UHC Form 040A Rev 08/08/18

WHEN RECORDED MAIL TO:

<u>Utah Housing Corporation</u>

2479 South Lake Park Blvd

West Valley City, UT 84120

13846150 B: 11281 P: 6601 Total Pages: 3
12/13/2021 04:18 PM By: bmeans Fees: \$40.00
SBTRD- SUBORDINATE DEED OF TRUST
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

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UTAH HOUSING CORPORATION SUBORDINATE DEED OF TRUST (MERS)

MIN: 100020420003647173	110000
	14-32-329-086
THIS DEED OF TRUST is made onDecember 13th,2021	between
Austin Michael Gailey, an unmarried man	("Borrower"),
Cottonwood Title Insurance	("Trustee"),
Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for I defined, and Lender's successors or assigns). MERS is organized and existing under and has an address and telephone number of P. O. Box 2026, Flint, MI 48501-2026 ("Beneficiary"), and	er the laws of Delaware,
Borrower owes the Lender the sum of Fifteen Thousand, One Hundred Two	
and	
dated the same date as this Subordinate Deed of Trust. This Subordinate Deed of debt evidenced by the Note, with interest, and (b) the repayment of all sums advantage of the Note, with interest, and (b) the repayment of all sums advantage.	
Borrower irrevocably grants and conveys to Trustee, in trust, with power of sa	le, the following described real property
located in Salt Lake County, Utah ("Property")	, ,
which has an address of 8428 W Cordero Dr	
Magna ,Utah 84044 zip Codc	("Property Address").

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:
- 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.

STATE OF UTAH

COUNTY OF SITUAL

On this 3 day of Occombety, in the year before me Outlet, Minimum, (notary public)

a notary public, personally appeared AUDIN MICHAEL States 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.

DARLA K. MILOVICH NOTARY PUBLIC-STATE OF UTAH COMMISSION# 702456

(Notary Seal)

MORTGAGE LOAN ORIGINATOR: Brandon Mower

NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER: 1716073

MORTGAGE LOAN ORIGINATION COMPANY: DHI Mortgage Company Ltd

NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER: 14622

COMM. EXP. 10-18-2022

File No. 145546-DMP.

EXHIBIT A PROPERTY DESCRIPTION

Lot 185, GATEWAY TO LITTLE VALLEY PHASE 1A PLAT, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.

Tax ld No.: 14-32-329-086