

UT# 10726-S

After Recording Return To:
AMERICAN FINANCIAL RESOURCES, INC.
9 SYLVAN WAY
PARSIPPANY, NEW JERSEY 07054
Loan Number: 1036717

Tax Serial No.: 4-236-31

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RESPA DEED OF TRUST

FHA CASE NO.
521-8136027-703

MIN: 100336300000571171

THIS DEED OF TRUST ("Security Instrument") is made on SEPTEMBER 26, 2011
The trustor is RICHARD L. PETERSON AND DARLENE M. PETERSON, HUSBAND
AND WIFE

("Borrower").

The trustee is UTAH TITLE & ABSTRACT COMPANY OF CENTRAL UTAH
109 EAST 200 NORTH P.O. BOX 337, RICHFIELD, UTAH 84701 ("Trustee").
The beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender, as
hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of
Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
AMERICAN FINANCIAL RESOURCES, INC., A NEW JERSEY CORPORATION

("Lender")

is organized and existing under the laws of NEW JERSEY
and has an address of 9 SYLVAN WAY, PARSEPPANY, NEW JERSEY 07054

Borrower owes Lender the principal sum of ONE HUNDRED EIGHT THOUSAND FOUR
HUNDRED TWO AND 00/100 Dollars (U.S. \$ 108,402.00).
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides
for monthly payments, with the full debt, if not paid earlier, due and payable on OCTOBER 1, 2041 .
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest,
and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest,
advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of
Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower
irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in
SEVIER County, Utah:

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LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.
A.P.N.: 4-236-31

which has the address of 1478 NORTH 500 EAST

RICHFIELD, Utah [Street] 84701 ("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." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance, and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. §2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements

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EXHIBIT 'A'

Beginning at a point on the Easterly line of 500 East Street, said point being South 00°15'06" East along the 40 Acre Line a distance of 227.69 feet and (East 4.30 feet by Survey) (6.18 feet by Record) from the Northwest Corner of the Southeast Quarter of the Northeast Quarter of Section 24, Township 23 South, Range 3 West, Salt Lake Base and Meridian; thence North 89°44'54" East a distance of 157.56 feet; thence South a distance of 187.64 feet to a point on the West Bank of the Sevier Valley Canal; thence South 52°19'16" West along the West Bank of the Sevier Valley Canal a distance of 163.21 feet; thence South 44°45'18" West continuing along the West Bank of the Sevier Valley Canal a distance of 42.67 feet to the East line of 500 East Street; thence North 00°17'58" East along the East line of 500 East Street a distance of 317.01 feet to the point of beginning.

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