

After Recording Return To:
Wells Fargo Bank, N.A. **Return to: Dawn Tetlak/AEG**
Attn: Document Mgt. **5455 Detroit Rd, STE B**
P.O. Box 31557 **Sheffield Village, OH 44054**
MAC B6955-013 **440-716-1820**
Billings, MT 59107-9900

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

Tax Serial No: 092660144

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SHORT FORM OPEN-END DEED OF TRUST
RESPA

REFERENCE #: 20181900020141

ACCOUNT#: XXX-XXX-XXX 0636-1998

DEFINITIONS

3653380-03

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 August 02, 2018, together with all Riders to this document.

(B) "Borrower" is CARLOS M. HORTA AND DOLORES T. HORTA, HUSBAND AND WIFE AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP. 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 August 02, 2018. 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, FIFTY THOUSAND AND 00/100THS Dollars (U.S. \$ 50,000.00) 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 September 02, 2048.

(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
N/A 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 June 14, 2007, and recorded on October 8, 2007, as Instrument No. 2311902 in Book 4383 at Page 510 - 522 of the Official Records in the Office of the Recorder of Davis 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 TRACT OF LAND IN DAVIS COUNTY, STATE OF UTAH, TO-WIT: ALL OF LOT 144, WYNDOM HIGHLANDS NO. 1, LAYTON CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF. THIS BEING THE SAME PROPERTY CONVEYED TO CARLOS M. HORTA AND DOLORES T. HORTA, HUSBAND AND WIFE AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP, BY DEED FROM GMW DEVELOPMENT, INC., DBA IVORY NORTH, A CORPORATION, DATED 06/19/2000 AND RECORDED ON 06/20/2000 IN BOOK 2660, PAGE 435, IN THE DAVIS COUNTY RECORDERS OFFICE. PARCEL NO. 092660144

which currently has the address of
2673 N 1100 E

[Street]

LAYTON, Utah 84040 ("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 Security Instrument as the "Property." The Property shall also include any additional property described in Section 20 of the Master Form Deed of Trust.

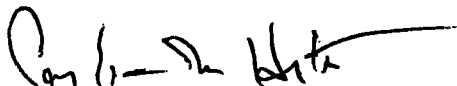
BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant, convey and warrant the Property and that the Property is unencumbered, except for encumbrances of record as of the execution date of this Security Instrument. Borrower

further warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

MASTER FORM DEED OF TRUST

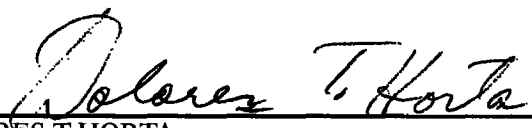
By the execution and delivery of this Security Instrument, Borrower agrees that all of the provisions of the Master Form Deed of Trust are hereby incorporated in their entirety into this Security Instrument. Borrower agrees to be bound by and to perform all of the covenants and agreements in the Master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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it. Borrower also acknowledges receipt of a copy of this document and a copy of the Master Form Deed of Trust.



CARLOS M. HORTA

- Borrower



DOLORES T HORTA

- Borrower

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

Loan Originator's Name: Eric William Ellis
NMLSR ID: 1645118

ACKNOWLEDGMENT:

For An Individual Acting In His/Her Own Right:

State of UTAH
County of DAVIS

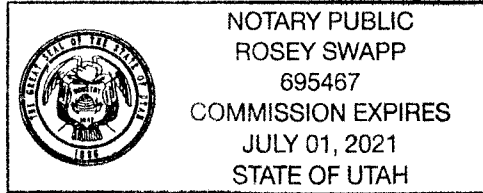
UTAH, I, a Notary Public of the County of DAVIS, State of _____, do hereby certify that

CARLOS M. HORTA

DOLORES T HORTA

personally appeared before me this 2 day of August, 2018, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.



[Notary Seal]

Rosey Swapp
Print Name: Rosey Swapp
Notary Public

My Commission expires: 07/01/2021