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06/16/2017 02:07 PM \$32.00
Book - 10568 Pg - 5266-5277
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BANK OF AMERICA
11802 RIDGE PARWAY STE 100
BROOMFIELD CO 80021
BY: CRP, DEPUTY - MA 12 P.

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEED OF TRUST

RECORDING REQUESTED BY & RETURN TO:
BANK OF AMERICA, N.A.
ATTN: HOME RETENTION DIVISION
11802 Ridge Parkway, Suite 100
Broomfield, CO 80021

Prepared by: Vickie Maes
BANK OF AMERICA, N.A.
11802 Ridge Parkway, Suite 100
Broomfield, CO 80021
810522
1-720-445-3581

GRANTOR(S): Michael O'Connor and Miriam Clark O'Connor (vesting party)
4483 Hawarden Dr, West Valley City, UT 84119

GRANTEE: Secretary of Housing and Urban Development
Department of Housing and Urban Development
Attention: C & L Service Corp. /Morris-Griffin Corp.
2488 E. 81st Street Suite 700, Tulsa, OK 74137

APN: 21-05-430-008-0000
TRUSTEE: Legends Title Insurance Agency

SPACE ABOVE FOR RECORDER USE

WHEN RECORDED MAIL TO:

Bank of America, N.A.
11802 Ridge Parkway, Ste 100 HRM
Broomfield, CO 80021

PREPARED BY:

Bank of America, N.A.

FHA Case No. 5218010954703

DOC ID 0652315816637105B

~~See Exhibit B for assignments of record if applicable - VM~~

DEED OF TRUST

Miriam Clark O'Connor (vesting party)

THIS DEED OF TRUST ("Security Instrument"), is given on March 18, 2017. The Trustor(s) are Michael O'Connor, whose address is 4483 Hawarden Dr, West Valley City, UT 84119 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is **Department of Housing and Urban Development, Attention: C&L Service Corp./ Morris-Griffin Corp. 2488 E 81st Street, Suite 700, Tulsa, OK 74137** ("Lender"). Borrower owes Lender the principal sum of \$39,427.06. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on March 1, 2047. This Security Instrument secures to Lender: (a) the repayment of 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 2 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, State of **Utah**: which has the address 4483 Hawarden Dr, West Valley City, UT 84119 (See Exhibit A for Legal Description if applicable) ("Property Address") more particularly described as follows:



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 or 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **PAYMENT OF PRINCIPAL.** Borrower shall pay when due the principal of the debt evidenced by the Note upon the terms and conditions stated herein and in the Note.
2. **LENDER'S RIGHT TO TAKE ACTION TO PROTECT THE PROPERTY.** If (A) Borrower does not keep all promises and agreements made in this Security Instrument, or (B) someone, including Borrower, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as, for example, a legal proceeding in bankruptcy, in probate, for condemnation, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions under this Paragraph 2 may include, for example, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Lender must give Borrower notice before Lender may take any of these actions.

Borrower will pay to Lender any amounts, with interest, which Lender spends under this Paragraph 2. This Security Instrument will protect Lender in case Borrower does not keep this promise to pay those amounts with interest.

Borrower will pay those amounts to Lender when Lender sends Borrower a notice requesting that Borrower do so. Borrower will also pay interest on those amounts at the same rate stated in the Note. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and Borrower may agree in writing to terms of payment that are different from those in this paragraph.

Although Lender may take action under this Paragraph 2, Lender does not have to do so.



3. **BORROWER NOT RELEASED; FORBEARANCES BY LENDER NOT A WAIVER.** Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to alter the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or 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 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.
4. **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 consigning 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 sums 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 or the Note without that Borrower's consent.
5. **NOTICES.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or 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: C&L Service Corp./Morris-Griffin Corp., 2488 E 81st Street, Suite 700, Tulsa, OK 74137** or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
6. **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 the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
7. **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:



- 8. ACCELERATION; REMEDIES.** If Borrower fails to keep any promise or agreement made in this Security Instrument, including the promise to pay, when due, the amount owed under the Note and this Security Instrument, Lender, prior to acceleration, shall give notice to Borrower as provided in paragraph 5 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 8, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall give Trustee a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold shall record a notice of sale in each county in which the Property or some part thereof is located, and Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto or to the clerk of the superior court of the county in which the sale took place.

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. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to 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.



9. **BORROWER'S RIGHT TO REINSTATE.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to keep any promise or agreement made in this Security Instrument, including the promise to pay, when due, the amounts due under the Note and this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if the Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
10. **RECONVEYANCE.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing indebtedness secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.
11. **SUBSTITUTE TRUSTEE.** Lender may, from time to time in Lender's discretion remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.
12. **REQUEST FOR NOTICES.** Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address which is the Property Address.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument to give Notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.



IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Michael O'Connor
Michael O'Connor

STATE OF UTAH Salt Lake County ss :

The foregoing instrument was subscribed and sworn to and acknowledged before me

this 8 day of May, 2017

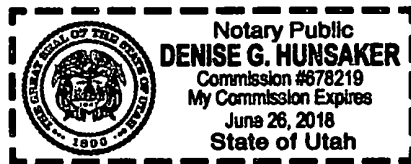
by Michael O'connor
(Borrower(s) Name Printed)

My commission expires: 6/26/2018

Denise G. Hunsaker
Signature of Notary

Salt Lake
Residing at
My Commission Expires: 6/26/2018

(Space Below This Line Reserved For Lender and Recorder)



The undersigned is executing this agreement solely to acknowledge that their ownership interest in the Property is subject to the lien of the Security Instrument, as modified by this Agreement, and not for the purpose of assuming personal liability for the Note.

(Signatures must be signed exactly as printed, original signature required, no photocopies accepted)

 Michael O'Connor, Special Administrator for the Estate
Estate of Helen Audry O'Connor of Helen Audry O'Connor

(Must Be Signed Exactly As Printed)

05/08/2017
MM/DD/YYYY

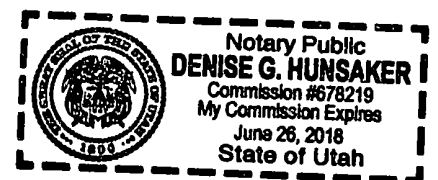
_____ [Space below this line for Acknowledgement] _____

STATE OF Utah
COUNTY OF Salt Lake

On the 8 day of May in the year 2017 before me, the undersigned, a Notary Public, personally appeared Estate of Helen Audry O'Connor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person or entity upon behalf of which the person or entity acted, executed the instrument.

WITNESS my hand and official seal. Michael O'Connor, Special Administrator for the
Denise G. Hunsaker Notary Signature

Denise G. Hunsaker Notary Public Printed Name
6/26/2018 Notary Public Commission Expiration Date



(Please ensure seal does not overlap any language or print)
Signatures continue on the following page



The undersigned is executing this agreement solely to acknowledge that their ownership interest in the Property is subject to the lien of the Security Instrument, as modified by this Agreement, and not for the purpose of assuming personal liability for the Note.

(Signatures must be signed exactly as printed, original signature required, no photocopies accepted)

 Miriam Clark O'Connor
Miriam Clark O Connor

(Must Be Signed Exactly As Printed)

5/8/2017
MM/DD/YYYY

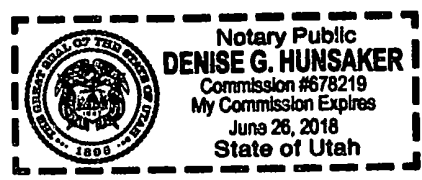
_____ [Space below this line for Acknowledgement] _____

STATE OF Utah
COUNTY OF Salt Lake

On the 8 day of May in the year 2017 before me, the undersigned, a Notary Public, personally appeared Miriam Clark O Connor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person or entity upon behalf of which the person or entity acted, executed the instrument.

WITNESS my hand and official seal.

Denise G. Hunsaker Notary Signature
Denise G. Hunsaker Notary Public Printed Name
6/26/2018 Notary Public Commission Expiration Date



(Please ensure seal does not overlap any language or print)



Exhibit A

Legal Description

**LOT 1, ANDERTON ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED
IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH.**

APN#: 21-05-430-008-0000

Utah Uniform Probate Code Forms

UUPC Form 30 - Letters Testamentary, or of Administration, or of Special Administration

Mr. (1.01) Michael O'Connor
Attorney's Name and Utah Bar No.

FILED DISTRICT COURT
Third Judicial District

JAN - 9 2015

SALT LAKE COUNTY
By _____ Deputy Clerk

Firm Name
4483 S. Harwarden
Address
WVC UT 84119
City State ZIP
801 963 3711
Telephone

IN THE 3rd JUDICIAL DISTRICT COURT OF Salt (5.02) lake COUNTY
STATE OF UTAH

IN THE MATTER OF THE ESTATE OF
(1.01)
Helen O'Connor
Deceased.

LETTERS:
 TESTAMENTARY
 OF ADMINISTRATION
 OF SPECIAL ADMINISTRATION
Probate No. 153900054
(1.03)

1. Mr. (5.08; 5.18) Michael O'Connor was duly appointed
and qualified as:

- (a) General Personal Representative
- (b) Special Administrator

of the estate of the above-named decedent on the _____ day of _____ (5.19) _____,
20____, by the:

- (a) Court,
- (b) Registrar

with

- (a) all authority pertaining thereto.
- (b) all authority pertaining thereto, except
_____ (5.21)

2. Administration of the estate is: (5.25)

- (a) unsupervised.

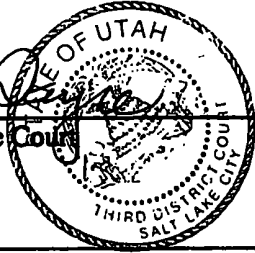
Utah Probate System

- (b) supervised. The above-named personal representative or special administrator may not make any distribution of the estate without prior Court order.

These letters are issued to evidence the appointment, qualification, and authority of the said personal representative or special administrator.

WITNESS, my signature and the Seal of this Court, this 9th day of January
2015.

Jeanne [Signature]
Clerk or Registrar of the Court



By: _____