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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
WELLS FARGO SERVICING CO
PO BOX 31557
2324 OERLAND AVE
BILLINGS MT 59107
BY: SEM, DEPUTY - MA 3 P.

Recording requested by:
Wells Fargo Bank, N.A.

When recorded return to:
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P. O. BOX 31557
BILLINGS, MT 59107
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State of Utah _____ Space Above This Line For Recording Data _____
REFERENCE# 20052137400363 ACCOUNT# 0651-651-8596700-1998

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 08/15/2005 and the parties are as follows:

TRUSTOR ("Grantor"):
DEBBY M. ROGERS AND FRANK L. ROGERS III, WIFE AND HUSBAND, AS
JOINT TENANTS

whose address is: 11440 SAGE MESA DR SANDY, UT, 84094

TRUSTEE: **WELLS FARGO BANK NORTHWEST, N.A.**
Attention: Consumer Loan Servicing
P.O. Box 31557
Billings, Montana 59107

BENEFICIARY ("Lender"):
Wells Fargo Bank, N.A.
P. O. BOX 31557
BILLINGS, MT 59107

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 SALT LAKE, State of Utah, described as follows:

THE FOLLOWING DESCRIBED TRACT OF LAND IN SALT LAKE COUNTY, STATE OF UTAH:
LOT 413, STORM MOUNTAIN TERRACE NO. 4, ACCORDING TO THE OFFICIAL PLAT
THEREOF, AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

with the address of 11440 SAGE MESA DRIVE SANDY, UT 84094
and parcel number of 2820301020-0000 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 \$ 50,000.00 . 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 08/15/2005 together with all amendments, extensions, modifications or renewals. The maturity date of the Secured Debt is 08/15/2046 .

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 February 1, 2001 as Instrument Number 7811514 In Book 8420 at Page 7107-7114 of the Official Records in the Office of the Recorder of SALT LAKE 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.

Third Party Rider

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).

| | | |
|---------------------------|---------|----------------|
| <u>Frank L Rogers III</u> | | <u>8-11-05</u> |
| FRANK L ROGERS III | Grantor | Date |
| <u>Debby M Rogers</u> | | <u>8-11-05</u> |
| DEBBY M ROGERS | Grantor | Date |
| _____ | Grantor | Date |
| _____ | Grantor | Date |
| _____ | Grantor | Date |
| _____ | Grantor | Date |

ACKNOWLEDGMENT:

(Individual)

STATE OF Utah } ss. COUNTY OF Salt Lake } ss.

This foregoing instrument was acknowledged before me this 8/11/05 (date) by _____

Frank L Rogers III, E. (person acknowledging, title or representative, if any).

Debby M Rogers

Wayne Russell

(Signature of Person Taking Acknowledgment)

Service Manager Notary

(Title)

My commission expires:

May 13, 2007

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BILLINGS, MT 59107
DOCUMENT MANAGEMENT

(Seal)

Residing at:

Wells Fargo Bank

EQ246C (12/2004)

