

After Recording Return To:
MOUNTAIN AMERICA CREDIT UNION
7167 S CENTER PARK DR
WEST JORDAN, UTAH 84084
Loan Number: 360059757

12773629
5/16/2018 2:51:00 PM \$51.00
Book - 10675 Pg - 2027-2047
ADAM GARDINER
Recorder, Salt Lake County, UT
SUTHERLAND TITLE
BY: eCASH, DEPUTY - EF 21 P.

Tax Serial No.: 22-31-351-042

STC-38809 [Space Above This Line For Recording Data]

DEED OF TRUST

MIN: 100121403600558173

MERS Phone: 888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated MAY 15, 2018, together with all Riders to this document.

(B) "Borrower" is JOSEPH H FIFE, A MARRIED MAN

Borrower is the trustor under this Security Instrument.

(C) "Lender" is MOUNTAIN AMERICA FEDERAL CREDIT UNION

Lender is a FEDERAL CREDIT UNION organized and existing under the laws of UTAH

Lender's address is 7167 S CENTER PARK DR, WEST JORDAN, UTAH 84084

(D) "Trustee" is Sutherland Title Company
920 East Wood Oak Lane, #100, Salt Lake City, Utah 84117

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** 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.

(F) "Note" means the promissory note signed by Borrower and dated MAY 15, 2018. The Note states that Borrower owes Lender THREE HUNDRED TWENTY-THREE THOUSAND AND 00/100 Dollars (U.S. \$ 323,000.00) plus interest.

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JUNE 1, 2033

(G) "**Property**" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "**Loan**" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "**Riders**" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | |
|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Planned Unit Development Rider |
| <input checked="" type="checkbox"/> Balloon Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input checked="" type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Other(s) [specify] |

(J) "**Applicable Law**" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "**Community Association Dues, Fees, and Assessments**" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "**Electronic Funds Transfer**" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "**Escrow Items**" means those items that are described in Section 3.

(N) "**Miscellaneous Proceeds**" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "**Mortgage Insurance**" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "**Periodic Payment**" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "**RESPA**" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "**Successor in Interest of Borrower**" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

EXHIBIT "A"

LEGAL DESCRIPTION

File No.: 38809

Parcel 1:

Land located in Salt Lake County, State of Utah, more particularly described as follows: Beginning at a point 155 feet South of a point which is 56 rods North and 60.84 rods East from the Southwest corner of Section 31, Township 2 South, Range 1 East, Salt Lake Base and Meridian, as established by the County Surveyor (and which Southwest corner is about .92 links North of a square cut granite rock set on the South side of a deep water ditch a few feet West of the West line of a State Road and supposed or intended to be the Southwest corner of said Section 31), and running thence South 109 feet; thence East 128.5 feet; thence North 109 feet; thence West 128.5 feet to the point of beginning.

Tax Parcel No.: 22-31-351-042

Parcel 1A:

TOGETHER WITH a right of way: Beginning at a point 128.5 feet East of a point which is 56 rods North and 60.84 rods East from the Southwest corner of said Section 31, and running thence South 16 rods; thence East 20 feet; thence North 16 rods; thence West 20 feet to the point of beginning.