WHEN RECORDED MAIL TO: SecurityNational Mortgage Company Attn: Final Document Department 5300 South 360 West, Suite 150 Murray, UT 84123 12369179 9/20/2016 2:12:00 PM \$18.00 Book - 10478 Pg - 198-202 Gary W. Ott Recorder, Salt Lake County, UT BACKMAN TITLE SERVICES BY: eCASH, DEPUTY - EF 5 P.

5-094367 34-07-354-025

LOAN #: 000812775

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

MIN: 1000317-0000718354-0 MERS PHONE #: 1-888-679-6377

THIS DEED OF TRUST is made on September 19, 2016

between **BRITTNIE** 

**BROWNING, A SINGLE WOMAN** 

("Borrower"),

## **Backman Title**

("Trustee"),

Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors or assigns). 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, ("Beneficiary"), and **SecurityNational Mortgage Company** 

("Lender").

UHC Form 040A Rev 07/15 Ellie Mae, Inc.

Page 1 of 4

Initials: 10826UTMD 0815 10826UTMD (CLS) 09/16/2016 10:57 AM PST

Borrower owes the Lender the s	sum of SEVEN THOUSAND FIVE HUND	LOAN #: 000812775 DRED EIGHTY AND NO/100*
*****	*********	***** dollars
( \$7,580.00 Subordinate Deed of Trust. This by the Note, with interest, and (b)	) evidenced by a Subordinate Note ("Note Subordinate Deed of Trust secures (a) the re b) the repayment of all sums advanced by t	epayment of the debt evidenced
real property located in Salt I a	d conveys to Trustee, in trust, with power oake ATTACHED HERETO AND MADE A PAR	County, Utan ("Property")

which has an address of 14849 South Treseder Street, Draper

[City]

Utah 84020

("Property Address").

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;
- 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 Rider to Deed of Trust;

UHC Form 040A Rev 07/15 Ellie Mae, Inc.

Page 2 of 4

nitials: 0826UTMD 0815 10826UTMD (CLS) 10826UTMD (CLS) 09/16/2016 10:57 AM PST

LOAN #: 000812775

- 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;
- 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.

PRITTNIE BROWNING

19 (Seal

UHC Form 040A Rev 07/15 Ellie Mae, Inc.

Page 3 of 4

Initials: 10826UTMD 0815 10826UTMD (CLS) 09/16/2016 10:57 AM PST

LOAN #: 000812775

STATE OF UTAH

COUNTY OF Salt Lake

) ss

Subscribed and sworn to before me this 19th

day of September, 2016

My Commission Expires: 4.20 · 20

esiding at: BouNY

Lender: SecurityNational Mortgage Company

**NMLS ID: 3116** 

Loan Originator: Troy Gayle Johnson

NMLS ID: 386975

MI N

Michael U. Brinkerhoff Notary Public State of Utah My Commission Expires on: April 20, 2020 Comm. Number: 688725

UHC Form 040A Rev 07/15 Ellie Mae, Inc.

Page 4 of 4

Initials: 10826UTMD 0815 10826UTMD (CLS) 09/16/2016 10:57 AM PST Order No.: 5-094367

## **EXHIBIT "A"**

## LEGAL DESCRIPTION

Lot No. 2, Building No. 15, contained within CHANDLER POINTE AT SOUTH MOUNTAIN, PHASE 1, a Planned Unit Development, as the same is identified in the Plat Map recorded in Salt Lake County, Utah as Entry No. 8842415 in Book 2003P at Page 317 of the official records of the County Recorder of Salt Lake County, Utah (as said Plat Map may have theretofore been amended or supplemented) and in the Declaration of Covenants, Conditions and Restrictions of CHANDLER POINTE AT SOUTH MOUNTAIN, recorded in Salt Lake County, Utah as Entry No. 8874591 in Book 8904 at Page 4164 of the official records of the County Recorder of Salt Lake County, Utah (as said Declaration may have heretofore been supplemented), together with an undivided percentage of ownership interest in the common areas and facilities.

Parcel No.: 34-07-354-025