real property will be sold at public auction to the highest bidder, purchase price payable in lawful money of the United States of America at the time of sale, at the east main entrance of the Utah County Courthouse, a/k/a Fourth Judicial District Center, 137 North Freedom Boulevard, Provo, Utah, on Friday, March 15, 2024, at the hour of 11:00 a.m. of that day for the purpose of foreclosing a deed of trust originally executed by Ray C. Payne, h/t/a R. Curus Payne, and Leslie Payne, in favor of KeyBank National Association, covering real property located at approximately 1969 West 450 North, Lehi (Parcel 1 [66-385-0005]) and 1981 West 450 North, Lehi, (Parcel 2 [66-385-0006]), Utah County, Utah, and more particularly described as:

SEE ATTACHED EXHIBIT "A"

The current beneficiary of the trust deed is KeyBank National Association, and the record owner of the property as of the recording of the notice of default is Tycor Management LLC as to Parcel 1 and R. Curtis Payne and Leslie Payne as to Parcel 2. The trustee's sale of the aforescribed real property will be made without warranty as to title, possession, or encumbrances. Bidders must be prepared to tender a cashier's check in the amount of \$50,000.00 at the sale. The balance of the purchase price must be paid by cashier's check or wire transfer received by 12:00 noon the following business day. The trustee reserves the right to void the effect of the trustee's sale after the sale based upon information unknown to the trustee at the time of the sale, such as a bankruptcy filing, a loan reinstatement, or an agreement between the trustor and beneficiary to postpone or cancel the sale. If so voided, the only recourse of the highest bidder is to receive a full refund of the money paid to the trustee. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

DATED this 5<sup>th</sup> day of February, 2024

Scalley Reading Bates Hansen & Rasmussen,  
P.C., successor trustee



By: Marlon L. Bates  
Its: Supervising Partner  
15 West South Temple, Ste. 600  
Salt Lake City, Utah 84101  
Telephone: (801) 531-7870  
Business Hours: 9:00 a.m. to 5:00 p.m.  
Trustee No. 53075-272F

## EXHIBIT "A"

PARCEL 1: A PORTION OF LOT 1, PLAT "B", SPRING MEADOW RANCHES A RESIDENTIAL SUBDIVISION, LEHI, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE. ALSO DESCRIBED AS FOLLOWS: COMMENCING AT A POINT LOCATED SOUTH 89 DEG 51'15" WEST ALONG THE SECTION LINE 755.97 FEET AND NORTH 124.52 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 88 DEG 54'50" WEST 72.22 FEET; THENCE NORTH 00°29'34" WEST 326.40 FEET; THENCE SOUTH 88 DEG 41'37" WEST 21.73 FEET; THENCE NORTH 01 DEG 18'23" WEST 26.32 FEET; THENCE ALONG A NON-TANGENT 61.0 FOOT RADIUS CURVE TO THE LEFT 79.42 FEET (CHORD BEARS NORTH 63 DEG 22'11" EAST 73.92 FEET); THENCE SOUTH 48 DEG 49'38" EAST 37.39 FEET; THENCE SOUTH 00 DEG 29'34" EAST 362.11 FEET TO THE POINT OF BEGINNING.

PARCEL 2: LOT 2 AND A PORTION OF LOT 1, PLAT "B", SPRING MEADOWS RANCHES; A RESIDENTIAL SUBDIVISION, LEHI, UTAH; ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE. ALSO DESCRIBED AS FOLLOWS: COMMENCING AT A POINT LOCATED SOUTH 89 DEG 51'15" WEST ALONG THE SECTION LINE 755.97 FEET AND NORTH 124.52 FEET AND NORTH 88 DEG 54'50" WEST 72.22 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 88 DEG 54'50" WEST 168.11 FEET; THENCE NORTH 00 DEG 40'45" WEST 367.99 FEET; THENCE EAST 107.22 FEET; THENCE ALONG A 15.0 FOOT RADIUS CURVE TO THE RIGHT 11.14 FEET (CHORD BEARS SOUTH 68 DEG 43'54" EAST 10.88 FEET); THENCE ALONG A 61.0 FOOT RADIUS CURVE TO THE LEFT 33.93 FEET (CHORD BEARS SOUTH 63 DEG 23'55" EAST 33.50 FEET); THENCE SOUTH 01 DEG 18'23" EAST 26.32 FEET; THENCE NORTH 88 DEG 41'37" EAST 21.73 FEET; THENCE SOUTH 00 DEG 29'34" EAST 326.40 FEET TO THE POINT OF BEGINNING. SITUATE IN THE COUNTY OF UTAH, STATE OF UTAH.

MORE CORRECTLY DESCRIBED AS:

PARCEL 1: A PORTION OF LOT 1, PLAT "B", SPRING MEADOW RANCHES A RESIDENTIAL SUBDIVISION, LEHI, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE. ALSO DESCRIBED AS FOLLOWS: COMMENCING AT A POINT LOCATED SOUTH 89 DEG 51'15" WEST ALONG THE SECTION LINE 755.97 FEET AND NORTH 124.52 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 88 DEG 54'50" WEST 72.22 FEET; THENCE NORTH 00°29'34" WEST 326.40 FEET; THENCE SOUTH 88 DEG 41'37" WEST 21.73 FEET; THENCE NORTH 01 DEG 18'23" WEST 26.32 FEET; THENCE ALONG A NON-TANGENT 61.0 FOOT RADIUS CURVE TO THE LEFT 79.42 FEET (CHORD BEARS NORTH 63 DEG 22'11" EAST 73.92 FEET); THENCE SOUTH 48 DEG 49'38" EAST 37.39 FEET; THENCE SOUTH 00 DEG 29'34" EAST 362.11 FEET TO THE POINT OF BEGINNING.

PARCEL 2: LOT 2 AND A PORTION OF LOT 1, PLAT "B", SPRING MEADOW RANCHES, A RESIDENTIAL SUBDIVISION, LEHI, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE, ALSO DESCRIBED AS FOLLOWS: COMMENCING AT A POINT LOCATED SOUTH 89 DEG 51'15" WEST ALONG THE SECTION LINE 755.97 FEET AND NORTH 124.52 FEET AND NORTH 88 DEG 54'50" WEST 72.22 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 88 DEG 54'50" WEST 168.11 FEET; THENCE NORTH 00 DEG 40'45" WEST 367.99 FEET; THENCE EAST 107.22 FEET; THENCE ALONG A 15.0 FOOT RADIUS CURVE TO THE RIGHT 11.14 FEET (CHORD BEARS SOUTH 68 DEG 43'54" EAST 10.88 FEET); THENCE ALONG A 61.0 FOOT RADIUS CURVE TO THE LEFT 33.93 FEET (CHORD BEARS SOUTH 63 DEG 23'55" EAST 33.50 FEET); THENCE SOUTH 01 DEG 18'23" EAST 26.32 FEET; THENCE NORTH 88 DEG 41'37" EAST 21.73 FEET; THENCE SOUTH 00 DEG 29'34" EAST 326.40 FEET TO THE POINT OF BEGINNING. SITUATE IN THE COUNTY OF UTAH, STATE OF UTAH.

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Jeffery Smith  
Utah County Recorder  
2019 Nov 15 09:17 AM FEE 40.00 BY LT  
RECORDED FOR Lender Recording Services Inc.  
ELECTRONICALLY RECORDED

After Recording Return To:  
KeyBank National Association  
Accurate Title Group  
6000 Freedom Square, Suite 300  
Independence, OH 44111

[Space Above This Line For Recording Data]

This transaction is subject to RESPA.

DEED OF TRUST

Lender (Name and NMLSR Number)

KeyBank National Association  
399797

Return to: Dawn Tetlow/AEG  
5455 Detroit Rd, STE B  
Sheffield Village, OH 44054  
440-718-1820 14

Loan Originator (Name and NMLSR Number)

Abigail Angeles Rasmussen  
1005501

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DEFINITIONS

4391444-05

Words used in multiple sections of this document are defined below and other words are defined elsewhere in this document. Certain rules regarding the usage of words used in this document are also provided in Section 14.

"Security Instrument" means this document, which is dated 10/22/19 together with all Riders to this document.

"Borrower" is  
RAY C. PAYNE, MARRIED  
MITA R. CURTIS PAYNE  
LESLIE PAYNE, MARRIED

The Borrower's address is 1981 W 450 N  
LEHI, UT 84043

Borrower is the trustor under this Security Instrument. PPN # 66-385-0006

"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

is the beneficiary under this Security Instrument.

"Trustee" is

KEYBANK NATIONAL ASSOCIATION  
4910 TIEDEMAN ROAD  
BROOKLYN, OH 44144

"Debt Instrument" means the promissory note signed by Borrower and dated 10/22/19. The Debt Instrument states that Borrower owes Lender U.S. \$ 1,903,622.00 plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 11/06/49.

"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.

"Applicable Law" means all controlling applicable federal law and, to the extent not preempted by federal law, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

"Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners' association or similar organization.

"Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

"Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 4) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

"Periodic Payment" means the payment amounts as they become due under the Debt Instrument.

"RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

"Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Debt Instrument and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Debt 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

1981 W 450 N LEHI, UT 84043  
("Property Address"), which is also located in:

the County of UTAH, in the State of Utah  
PPN # 66-385-0006  
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 seized 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.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Prepayment, Other Charges and Escrows.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Debt Instrument and any prepayment charges, late charges and other charges due under the Debt Instrument. Payments due under the Debt Instrument and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Debt Instrument or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Debt Instrument and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer

Payments are deemed received by Lender when received at the location designated in the Debt Instrument or at such other location as may be designated by Lender in accordance with the notice provisions in Section 13. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future.

Subject to Applicable Law, Lender may, upon notice either before or after the execution of this Security Instrument, require Borrower to pay amounts into an escrow or impound account with the Lender up to the maximum amount permitted by law for the payment of all (a) taxes, assessments (including condominium assessments, if any) and other items which may attain priority over this Security Instrument; (b) premiums for any insurance required by Lender under Section 4; and (c) leasehold payments or ground rents on the Property, if any.

**2. Application of Payments or Proceeds.** Except as otherwise provided in the Debt Instrument or Applicable Law, Lender may apply payments in any order that Lender deems appropriate. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Debt Instrument shall not extend or postpone the due date of subsequent Periodic Payments.

**3. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any.

Borrower shall promptly discharge any lien which has priority over this Security Instrument other than those liens set forth in Schedule B unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien that can attain priority over this Security Instrument and which is not set forth in Schedule B, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 3.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**4. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or

similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 4 also shall become additional debt secured by this Security Instrument. These amounts shall bear interest at the rate applicable to the Debt Instrument from time to time, from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Debt Instrument up to the amount of the outstanding balance of the Loan. Upon Lender's request, Borrower shall promptly give to Lender copies of all policies, renewal certificates, receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Debt Instrument up to the amount of the outstanding balance of the Loan.

In the event of loss and subject to the rights of any lienholder with rights to insurance proceeds that are superior to Lender's rights, the following provisions in this Section 4 shall apply. Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 20 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Debt Instrument or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Debt Instrument or this Security Instrument, whether or not then due, subject to the rights of any lienholder with rights to insurance proceeds that are superior to Lender's rights.

5. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld or unless extenuating circumstances exist which are beyond Borrower's control.

6. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property



from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 4 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

7. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence and liens on the Property.

8. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument or any obligation that is secured by a lien that has priority over this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 8, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 8.

Any amounts disbursed by Lender under this Section 8 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the rate applicable to the Debt Instrument from time to time, from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

9. **Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender, subject to the rights of any lienholder with rights to Miscellaneous Proceeds that are superior to Lender's rights.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. Subject to the rights of any lienholder with rights to Miscellaneous Proceeds that are superior to Lender's rights, if the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

Subject to the rights of any lienholder with rights to Miscellaneous Proceeds that are superior to Lender's rights, in the event of a taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due, subject to the rights of any lienholder with rights to Miscellaneous Proceeds that are superior to Lender's rights. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2, subject to the rights of any lienholder with rights to Miscellaneous Proceeds that are superior to Lender's rights.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Joint and Several Liability; Co-Grantor; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Co-Grantor: (a) is signing this Security Instrument only to mortgage, grant and convey the Co-Grantor's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Debt Instrument without the Co-Grantor's consent.

Subject to the provisions of Section 16, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 18) and benefit the successors and assigns of Lender.

**12. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Debt Instrument or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial

prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Debt Instrument). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**13. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The Borrower's notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of notice address. If Lender specifies a procedure for reporting Borrower's change of notice address, then Borrower shall only report a change of notice address through that specified procedure. There may be only one designated notice address for Borrower under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**14. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and, to the extent not preempted by federal law, the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Debt Instrument conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Debt Instrument which can be given effect without the conflicting provision.

As used in this Security Instrument (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa and the word "may" gives sole discretion without any obligation to take any action.

**15. Borrower's Copy.** Borrower shall be given one copy of this Security Instrument.

**16. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 16, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**17. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Debt Instrument as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose

deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, Borrower shall have the right to reinstate only once in any 24-month period, and this right to reinstate shall not apply in the case of acceleration under Section 16.

**18. Sale of Debt Instrument; Change of Loan Servicer; Notice of Grievance.** The Debt Instrument or a partial interest in the Debt Instrument (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Debt Instrument and this Security Instrument and performs other mortgage loan servicing obligations under the Debt Instrument, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Debt Instrument. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA, if applicable, requires in connection with a notice of transfer of servicing. If the Debt Instrument is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Debt Instrument, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the purchaser of the Debt Instrument unless otherwise provided by the purchaser of the Debt Instrument.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 13) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. Any notice given to Borrower pursuant to Section 20 and the notice of acceleration given to Borrower pursuant to Section 16 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 18.

**19. Hazardous Substances.** As used in this Section 19: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**20. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following

Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 16 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and of the election to cause the Property to be sold and shall record such notice in each county in which any part of the Property is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. In the event Borrower does not cure the default within the period then prescribed by Applicable Law, Trustee shall give public notice of the sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines (but subject to any statutory right of Borrower to direct the order in which the Property, if consisting of several known lots or parcels, shall be sold). Trustee may in accordance with Applicable Law, postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

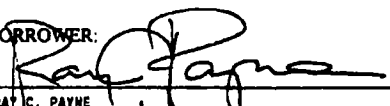
Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the county clerk of the county in which the sale took place.

21. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

22. **Substitute Trustee.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

23. **Request for Notices.** Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

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.

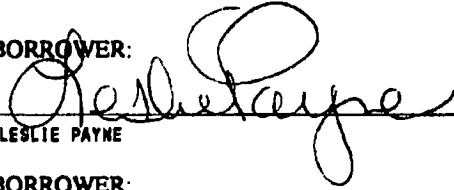
BORROWER:  
  
\_\_\_\_\_

RAY C. PAYNE

BORROWER  
  
\_\_\_\_\_

MTTA R. CURTIS PAYNE

BORROWER:

  
\_\_\_\_\_

LESLIE PAYNE

BORROWER:

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STATE OF UTAH )  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 22 day of October  
20 19, by Ray C. Payne, HTA P. Curtis Payne

My Commission Expires: 9/6/23



Sophia A. Fradelakis  
Notary Public  
Residing at: Murray, Utah

STATE OF UTAH )  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 22 day of October  
20 19, by Leslie Payne

My Commission Expires: 9/6/23



Sophia A. Fradelakis  
Notary Public  
Residing at: Murray, Utah

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

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

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

\_\_\_\_\_  
Notary Public

Residing at \_\_\_\_\_  
\_\_\_\_\_

**THIS INSTRUMENT PREPARED BY: KeyBank National Association / James Ray**



Schedule A

~~ENT 119916:2019 PG 13 of 14~~

See Addendum A

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Schedule B

Reference Number: 192131810330C

KeyBank UT Closed-End (RESPA) Security Instrument (8/13/16)  
HC# 4838-1006-5673v3

(page 13 of 13 pages)

**Addendum A**

**Property Address:**

1981 W 450 N  
LEHI, UT 84043

**Borrower(s):**

RAY C. PAYNE  
MYA R. CURTIS PAYNE  
LESLIE PAYNE

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**Customer Number:**

192131810330C

**Legal Description of Property**

PARCEL 1: A PORTION OF LOT 1, PLAT 'B', SPRING MEADOW RANCHES A RESIDENTIAL SUBDIVISION, LEHI, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE. ALSO DESCRIBED AS FOLLOWS: COMMENCING AT A POINT LOCATED SOUTH 89 DEG 51' 15" WEST ALONG THE SECTION LINE 755.97 FEET AND NORTH 124.52 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 88 DEG 54' 50" WEST 72.22 FEET; THENCE NORTH 00 DEG 29' 34" WEST 326.40 FEET; THENCE SOUTH 88 DEG 41' 37" WEST 21.73 FEET; THENCE NORTH 01 DEG 18' 23" WEST 26.32 FEET; THENCE ALONG A NON-TANGENT 61.0 FOOT RADIUS CURVE TO THE LEFT 79.42 FEET (CHORD BEARS NORTH 63 DEG 22' 11" EAST 73.92 FEET); THENCE SOUTH 48 DEG 49' 38" EAST 37.39 FEET; THENCE SOUTH 00 DEG 29' 34" EAST 362.11 FEET TO THE POINT OF BEGINNING. PARCEL 2: LOT 2 AND A PORTION OF LOT 1, PLAT 'B', SPRING MEADOWS RANCHES, A RESIDENTIAL SUBDIVISION, LEHI, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE, ALSO DESCRIBED AS FOLLOWS: COMMENCING AT A POINT LOCATED SOUTH 89 DEG 51' 15" WEST ALONG THE SECTION LINE 755.97 FEET AND NORTH 124.52 FEET AND NORTH 88 DEG 54' 50" WEST 72.22 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 88 DEG 54' 50" WEST 168.11 FEET; THENCE NORTH 00 DEG 40' 45" WEST 367.99 FEET; THENCE EAST 107.22 FEET; THENCE ALONG A 15.0 FOOT RADIUS CURVE TO THE RIGHT 11.14 FEET (CHORD BEARS SOUTH 68 DEG 43' 54" EAST 10.88 FEET); THENCE ALONG A 61.0 FOOT RADIUS CURVE TO THE LEFT 33.93 FEET (CHORD BEARS SOUTH 63 DEG 23' 55" EAST 33.50 FEET); THENCE SOUTH 01 DEG 18' 23" EAST 26.32 FEET; THENCE NORTH 88 DEG 41' 37" EAST 21.73 FEET; THENCE SOUTH 00 DEG 29' 34" EAST 326.40 FEET TO THE POINT OF BEGINNING. SITUATE IN THE COUNTY OF UTAH, STATE OF UTAH

EXHIBIT "C"

Email Correspondence with Defendant, Key Bank

COMMUNICATION WITH DEFENDANT	Defendant, Key Bank; <i>Representative Abigail Rassmussen &amp; Sophia A. Fradelakis</i>
PROPERTY OWNER/LIENHOLDER:	RAY CURTIS PAYNE
PROPERTY ADDRESS:	1982 W 300 N, Lehi UT 84043
PROPERTY PARCEL No.	<b>66:385:0006</b>



R. Curtis Payne <rcurtispayne@gmail.com>

**Re: Keybank**

1 message

**R. Curtis Payne** <rcurtispayne@gmail.com>  
To: "Fradelakis, Sophia A" <sophia\_a\_fradelakis@keybank.com>  
Bcc: rcurtispayne@gmail.com

Fri, Sep 27, 2019 at 12:36 PM

I just wanted to confirm that this loan is just for the home on the 1.4 acres at 1981 W 450 N, Lehi UT 84043, and not including the neighboring parcel of .6 acres at 1969 W 450 N, Lehi UT 84043. The appraisal has it correct as just the 1.4 acre parcel with the home. Is that how you are seeing it?

R. Curtis Payne,  
Assisted Living Resorts  
-Sent from my iPhone

On Sep 27, 2019, at 12:28 PM, Fradelakis, Sophia A <sophia\_a\_fradelakis@keybank.com> wrote:

OMG!! They are beautiful!!

**From:** R. Curtis Payne <rcurtispayne@gmail.com>  
**Sent:** Friday, September 27, 2019 12:27 PM  
**To:** Fradelakis, Sophia A <sophia\_a\_fradelakis@keybank.com>  
**Cc:** Rasmussen, Abigail <abigail\_rasmussen@keybank.com>  
**Subject:** Re: Keybank

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<image001.jpg>  
Finished cabinets

R. Curtis Payne,  
Assisted Living Resorts  
-Sent from my iPhone

On Sep 27, 2019, at 12:22 PM, Fradelakis, Sophia A <sophia\_a\_fradelakis@keybank.com> wrote:

Curtis

This is from today. Can you get this for me? After this, I see us having a final approval.

PLEASE SEE THE REQUEST BELOW FROM OUR UNDERWRITER:

"WE WILL NEED EVIDENCE THAT THE RECENT WORK OF IMPROVEMENT HAS BEEN

COMPLETED. SINCE OUR SEARCHERS FIND NO RECORDED DOCUMENTATION, THE

OWNER/BORROWER WILL NEED TO PROVIDE OFF-RECORD EVIDENCE THAT SHOWS

WHEN CONSTRUCTION WAS DONE, SUCH AS SIGNED FINAL INSPECTION NOTICES

OR AN EXECUTED CERTIFICATE OF OCCUPANCY.

Let me know if you have questions.

Thank you

Sophia Fradelakis

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Personal Banker

Keybank, Draper

801-576-8002

This communication may contain privileged and/or confidential information. It is intended solely for the use of the addressee. If you are not the intended recipient, you are strictly prohibited from disclosing, copying, distributing or using any of this information. If you received this communication in error, please contact the sender immediately and destroy the material in its entirety, whether electronic or hard copy. This communication may contain nonpublic personal information about consumers subject to the restrictions of the Gramm-Leach-Bliley Act. You may not directly or indirectly reuse or redisclose such information for any purpose other than to provide the services for which you are receiving the information.

127 Public Square, Cleveland, OH 44114

If you prefer not to receive future e-mail offers for products or services from Key send an e-mail to <mailto:DNERequests@key.com> with 'No Promotional E-mails' in the SUBJECT line.

COPY

MAR 13 2024

4TH DISTRICT  
STATE OF UTAH  
UTAH COUNTY

IN THE FOURTH JUDICIAL DISTRICT COURT FOR UTAH COUNTY

STATE OF UTAH

**RAY CURTIS PAYNE**  
1981 W 450 N,  
Lehi, Utah 84043

PLAINTIFF,

VS.

**KEY BANK**  
OH-01-51-4002  
Cleveland, Ohio 44101-4968

DEFENDANT.

**SCALLEY READING BATES  
HANSEN & RASMUSSEN P.C.,**  
*Successor Trustee*  
15 West South Temple, Ste. 600  
Salt Lake City, Utah 84101

*; and All Persons Known, Unknown claiming  
any legal or equitable right, title, estate, lien,  
or interest in the Property described in the  
Complaint adverse to Plaintiff's title thereto;*

DEFENDANT(s)

Case No. 240400931

Brady

**LIS PENDENS**

ENT 16045=2024 PG 30 of 36

Parcel No.: **66:385:0006** (1.398 ac.)  
Parcel Address: **1981 W 450 N, Lehi UT 84043**  
Loan Number: **8308079249**

**LIS PENDENS**

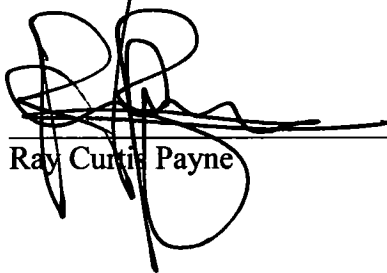
NOTICE IS HEREBY GIVEN that the above-entitled action has been commenced and is  
now pending in the above-named Court on the Complaint of Plaintiff **Ray Curtis Payne** against

Defendant **Key Bank** for Quiet Title, trespass, damages and injunctive relief for the reasons set forth and evidenced in the complaint.

This action affects title to, and the right of possession of the real property commonly known as 1981 West, 450 North, Lehi, UT 84043 located in Utah County, Utah **Parcel No. 66:385:0006**, with the address of **1981 West, 450 North, Lehi, UT 84043**.

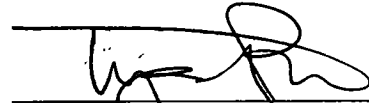
DATED: March 12, 2024.

Respectfully Submitted,



Ray Curtis Payne

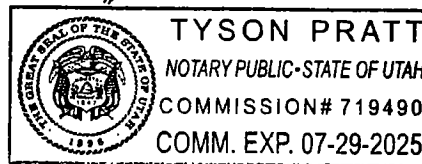
On this 12 day of March, 2024, personally appeared before me, RAY CURTIS PAYNE, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that she signed the foregoing instrument of her own volunteer act.

  
\_\_\_\_\_  
NOTARY PUBLIC

State of Utah )

: ss.

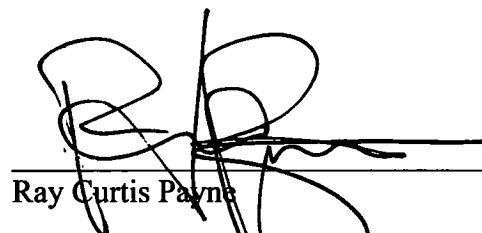
County of Utah )



**CERTIFICATE OF MAILING**

I hereby certify that on this 12 day of March, 2024, I caused to be mailed, via first class mail, postage prepaid, a true and correct copy of the foregoing Lis Pendens to:

Respectfully Submitted,

  
\_\_\_\_\_  
Ray Curtis Payne



COPY

FILED

MAR 13 2024

4TH DISTRICT  
STATE OF UTAH  
UTAH COUNTY

Ray Curtis Payne  
1981 W 450 N,  
Lehi UT 84043  
801-600-4446  
rcurtispayne@gmail.com

UNITED STATES DISTRICT COURT  
DISTRICT OF UTAH, CENTRAL DISTRICT

**RAY CURTIS PAYNE**  
1981 W 450 N,  
Lehi, Utah 84043  
(rcurtispayne@me.com)

PLAINTIFF,

VS.

**KEY BANK**  
OH-01-51-4002  
Cleveland, Ohio 44101-4968  
(daniel@scalleyreading.net)

DEFENDANT.

**SCALLEY READING BATES  
HANSEN & RASMUSSEN P.C., Successor  
Trustee**  
15 West South Temple, Ste. 600  
Salt Lake City, Utah 84101  
(Loss\_Mitigation@keybank.com)

*; and All Persons Known, Unknown claiming  
any legal or equitable right, title, estate, lien,  
or interest in the Property described in the  
Complaint adverse to Plaintiff's title thereto;*

DEFENDANT(s).

Case No. 240400931  
Brady  
NOTICE

OF

**PENDENCY OF ACTION**  
(Temporary Restraining Order)

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PLEASE TAKE NOTICE that Plaintiff, Ray Curtis Payne ("Plaintiff") has filed a  
complaint in the above-entitled action concerning and affecting real property as described

herein. Plaintiff's complaint was filed on the 12 day of March, 2024. The Above-captioned matter is pending in the United States District Court for the District of Utah, located at 137 Freedom Blvd 200 W Ste 150, Provo UT 84601.

This action, and the claims for relief that Plaintiff requests in its Complaint, affect title to specific real property and the right to possession of specific real property situated in Utah County, Utah, commonly known as 1981 W 450 N, Lehi UT 84043 ("Lot 1") and 1969 W 450 N, Lehi UT 84043 ("Lot 2") (lot 1 and 2 are collectively referred to herein as the "Property"). The current legal Description of the Properties are as follows:

**Lot 1, Legal Description:** (1981 W 450 N. Lehi UT 84043, Parcel No. 66:385:0006)

ALSO PART LOT 1, PLAT B, SPRING MEADOW RANCHES SUB DESCRIBED AS FOLLOWS;; COM N 123.95 FT & W 828.17 FT FR S 1/4 COR. SEC. 7, T5S, R1E, SLB&M.; N 88 DEG 54' 51" W 46.74 FT; N 1 DEG 18' 23" W 366.41 FT; ALONG A CURVE TO L (CHORD BEARS: S 63 DEG 23' 8" E 33.5 FT, RADIUS = 61 FT); S 1 DEG 18' 24" E 26.32 FT; N 88 DEG 41' 37" E 21.73 FT; S 0 DEG 29' 34" E 326.41 FT TO BEG. AREA 0.388 AC. TOTAL AREA 1.398 AC. UTAH COUNTY, UTAH

**Lot 2, Legal Description:** (1969 W 450 N. Lehi UT 84043, Parcel No. 66:385:0005)

PART LOT 1, PLAT B, SPRING MEADOW RANCHES SUB DESCRIBED AS FOLLOWS;; COM S 89 DEG 51' 15" W 755.97 FT & N 124.52 FT FR S 1/4

COR. SEC. 7, T5S, R1E, SLB&M.; N 88 DEG 54' 50" W 72.22 FT; N 0 DEG 29' 34" W 326.4 FT; S 88 DEG 41' 37" W 21.73 FT; N 1 DEG 18' 23" W 26.32 FT; ALONG A CURVE TO L (CHORD BEARS: N 63 DEG 22' 11" E 73.92 FT, RADIUS = 61 FT); S 48 DEG 49' 38" E 37.39 FT; S 0 DEG 29' 34" E 362.11 FT TO BEG. AREA 0.622 AC.

In its complaint, Plaintiff has asked the Court to provide the following claims for relief:

1. For a declaratory judgement by the Court that Ray Curtis Payne holds a valid, claim against the property, superior to any claims or interests asserted by the Defendant, Key Bank, including the erroneous Deed of Trust (as defined in the Complaint), was not correctly filed by Key Bank as a first position lien on, nor the funds of such lien given to the Defendant, warranting rights given to the Defendant.

2. The Defendant is seeking to foreclose on Properties and real estate that the Defendant did not property serve notice for such.

3. The Defendant is seeking to foreclose on Properties and real estate that the Defendant does not hold an equitable title against, or a lien, or rights of any kind towards, as the neighbor's property.

4. In the event that the Court finds that the Defendant did not have power or rights (for which the Plaintiff will provide proof for) to seek foreclosure on the Properties, then a declaration and order that any such action towards foreclosure (scheduled for March 15, 2024 by the Defendant) must cease and desist immediately.

5. For a determination by the Court **quieting title** to the Property in favor of Ray Curtis Payne against the Defendant, Key Bank.

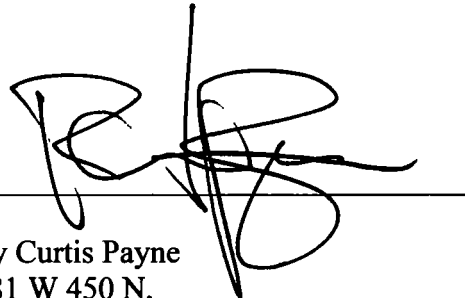
6. For a **Temporary Restraining Order and preliminary injunction prohibiting the sale of the Property** because it would cause irreparable harm upon Key Bank, Tin Lizzy, LLC, R. Curtis Payne and Leslie A. Payne should such an order not be granted.

7. For an award suffered by the Defendant in consequence of Key Bank's actions.

8. For attorneys' fees and costs.

9. For such further relief as is fair, just and equitable.

Dated this 13 day of March, 2024

A handwritten signature in black ink, appearing to be 'RCP', written over a horizontal line.

Ray Curtis Payne  
1981 W 450 N,  
Lehi UT 84043  
801-600-4446  
rcurtispayne@gmail.com