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

13857396 B: 11288 P: 1108 Total Pages: 6
12/28/2021 01:28 PM By: dhummel 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

141302.DMP

14.32.320.050

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

MIN: 100020420003359571

THIS DEED OF TRUST is	s made on Dece	mber 28th	, 2	021	between	
Angelo E Colina Sanchez	& Keyla K Morrel	l Munoz, Hus	band and Wife	e	<del></del>	("Borrower"),
Cottonwood Title Ins Ager	ncy, Inc.					("Trustee"),
Mortgage Electronic Regi	stration Systems, Inc.	("MERS"), (so	olely as nominee	for Lender,	as hereinafter	
defined, and Lender's suc-						
and has an address and tel			Flint, MI 48501-2	2026, tel. (8	888) 679-MERS,	
("Beneficiary"), and Di	II Mortgage Comp	any Ltd			("Lender").	
Borrower owes the Lender th						ite Note ("Note")
dated the same date as this Su						
debt evidenced by the Note, v						
Borrower irrevocably grants located in <b>Salt Lake</b>	,	ustee, in trust		of sale, the	•	
which has an address of	8516 W Corde	ero Dr				
Magna		"Utah	84044	("Prop	erty Address").	
City			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;
- 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.

Angelo E Colina Sanchez
Keyla K Morrell Munoz
STATE OF UTAH)
COUNTY OF Sait Lake
On this 28 day of December, in the year zozi, before me Kylewiliams, (notary public)
a notary public, personally appeared Argen E Colm Sacret + munoz, proved on the basis 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.
KYLE WILLIAMS  Notary Signature  COMMISSION# 715785

(Notary Seal) COMM. EXP. 02-22-2025

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

LOAN #: 210341634 MIN: 1000204-2000335957-1

### PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 28th day of December, 2021, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to DHI Mortgage Company, Ltd.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 8516 W Cordero Dr, Magna, UT 84044

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS

(the "Declaration"). The Property is a part of a planned unit development known as Little Valley Gateway

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- **B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

MULTISTATE PUD RIDER - Single Family/Second Mortgage - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
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ICE Mortgage Technology, Inc.
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GPUD

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- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- **D.** Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.
- **E.** Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

MULTISTATE PUD RIDER - Single Family/Second Mortgage - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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#### LOAN #: 210341634

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

/ Z-Z 8- Z / (Seal) **ANGELO E COLINA SANCHEZ** 

/2-28-2/ (Seal)

**KEYLA K MORRELL MUNOZ** 

MULTISTATE PUD RIDER - Single Family/Second Mortgage - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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File No. 141392-DMP.

# EXHIBIT A PROPERTY DESCRIPTION

Lot 157, 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.: 14-32-329-058