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ENT 90407:2006 PG 1 of 4
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2006 Jul 18 9:40 am FEE 16.00 BY SW
RECORDED FOR WELLS FARGO BANK

Recording requested by:
Wells Fargo Bank, N.A.
KIMBERLY PAULSON
DOCUMENT PREPARATION
526 CHAPEL HILLS DRIVE
COLORADO SPRINGS, COLORADO
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866-452-3913

When recorded, return to:
Wells Fargo Bank, N.A.
Attn: Document Mgt.
P.O. Box 31557 MAC B6908-012
Billings, MT 59107-9900

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-----State of Utah-----Space Above This Line For Recording Data-----

REFERENCE #: 20061463331755

Account number: 650-650-2060556-1XXX

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 JUNE 7, 2006 and the parties are as follows:

TRUSTOR ("Grantor"): LAMONT NORENE

whose address is: 11130 TAMARAK DR, HIGHLAND, UTAH 84403

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 ~~WEBER~~ **UTAH**, State of Utah, described as follows:
SEE ATTACHED EXHIBIT

with the address of 11130 TAMARAK DR, HIGHLAND, UTAH 84403 and parcel number of 35-052-0045 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 \$ 165,150.00. 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 **JUNE 7, 2006** together with all amendments, extensions, modifications or renewals. The maturity date of the Secured Debt is **June 7, 2046**.
 - 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 **2/2/2001** as Instrument Number **1749910** in Book **2114** at Page **1090-1097** of the Official Records in the Office of the Recorder of **WEBER** 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.

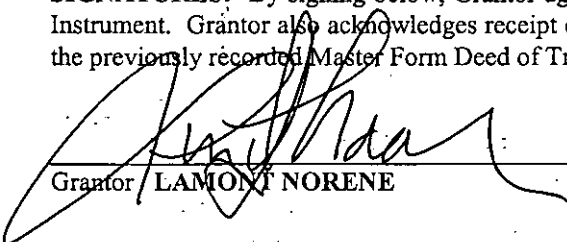
- 6. **RIDERS.** If checked, the following are applicable to this Security Instrument. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.

N/A Third Party Rider

N/A Leasehold Rider

N/A 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 **LAMONT NORENE**

6/7/06 Date

Grantor

Date

Grantor

Date



Grantor Date

Grantor Date

Grantor Date

Grantor Date

Grantor Date

ACKNOWLEDGMENT:

(Individual)

STATE OF UTAH } ss.

COUNTY OF WEBER } ss.

This foregoing instrument was acknowledged before me this June 7th, 2006 (date) by

LAMONT NORENE

(person acknowledging, title or representative, if any).

Kae Loy Hanna
(Signature of Person Taking Acknowledgment)

Kae Loy Hanna
(Title) **NOTARY PUBLIC**

My commission expires:

Aug 30, 2006

Residing at:

Bountiful, Utah

(Seal)

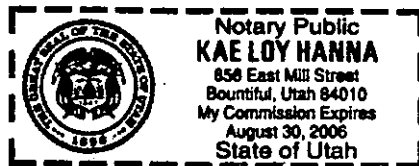


EXHIBIT A

Reference: 20061463331755

Account: 650-650-2060556-1998

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF UTAH, STATE OF UTAH, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EASTERLY BOUNDARY LINE OF LOT 8, BULL RIVER PLANNED COMMUNITY, HIGHLAND, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, WHICH BEGINNING POINT IS ALSO THE NORTHWEST CORNER OF LOT 3, BULL RIVER PLANNED COMMUNITY, AND IS ALSO SOUTH 573.35 FEET AND WEST 100.72 FEET FROM THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID LOT 8 AS FOLLOWS: SOUTH 46 DEGREES 19 MINUTES 56 SECONDS WEST 267.85 FEET; THENCE NORTH 63 DEGREES 08 MINUTES 56 SECONDS WEST 148.22 FEET; THENCE SOUTH 79 DEGREES 28 MINUTES 16 SECONDS WEST 55.45 FEET; THENCE SOUTH 23 DEGREES 44 MINUTES 16 SECONDS WEST 62.69 FEET; THENCE SOUTH 42 DEGREES 26 MINUTES 22 SECONDS WEST 19.26 FEET; THENCE SOUTH 15 DEGREES 29 MINUTES 49 SECONDS WEST 20.85 FEET; THENCE NORTH 21 DEGREES 42 MINUTES 10 SECONDS WEST 139.13 FEET TO THE WESTERLY LINE OF SAID LOT 8 AND THE CENTERLINE OF A 50.00 FOOT WIDE PRIVATE ROAD EASEMENT KNOWN AS TAMARACK DRIVE; THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY LINE OF SAID LOT 8 AND ROAD EASEMENT CENTERLINE AS FOLLOWS: NORTH 48 DEGREES 14 MINUTES 15 SECONDS EAST 307.84 FEET; THENCE 99.35 FEET ALONG THE ARC OF A 354.72 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 40 DEGREES 12 MINUTES 55 SECONDS EAST 99.02 FEET; THENCE LEAVING SAID ROAD EASEMENTS CENTERLINE AND GOING SOUTH 43 DEGREES 49 MINUTES 09 SECONDS EAST 263.31 FEET TO THE POINT OF BEGINNING.

