

Prepared By:
SHELLEY FARSHCHIAN
CITYWIDE HOME LOANS, LLC
9785 S. MONROE STREET,
SUITE 200
SANDY, UT 84070-
(801) 208-5222

After Recording Return To:
FIRST AMERICAN MORTGAGE
SOLUTIONS ON BEHALF OF
STEARNS LENDING
1795 INTERNATIONAL WAY
IDAHO FALLS, ID 83402

ATTN: MARC WESTERN

BT-18237

[Space Above This Line For Recording Data]

DEED OF TRUST

WHITEHEAD
Loan #: 5811742732
MIN: 100562758117427329
MERS Phone: 1-888-679-6377
PIN: 45-682-0200

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 JULY 14, 2020, together with all Riders to this document.

(B) "Borrower" is GORDON WHITEHEAD AND GRACE WHITEHEAD, HUSBAND AND WIFE;. Borrower is the trustor under this Security Instrument.

(C) "Lender" is CITYWIDE HOME LOANS, LLC. Lender is a LIMITED LIABILITY COMPANY organized and existing under the laws of CALIFORNIA. Lender's address is 9785 S. MONROE STREET, SUITE 200 · SANDY, UT 84070.

(D) "Trustee" is BARTLETT TITLE.

(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 JULY 14, 2020. The Note states that Borrower owes Lender TWO HUNDRED EIGHTY-SEVEN THOUSAND AND 00/100 Dollars (U.S.

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\$287,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **AUGUST 1, 2050**.

(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]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Other(s) [specify]
- Second Home Rider
- Biweekly Payment Rider

(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.



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Exhibit "A"

Property Description

The land referred to is located in **Utah** County, **State of Utah**, and is described as follows:

Lot 200, Plat "C-7", LEGACY FARMS AT SPANISH FORK SUBDIVISON, Spanish Fork, Utah, according to the official plat thereof on file and of record in the Utah County Recorder's Office, Utah.

(45:682:0200)