

12241984  
3/17/2016 2:57:00 PM \$22.00  
Book - 10412 Pg - 2214-2220  
Gary W. Ott  
Recorder, Salt Lake County, UT  
DOCUMENT PROCESSING SOLUTIONS  
BY: eCASH, DEPUTY - EF 7 P.

**After Recording Return To:**

Ocwen Loan Servicing, LLC  
Attn: HAMP Modifications  
P.O. Box 24737  
West Palm Beach, FL 33416  
Investor #: 12280

[Space Above This Line for Recording Data]

**SUBORDINATE MORTGAGE**

Servicer: Ocwen Loan Servicing, LLC  
Original Mortgagor / Maker: MANUEL GARCIA VASQUEZ AND CARINA M. GARCIA  
Marital Status: MARRIED  
Original Mortgagee / Payee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,(MERS) SOLELY AS NOMINEE FOR SECURITY HOME MORTGAGE LLC  
Original Amount: \$ 228,016.00  
Original Mortgage Date: OCTOBER 23, 2009  
Date Recorded: OCTOBER 28, 2009  
Reel / Book: 9774 Page / Liber: 6452  
CRFN / Document/Instrument #: 10826436  
AP# / Parcel #: 20-13-159-009-0000  
Property Address: 5702 SOUTH STONE BLUFF WAY  
City: SALT LAKE CITY County: SALT LAKE State: UTAH

Present Holder of the Note and Lien: OCWEN LOAN SERVICING, LLC  
Holder's Mailing Address:  
(Including county) 5720 Premier Park Dr,  
West Palm Beach, FL 33407  
Palm Beach County

New Money \$

**LEGAL DESCRIPTION:**

Part 1  
LOT 701, PARK RIDGE SUBDIVISION, PHASE 7, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH.

Registered Land (OH Only):  YES  NO  
AFN# (OH Only): \_\_\_\_\_  
District (NYC Only): \_\_\_\_\_ Section: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_  
District (MA Only): \_\_\_\_\_  
Lot (DC Only): \_\_\_\_\_ Square: \_\_\_\_\_

Recording Requested By:  
Ocwen Loan Servicing, LLC

When Recorded Return to:  
Ocwen Loan Servicing, LLC  
Attention: Modification Processing  
PO Box 24737  
West Palm Beach, FL 33416-9838

Loan Number: 602492477  
FHA Case No. 521-7417132

APN: 20-13-159-009-0000

This page is intended to be utilized for recording purposes only. It is included to ensure the correct margins are provided which will allow for recording of the original document. This page is a duplicate 1<sup>st</sup> page, and does not change any terms or conditions of the recorded document. The original, signed document remains unaltered.

----- {Space above this line for recording data} -----

## SUBORDINATE MORTGAGE

This Subordinate Mortgage ("Security Instrument") is given on 3/26/2015. The Mortgagor is Manuel Garcia Vasquez Carina M Garcia, whose address is 5702 S Stone Buff Way, Salt Lake City, UT. 84118 ("Borrower"). This Security is given to the Secretary of Housing and Urban Development, whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of U.S. \$3,974.97. This debt is evidenced by Borrower's note dated the same date as this Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on 3/1/2045. This Security Instrument secures Lender: (a) the repayment of all the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums with interest advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to the Lender, with power of sale the following described property located in Salt Lake County, UT:

See attached Legal Description

Which has the address of 5702 S Stone Bluff Way, Salt Lake City, UT 84118 ("Property Address");

Together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

This security instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.



Borrower and Lender covenant agree as follows:

**UNIFORM COVENANTS.**

1. Payment of Principal. Borrower shall pay when due the principal of the debt evidenced by the Note.
2. Borrower Not Released: Forbearance By Lender Not a Waiver. Extension of the time of payment of the sum secured by this Security Instrument granted by Lender to any successor in the interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in the interest. Lender shall not be required to commence proceedings against any successors in the interest or refuse to extend time for payment of otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in the interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
3. Successors and Assigns Bound; Joint and Several Liability: Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sum secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument of the Note without that Borrower's consent.
4. Notices. Any notices to Borrower provided for in this Security Instrument shall be given by delivering it by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street, SW, Washington, DC 20410 or any address Lender designates by notice to Borrower or Lender when given as provided in this paragraph.
5. Governing Law: Severability. This Security Instrument shall be governed by Federal Law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
6. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**NON UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**7. Acceleration: Remedies.**

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under the Paragraph 7 of the Subordinate Note, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph or applicable law.



By signing, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witness Signature Sara Twiner

Print Sara Twiner

Signature Maria Marrocal

Print Maria Marrocal

Manuel Garcia Vasquez (Seal)  
Manuel Garcia Vasquez 4-6-15  
Borrower

Witness Signature Sara Twiner

Print Sara Twiner

Signature Maria Marrocal

Print Maria Marrocal

Carina M Garcia (Seal)  
Carina M Garcia 4/6/15  
Borrower

Witness Signature \_\_\_\_\_

Print \_\_\_\_\_

Signature \_\_\_\_\_

Print \_\_\_\_\_

\_\_\_\_\_  
(Seal)  
Borrower

Witness Signature \_\_\_\_\_

Print \_\_\_\_\_

Signature \_\_\_\_\_

Print \_\_\_\_\_

\_\_\_\_\_  
(Seal)  
Borrower



**BORROWER ACKNOWLEDGMENT**

State of Utah

County of Salt Lake

On this 10 day of April, 2018 before me, the undersigned, a Notary Public in and for said county and state, personally appeared Manuel Garcia Vasquez Carina M Garcia personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.

*Sara L. Farnsworth*  
Notary Public  
My Commission Expires: 2-28-18  
Sara L. Farnsworth



---

Lot 701, Plat 1, PARK RIDGE SUBDIVISION, Phase 7, according to the Official Plat thereof as recorded in the Office of the Salt Lake County Recorder, State of Utah.

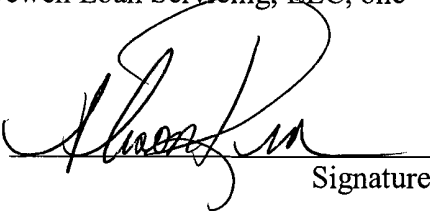
---

page 6

BK 10412 PG 2219

Certificate of Preparation

This is to certify that this instrument was prepared by Ocwen Loan Servicing, LLC, one of the parties named in the instrument.



Signature

(Alison Rivera)  
LOSS MITIGATION

Ocwen Loan Servicing LLC  
Loss Mitigation Department  
5720 Premier Park Dr  
West Palm Beach, FL 33407  
1-800-850-4622