

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Wells Fargo Bank, N.A.
Attn: Document Management
P.O. Box 31557 MAC B6955-015
Billings, MT 59107-9900

Assessor's Parcel Number: 36-973-0016

Space Above for Recorder's Use

REFERENCE #: 20070957100645

**FIRST AMENDMENT TO SHORT FORM DEED OF TRUST
AND NOTICE OF ASSUMPTION**

THIS FIRST AMENDMENT TO SHORT FORM DEED OF TRUST AND NOTICE OF ASSUMPTION ("Amendment") is made as of March 30th, 2021, by and between LESLIE BARRON, f.k.a. Leslie Lysy, a.k.a. Leslie Hubrich ("Borrower") and WELLS FARGO BANK, N.A. ("Lender") (collectively referred to herein as the "Parties").

RECITALS

A. Under a certain Wells Fargo SmartFit Home Equity Account Agreement and Disclosure Statement dated as of April 30, 2007 (the "Note"), Lender agreed to extend credit to Borrower and Borrower's former spouse, Eugene William Lysy, Jr., (the "Loan") in an aggregate amount not to exceed \$400,000.00.

B. The Note and Loan are secured by, among other things, that certain Short Form Deed of Trust dated as of April 30, 2007, executed by Borrower and Eugene William Lysy, Jr. as borrowers, to Wells Fargo Bank Northwest, N.A., made for the benefit of Lender, as beneficiary, and recorded on May 9, 2007 as Document No. 68212:2007 in the Official Records of Utah County, Utah (the "Deed of Trust").

C. The Deed of Trust encumbers certain real property located in Utah County, Utah, (the "Property"), and is more particularly described on Exhibit A.

D. Eugene William Lysy, Jr., as grantor, executed a Quit Claim Deed on the Property to Borrower, as grantee, as of September 6, 2013 and recorded on September 11, 2013 as Document No. 86713:2013 in the Official Records of Utah County, Utah.

E. Borrower is the sole owner of the Property.

F. Pursuant to that certain Settlement Agreement and Mutual Release dated as of or about the date hereof between Borrower and Lender (the "Settlement Agreement"), Borrower reaffirms and assumes each and all of the obligations, covenants and agreements with respect to the Loan, including, without limitation, those obligations arising under or pursuant to the Note and the Deed of Trust, as such obligations, covenants, and agreements have been modified by the Settlement Agreement.

G. As a term of the Settlement Agreement, the Parties desire to amend the Deed of Trust as set forth in this Amendment to, among other things, provide that Borrower has assumed the obligations under the Deed of Trust and the Note.

AMENDMENTS

Therefore, the Parties hereto agree as follows:

1. The Recitals set forth above are true and correct.

2. Pursuant to the Settlement Agreement, among other things, (a) Borrower has assumed and agreed to perform each and all of the obligations, covenants and agreements under the Note and Deed of Trust, as modified thereby, whether accruing prior to, on or after the date hereof; (b) Borrower has agreed to perform each and all of the obligations, covenants and agreements as contained in the Settlement Agreement, including, but not limited to, Borrower's agreement to immediately pay off the Note in full upon a transfer of any of Borrower's interest or ownership in the Property, or any part thereof; and (c) all references in such documents to "Borrower", "Grantor", "Trustor", "Debtor" or other similar term or phrase, as applicable, shall mean and be deemed to refer only to Borrower.

3. The following definitions in the Deed of Trust are hereby amended and restated in their entirety as follows:

A. "Security Instrument" means that certain Short Form Deed of Trust, dated as of April 30, 2007 and recorded on May 9, 2007 as Document No. 68212:2007 in the Official Records of Utah County, Utah, as amended by this Amendment.

B. "TRUSTOR ("Grantor")" means Leslie Barron.

4. Section 4.A of the Deed of Trust is hereby amended and restated in its entirety 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 1, 2061.

5. Borrower covenants and agrees that it shall not suffer or permit the existence of any liens, security interests or encumbrances, that are superior to Lender's lien, on the Property or any portion thereof at any time, excluding Lender's lien created by the Deed of Trust as amended by this Amendment.

6. The Deed of Trust is modified to secure payment and performance of the Loan as modified by the Settlement Agreement, as it may be further amended, modified, extended, and renewed from time to time. In all other respects, the Deed of Trust and the Master Form Deed of Trust (as defined in the Deed of Trust) shall remain unmodified and in full force and effect.

7. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. This Amendment shall be governed by the laws of the State of Utah, without regard to the choice of law rules of that State.

[Signatures on the Following Page]

LENDER:

WELLS FARGO BANK, N.A.

By: [Signature]
Name: Gwen R Smalley
Title: Vice President

STATE OF Maryland)
COUNTY OF Frederick : ss.
)

On this 30th day of March, in the year 2021, before me Wendy Wetzel, a notary public, personally appeared Gwen R Smalley, a Vice President of WELLS FARGO BANK, N.A., on behalf of said company, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he/she executed the same.

(Seal)

[Signature]
NOTARY PUBLIC, Wendy Wetzel, 03/30/2021
My Commission Expires: 01/08/2025

WENDY WETZEL
NOTARY PUBLIC
FREDERICK COUNTY
MARYLAND
MY COMMISSION EXPIRES 1-8-2025

IN WITNESS WHEREOF, this Amendment is executed by the parties hereto as of the date first written above.

BORROWER:

By: *Leslie Barron*
LESLIE BARRON f.k.a. LESLIE LYSY

STATE OF Utah)
) : ss.
COUNTY OF Davis)

On this 19th day of April, in the year 2021, before me Kirk L. Walton, a notary public, personally appeared LESLIE BARRON and proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he/she executed the same.

Kirk L. Walton
NOTARY PUBLIC

(Seal)

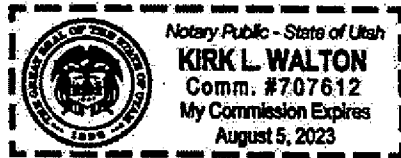


EXHIBIT A
LEGAL DESCRIPTION

That certain real property located in Utah County, 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.

with the address of 8905 NORTH PINE HOLLOW DRIVE, CEDAR HILLS. UT AH 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.