

WHEN RECORDED, MAIL TO:

Countrywide Home Loans
10701 S River Front Pkwy
South Jordan, Utah 84095

UTAH HOUSING CORPORATION SUBORDINATE DEED OF TRUST

THIS DEED OF TRUST is made on October 29, 2008 Between
Dakota Reynolds ("Borrower"),
Stewart T Matheson, Attorney at Law ("Trustee"),
and Countrywide Bank, FSB ("Lender").

Borrower owes the Lender the sum of Four Thousand Nine Hundred Seventy One Dollars
and 02 /00 dollars (\$ 4971.02), evidenced by a Subordinate Note ("Note")
dated the same date as this Subordinate Deed of Trust. This Subordinate Deed of Trust secures
(a) the repayment of the debt evidenced by the Note, with interest, and (b) the repayment of all
sums advanced by the Lender to enforce the Note.

Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following
described real property located in Utah County, Utah (the "Property")

LOT 165, LOCK LOMOND SUBDIVISION, PHASE 1, AMENDED, ACCORDING TO
THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE UTAH
COUNTY RECORDER'S OFFICE.

which has an address of 2234 East Hawthorne Street
Saratoga Springs, Utah 84043 ("Property Address").
City Zip Code

TOGETHER WITH all improvements hereafter erected on the Property, and all easements, rights
of way, appurtenances, rents, royalties, mineral, oil, and gas rights and profits, income, water
appropriations, rights and stock and all fixtures now or hereafter a part of the Property. All
replacements and additions shall also be covered by this Subordinate Deed of Trust.

This Subordinate Deed of Trust is subordinate in all respects to a Deed of Trust (the "Senior
Deed of Trust") which is amended by a Tax Exempt Rider (the "Tax Exempt Rider to Deed of
Trust") encumbering the Property and which secures that certain note (the "Senior Note") dated
the same date as this Subordinate Deed of Trust.

Lender may require immediate payment in full of all sums secured by this Subordinate Deed of
Trust if:

1. Lender requires immediate payment in full of the Senior Note because Borrower is in
default under the Senior Note, the Senior Deed of Trust, or the Tax Exempt Rider to the
Deed of Trust;

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- 2. Lender requires payment in full of the Senior Note because all or part of the Property is transferred or occupied in violation of the terms of the Senior Deed of Trust or the Tax Exempt Rider to the Deed of Trust;
- 3. Borrower transfers all or part of the Property, whether or not in violation of the Senior Deed of Trust or the Tax Exempt Rider to the Deed of Trust;
- 4. Borrower is in default under the Subordinate Note or this Subordinate Deed of Trust; or
- 5. The Senior Note is prepaid prior to its maturity date (as defined in the Senior Note).

If circumstances occur which would permit Lender to require immediate payment in full, but Lender does not require such payment, Lender does not waive its rights with respect to subsequent events.

Lender shall be entitled to collect all expenses incurred in pursuing its remedies, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

The proceeds of any award or claim for damages, direct or consequential, in connection with condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Subordinate Note and this Subordinate Deed of Trust, subject to the rights of Lender under the Senior Deed of Trust.

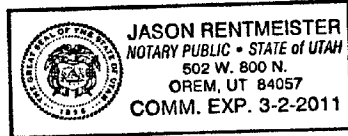
Borrower requests that any notice to the Borrower hereunder be mailed by first class mail to the Property Address. Lender requests that any notice to the Lender be mailed by first class mail to the principal offices of Lender described above, or any address Lender designates by notice to Borrower.

DAKOTA REYNOLDS _____
 Name of Borrower Name of Borrower

[Signature] _____
 Borrower's Signature Borrower's Signature

STATE OF UTAH)
 COUNTY OF Utah) ss

On the 29 day of October, 2008, personally appeared before me
Dakota Reynolds the signer(s)
 of the foregoing instrument, who duly acknowledged to me that he executed the same.



[Signature]
 Notary Public

My Commission Expires: 3/2/11

Residing at: Orem, UT

**UTAH HOUSING CORPORATION
TAX-EXEMPT FINANCING RIDER
(to Deed of Trust)**

THIS TAX-EXEMPT FINANCING RIDER is made this 29th day of October, 2008, and is incorporated into and shall be deemed to amend and supplement the Deed of Trust ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to Countrywide Bank, FSB ("Lender") of the same date and covering the property (the "Property") described in the Security Instrument and located at:

2234 East Hawthorne Street
Saratoga Springs, Utah 84043
(Property Address)

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

Lender, or each of its successors or assigns as may by separate instrument assume responsibility for assuring compliance by the Borrower with the provisions of this Tax-Exempt Financing Rider, may require immediate payment in full of all sums secured by this Security Instrument if:

- (a) All or part of the Property is sold or otherwise transferred (other than by devise, descent or operation of law) by Borrower to a purchaser or other transferee:
 - (i) Who cannot reasonably be expected to occupy the Property as his/her principal residence within a reasonable time after the sale or transfer, all as provided in Section 143 (c) and (i)(2) of the Internal Revenue Code; or
 - (ii) Who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Section 143(d) and (i)(2) of the Internal Revenue Code [except "100 percent" shall be substituted for "95 percent or more" where the latter appears in Section 143(d)(1) and except that this subparagraph (ii) shall not apply if the Property is a targeted area residence on the date of such sale or transfer]; or
 - (iii) At an acquisition cost which is greater than 90 percent of the average area purchase price (greater than 110 percent for targeted area residences) all as provided in Section 143(e) and (i)(2) of the Internal Revenue Code; or
 - (iv) Who has a gross family income in excess of 115% of the applicable median family income (140% of the applicable median family income for a purchaser or transferee of a residence in a targeted area), except that 100% and 120% shall be substituted for 115% and 140%, respectively, if the purchaser or other transferee has a family of fewer than 3 individuals, all as provided in Sections 143(f) and (i)(2) of the Internal Revenue Code.
- (b) Borrower fails to occupy the Property described in the Security Instrument for the term of the Borrower's Note without prior written consent of Lender or its successors or assigns described at the beginning of this Tax Exempt Financing Rider; or
- (c) Borrower omits or misrepresents a fact that is material with respect to the provisions of Section 143 of the Internal Revenue Code in an application, affidavit or any related instrument made in connection with the loan secured by this Security Instrument.

References are to the 1986 Internal Revenue Code in effect on the date of execution of the Security Instrument and are deemed to include the implementing regulations.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions in this Tax-Exempt Financing Rider.

[Signature]
Borrower
Borrower

STATE OF UTAH)
) ss.
COUNTY OF Utah)

On the 29 day of October, 2008, personally appeared before me Dakota Richards
the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.

Residing in Orem, UT

Commission Expires: 3/2/11

[Signature]
Notary Public

After recording, mail to:

