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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/12/2016 12:28:00 PM
FEE \$40.00 Pgs: 8
DEP eCASH REC'D FOR AMERICAN TITLE INC

Recording Requested By and After Recording Return To: American Title, Inc. PO Box 641010 Omaha, NE 68164-1010

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

Tax Serial No: 01-230-0027

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

REFERENCE #: 20162885700021

ACCOUNT#: XXX-XXX-XXX9621-1998

DEFINITIONS

Words used in multiple sections of this document are defined below. The Master Form Deed of Trust includes other defined words and rules regarding the usage of words used in this document.

- (A) "Security Instrument" means this document, which is dated November 29, 2016, together with all Riders to this document.
- (B) "Borrower" is MARNIE FURLONG, OR SUCCESSORS, AS TRUSTEE OF THE MARNIE LYNN

 ELLIS FURLONG LIVING TRUST, DATED MAY 2ND, 2016 AND NON-VESTED SPOUSE PAYL A. BUTINSKY. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is <u>Wells Fargo Bank, N.A.</u>. Lender is a national bank organized and existing under the laws of the United States. Lender's address is <u>101 North Phillips Avenue</u>, <u>Sioux Falls</u>, <u>SD 57104</u>. Lender is the beneficiary under this Security Instrument.

- **(D) "Trustee"** is Wells Fargo Bank Northwest, N.A., Attention: Consumer Loan Servicing, P.O. Box 31557, Billings, MT 59107.
- (E) "Debt Instrument" means the loan agreement or other credit instrument signed by Borrower and dated November 29, 2016. 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, TWO HUNDRED FIFTY THOUSAND AND 00/100THS Dollars (U.S. \$ 250,000.00) 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 December 29, 2046.
- **(F)** "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means all amounts owed now or hereafter under the Debt Instrument, including without limitation principal, interest, any prepayment charges, late charges and other fees and charges due under the Debt Instrument, and also all sums due under this Security Instrument, plus interest.
- (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [mark as applicable]:

N/A	Leasehold Rider	
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>October 8, 2007</u>, as Instrument No. <u>2311902</u> in Book <u>4383</u> at Page <u>510 - 522</u> of the Official Records in the Office of the Recorder of <u>Davis</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	Davis	
[Type of Recording Jurisdiction]		[Name of Recording Jurisdiction]	

THE FOLLOWING DESCRIBED TRACT OF LAND LOCATED IN DAVIS COUNTY, STATE OF UTAH, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: ALL OF LOT 27, SCENIC HILLS SUB NO 3. CONTAINS 0.25 ACRES

which currently has the address of							
217	EUGENE ST						
NORTH SALT LAKE	, Utah	84054	_ ("Property Address")				
[City]	, and the second	[Zip Code]					

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." The Property shall also include any additional property described in Section 20 of the Master Form Deed of Trust.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant, convey and warrant the Property and that the Property is unencumbered, except for encumbrances of record as of the execution date of this Security Instrument. Borrower further warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

MASTER FORM DEED OF TRUST

By the execution and delivery of this Security Instrument, Borrower agrees that all of the provisions of the Master Form Deed of Trust are hereby incorporated in their entirety into this Security Instrument. Borrower agrees to be bound by and to perform all of the covenants and agreements in the Master Form Deed of Trust. A copy of the Master Form Deed of Trust has been provided to Borrower.

ELLIS FURLONG LIVING TRUST, DATED MAY 2ND, 2016

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.

PAUL A BUTINSKY

- Borrower

MARNIE FURLONG, OR SUCCESSORS, AS TRUSTEE OF THE MARNIE LYNN
- Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in

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

Loan Originator's Name: Mary Alice Vanlandingham

NMLSR ID: 1337417

For An Individual Trustee Borrower: State of County of , a Notary Public of the State of certify that PAUL A BUTINSKY MARNIE FURLONG, OR SUCCESSORS, AS TRUSTEE OF THE MARNIE LYNN ELLIS FURLONG LIVING TRUST, DATED MAY 2ND, 2016 personally appeared before me this day and acknowledged that s/he is the Trustee for the Trust known as

MENTILLY MENTILLY OF LIVING TRUST, 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 2 day of _ **NOTARY PUBLIC DONNA ROARK** 682701 **COMMISSION EXPIRES** [NOVPARIAB, SEPAGL] STATE OF UTAH

My commission expires: 4-13-19



Notary Public

Reference Number: 20162885700021

Account Number:

XXX-XXX-XXX9621-1998

Wells Fargo Bank, N. A.

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on November 29, 2016 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 MARNIE FURLONG, PAUL A BUTINSKY, (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:

217 EUGENE ST, NORTH SALT LAKE, UT 84054 [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 MARNIE LYNN ELLIS FURLONG LIVING TRUST (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.

MARNIE FURLONG, OR SUCCESSORS, AS TRUSTEE OF THE MARNIE LYNN

ELLIS FURLONG
LIVING TRUST, DATED MAY 2ND, 2016

Attach this Rider to the Security Instrument before Recording

Loan Originator's Name: Mary Alice Vanlandingham

NMLSR ID: 1337417

