UHC Form 040A Rev 08/08/18

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WHEN RECORDED MAIL TO:
Utah Housing Corporation
2479 South Lake Park Blvd
West Valley City, UT 84120

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ENT 11745:2022 PG 1 of 3
Andrea Allen
Utah County Recorder
2022 Jan 27 01:38 PM FEE 40.00 BY AR
RECORDED FOR Vanguard Title Insurance Agency, LLC - 0rem
ELECTRONICALLY RECORDED

## UTAH HOUSING CORPORATION SUBORDINATE DEED OF TRUST (MERS)

Vanquerel Title# 730						
THIS DEED OF TRUST is	made on Janua	ry 24th	, 2	022	between	
Michael Jay Thueson & R	ylee R Thueson					("Borrower"),
Vanguard Title Insurance	Agency, LLC					("Trustee"),
Mortgage Electronic Regis defined, and Lender's succ and has an address and tel- ("Beneficiary"), and Ca	cessors or assigns). Mephone number of P. C	ERS is organi D. Box 2026, I	ized and existing	under the	laws of Delaware,	
Borrower owes the Lender the	ACCOUNT AND ADDRESS OF THE PARTY OF THE PART					
and dated the same date as this Su					ed by a Subordina	
debt evidenced by the Note, v						
Borrower irrevocably grants	and conveys to Trus	stee, in trust	t, with power o	f sale, the	e following descri	ibed real property
located in Utah			tah ("Property"		Č	F1
which has an address of	648 E 400 S					
Payson		,Utah	84651-2915	("Pro	perty 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. Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Deed of Trust; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this 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 Rider to Deed of Trust (the "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 Rider to Deed of Trust;
- 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 Rider to 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 Rider to Deed of Trust;

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- 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.

Any restrictions on conveyance in any loan document or deed of trust will automatically terminate if title to the mortgaged property is transferred by foreclosure or deed-in-lieu of foreclosure, or if the mortgagee is assigned to the Secretary of HUD.

MIT The
Michael Jay Thueson
Ryles R Thueson
STATE OF UTAH)
COUNTY OF Ufall
On this 24th day of January, in the year 2022, before me Telay Rusband,
(notary public)
a notary public, personally appeared Michael Lay Thursonand Kylee R. Thurson, proved on the basis of
satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed in this document, and acknowledged
he/she/they) executed the same.
TEJAY RASBAND Notary Signature
(Notary Seal) COMMISSION# 709133 COMM. EXP. 11-10-2023
MORTGAGE LOAN ORIGINATOR: Jesse Fisco

NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER: 1884283

NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER: 1359687

MORTGAGE LOAN ORIGINATION COMPANY: Canopy Mortgage, LLC

## **EXHIBIT A**

## **Legal Description**

Order No.: 73014-TJR

COMMENCING 80 FEET WEST OF THE NORTHEAST CORNER OF LOT 3, BLOCK 1, PLAT K, PAYSON CITY SURVEY; THENCE SOUTH 85 FEET; THENCE WEST 79 FEET; THENCE NORTH 85 FEET; THENCE EAST 79 FEET TO THE POINT OF BEGINNING.

Tax Parcel No.: 08-070-0014