13395853 9/16/2020 4:15:00 PM \$40.00 Book - 11020 Pg - 3102-3106 RASHELLE HOBBS Recorder, Salt Lake County, UT 1ST LIBERTY TITLE LC BY: eCASH, DEPUTY - EF 5 P.

WHEN RECORDED MAIL TO: Veritas Funding LLC Attn: Final Document Department 7730 South Union Park Avenue, Suite 200 Midvale, UT 84047 801-639-0900 Parcel No. 14-29-401-034

LOAN #: 20060234S

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

MIN: MIN: 1004870-3900001803-4 MERS PHONE #: 1-888-679-6377

THIS DEED OF TRUST is made on **September 16, 2020** 

between CANDIDA MERINO, SINGLE

**WOMAN** 

1st Liberty Title, LC

("Borrower"),

("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 **Veritas Funding LLC** 

("Lender").

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Ent 13395853 BK 11020 PG 3102

which has an address of 3111 South 8400 West, Magna

[City]

Utah 84044

("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:

- 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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LOAN #: 20060234S

- 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.

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CANDIDA MERINO

DATE

UHC Form 040A Rev 08/08/18 Ellie Mae, Inc.



STATE OF UTAH	)
COUNTY OF Salt Lake	)
On this 16 day of Szprevecz	, in the year <u>2020</u> , before me
Corlos Seuls	, a notary public, personally appeared
(notary public) CANDIDA MERINO, SINGLE WOMAN	, a notary public, personally appeared
proved on the basis of satisfactory evidence to be document, and acknowledged (he/she/they) exect	the person(s) whose name(s) (is/are) subscribed in this uted the same.
CARLOS ENRIQUE SEVILLA NOTARY PUBLIC-STATE OF UTAH	Notary Signature
(Notary Seal) COMM. EXP. 03-21-2022	Notary digitating
MORTGAGE LOAN ORIGINATOR: Paula De Santi- NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER: 298109	
MORTGAGE LOAN ORIGINATION COMPANY: NATIONWIDE MORTGAGE LICENSING SYSTE 252108	Veritas Funding LLC EM AND REGISTRY IDENTIFICATION NUMBER:

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## **EXHIBIT "A" (LEGAL DESCRIPTION)**

Commencing at a point 33 feet East and 40 feet South from the center of Section 29, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 68.5 feet; thence East 148 feet; thence North 68.5 feet; thence West 148 feet to the point of beginning.

Less and excepting a portion of the land conveyed in Warranty Deed recorded on May 19, 2017 as Entry No. 12538359 in Book 10559 at Page 659 more particularly described as follows:

A parcel of land in fee for the widening of the existing highway state route 111 known as project No. F-0111(27)10, being part of an entire tract of property situate in the NW1/4 SE1/4 of Section 29, T.1S., R.2W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the Northwest corner of said entire tract in the Easterly right of way line of the existing Highway State Route 111 which corner is 33.00 feet S.89°17'21"E. (East by record) along the quarter section line and 49.50 feet S.00°34'39"W. (South by record) from the center corner of said Section 29, said corner is also approximately 33.00 feet perpendicularly distant Easterly from the control line of said project opposite engineer station 425+93.10; and running thence S.89°17'21"E. (East by record) 17.00 feet along the Southerly right of way line of 3100 South Street to a point 50.00 feet perpendicularly distant Easterly from the control line of said project opposite engineer station 425+93.06; thence S.46°19'33"W. 23.73 feet to a point in said easterly right of way line at a point 33.00 feet easterly perpendicularly distant Easterly from the control line of said project opposite engineer station 425+76.50; thence N.00°34'39"E. (North by record) 16.60 feet along said Easterly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 141 square feet or 0.003 acre in area, more or less.

TAX ID: 21-18-382-031 14-29-401-034

Property Address: 4547 West 6090 South

Salt Lake City, UT 84118

County: Salt Lake County