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Wells Fargo Bank, N.A.
LIZZ GARCIA -DTC
DOCUMENT PREPARATION
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ENT 68212:2007 PG 1 of 4
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2007 May 09 8:33 am FEE 16.00 BY VM
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P.O. Box 31557 MAC B6955-015
Billings, MT 59107-9900

3397753

State of Utah

Space Above This Line For Recording Data

REFERENCE #: 20070957100645

Account number: 650-650-5313093-1XXX

SHORT FORM DEED OF TRUST

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Short Form Deed of Trust ("Security Instrument") is APRIL 30, 2007 and the parties are as follows:

TRUSTOR ("Grantor"): **LESLIE LYSY AND WILLIAM LYSY, JR., NON-VESTED SPOUSE, WIFE AND HUSBAND**

whose address is: **8905 PINE HOLLOW DR, CEDAR HILLS, UTAH 84062**

TRUSTEE: **Wells Fargo Bank Northwest, N.A., Attention: Consumer Loan Servicing, P.O. Box 31557, Billings, MT 59107**

BENEFICIARY ("Lender"): **Wells Fargo Bank, N.A., 101 North Phillips Avenue, Sioux Falls, SD 57104**

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, all of that certain real property located in the County of UTAH, State of Utah, described as follows:
Lot 16, Plat "C", Canyon Heights at Cedar Hills, according to the Official Plat thereof on file and of record in the Utah County Recorder's Office. Being the same parcel conveyed to Leslie Lysy from Devestra Group, LLC, by virtue of a deed dated 1/18/2007, recorded 1/19/2007, as instrument no. 9766:2007 county of Utah, state of Utah. Subject to restrictions, reservations, easements, covenants, oil, gas, or mineral rights of record. If any.

with the address of **8905 PINE HOLLOW DR, CEDAR HILLS, UTAH 84062** and parcel number of **36-973-0016** together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and



riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above.

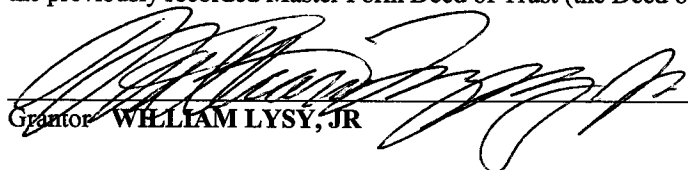
3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 400,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
 - A. Debt incurred under the terms of the promissory note, revolving line of credit agreement, contract, guaranty or other evidence of debt dated APRIL 30, 2007 together with all amendments, extensions, modifications or renewals. The maturity date of the Secured Debt is APRIL 30, 2047.
 - B. All future advances from Lender to Grantor under such evidence of debt. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances which exceed the amount shown in Section 3. Any such commitment must be agreed to in a separate writing.
 - C. All sums advanced and expenses incurred by Lender for insuring, preserving, or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

5. **MASTER FORM DEED OF TRUST.** By the delivery and execution of this Security Instrument, Grantor agrees that all provisions and sections of the Master Form Deed of Trust ("Master Form"), inclusive, dated **January 15, 2001**, and recorded on 2/1/2001 as Instrument Number 8529:2001 in Book N/A at Page 37994 of the Official Records in the Office of the Recorder of UTAH County, State of Utah, are hereby incorporated into, and shall govern, this Security Instrument. This Security Instrument does not incorporate any provision in the Master Form Mortgage that references a certain Home Equity Closing Handbook, such Handbook no longer being in existence.

6. **RIDERS.** If checked, the following are applicable to this Security Instrument. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.
 - N/A Third Party Rider
 - N/A Leasehold Rider
 - Other: N/A

SIGNATURES: By signing below, Grantor agrees to perform all covenants and duties as set forth in this Security Instrument. Grantor also acknowledges receipt of a copy of this document and a copy of the provisions contained in the previously recorded Master Form Deed of Trust (the Deed of Trust-Bank/Customer Copy).


 Grantor WILLIAM LYSY, JR

4/30/07
 Date



Leslie Lysy
Grantor **LESLIE LYSY**

4/30/07
Date

Grantor

Date

Grantor

Date

Grantor

Date

Grantor

Date

Grantor

Date

Grantor

Date



ACKNOWLEDGMENT:

For An Individual Acting In His/Her Own Right:

State of Utah

County of Utah

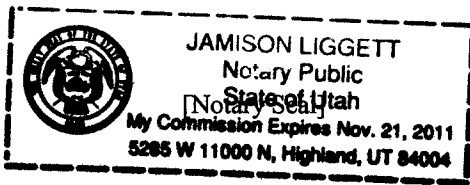
I, a Notary Public of the County of Utah, State of

Utah, do hereby certify that

William Lysy Jr. and Leslie Lysy personally appeared before me

this 30 day of April, 2007, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.



Jamison Liggett
Print Name: Jamison Liggett
Notary Public

My Commission expires: 11/21/2011

