

13880888 B: 11300 P: 4796 Total Pages: 6  
01/31/2022 11:48 AM By: ndarmiento Fees: \$40.00  
TRD- TRUST DEED  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: BOSTON NATIONAL TITLE AGENCY, LLC  
129 W TRADE ST FL 9CHARLOTTE, NC 282022143

After recording please return to:  
SERVICELINK  
ATTN: LOAN MODIFICATION  
SOLUTIONS  
3220 EL CAMINO REAL  
IRVINE, CA 92602

This document prepared by:  
PENNYMAC LOAN SERVICES, LLC  
JAMES FAIRALL  
6101 CONDOR DRIVE, SUITE 200  
MOORPARK, CA 93021  
866-549-3583

Tax Serial Number of Parcel 32-12-183-043-  
0000

*[Space Above This Line For Recording Data]*

LOAN NO.: 8-29954611

FHA/VA Case No.: 523-0532683

## UTAH DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is given on February 12, 2021. The Borrower is KIRK ROBERTS

Whose address is 14626 SOUTH EDGEMERE DRIVE, HERRIMAN, UT 84096-8306 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Trustee is Halliday Watkins & Mann, P.C. Borrower owes Lender the principal sum of Eleven Thousand Four Hundred Sixty Two and 44/100ths Dollars (U.S. \$11,462.44). 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 February 1, 2050. 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, advanced under Paragraph 7 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 the power of sale the following described property located in SALT LAKE County, Utah:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

which has the address of 14626 SOUTH EDGEMERE DRIVE, HERRIMAN, UT 84096, ("Property Address");

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.

Borrower and Lender covenant agree as follows:

**UNIFORM COVENANTS.**

**1. Payment of Principal.** Borrower shall pay when due the principal of the debt evidenced by the Note.

**2. Borrower Not Released; Forbearance 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 release 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.

**3. 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 co-signing 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.

**4. 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: Single Family Notes Branch, 451 Seventh Street, SW, Washington, DC 20410 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.

**5. 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.

**6. 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:

**7. Acceleration; Remedies.** If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 of the Note, 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 Secretary under this paragraph or applicable law.

Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in the Note or this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default 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 default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument 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 expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and of the election to cause the Property to be sold and shall record such notice in each county in which any part of the Property is located. Lender or 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. In the event Borrower does not cure the default within the period then prescribed by Applicable Law, Trustee shall give public notice of the sale to the persons and in the manner prescribed by Applicable Law. After the time 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 any order Trustee determines (but subject to any statutory right of Borrower to direct the order in which the Property, if consisting of several known lots or parcels, shall be sold). Trustee may in accordance with Applicable Law, 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 its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property 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 expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the county clerk of the county in which the sale took place.

8. **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 debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconvening the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

9. **Substitute Trustee.** Lender, at its option, may from time to time 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 Trustee herein and by Applicable Law.

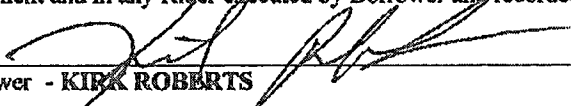
10. **Request for Notices.** Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.



**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 Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

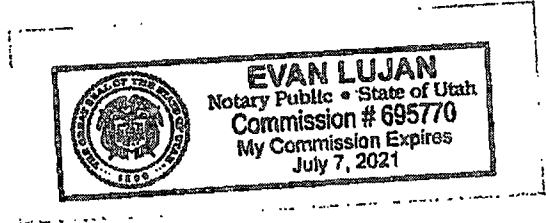
  
Borrower - **KIRK ROBERTS**

Date: 02, 26, 2021


**ACKNOWLEDGMENT**

State of Utah §  
County of Salt Lake §  
§

The foregoing instrument was acknowledged before me this February 26, 2021 by **KIRK ROBERTS**.



(Seal)

  
Signature of Person Taking Acknowledgment

Evan Lujan  
Printed Name

Loan Originator  
Title

Residing at: West Valley

My Commission Expires: July 7, 2021

Loan Originator Organization: PennyMac Loan Services, LLC, NMLSR ID: 35953  
Individual Loan Originator's Name NMLSR ID: N/A



**EXHIBIT A**

**BORROWER(S): KIRK ROBERTS**

**LOAN NUMBER: 8-29954611**

**LEGAL DESCRIPTION:**

**STATE OF UTAH, COUNTY OF SALT LAKE, AND DESCRIBED AS FOLLOWS:**

**UNIT NO. 3, BUILDING NO. 161, CONTAINED WITHIN THE ROSECREST VILLAGE P. U. D PLAT 3, AMENDED 5, AMENDING BUILDINGS 52, 53, 54, 55, 56, 57, 58 AND 161, A PLANNED UNIT DEVELOPMENT, AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP RECORDED IN SALT LAKE COUNTY, UTAH, AS ENTRY NO. 11395832, IN BOOK 2012P, AT PAGE 67, AND IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ROSECREST VILLAGE P. U. D PLAT 3, RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER ON JULY 5, 2000, IN BOOK 8373, AT PAGE 1559, AS ENTRY NO. 7673671 (AS SAID MAP AND DECLARATION MAY BE AMENDED AND/OR SUPPLEMENTED), TOGETHER WITH A NON-EXCLUSIVE RIGHT AND EASEMENT OF USE AND ENJOYMENT IN AND TO THE COMMON AREAS DESCRIBED, AND AS PROVIDED FOR, IN SAID PLAT AND SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.**

**Tax Serial Number of Parcel: 32-12-183-043-0000**

**ALSO KNOWN AS: 14626 SOUTH EDGEMERE DRIVE, HERRIMAN, UT 84096**



**EXHIBIT "A"**

**THE FOLLOWING DESCRIBED TRACT OF LAND IN SALT LAKE COUNTY, STATE OF UTAH:**

**UNIT NO. 3, BUILDING NO. 161, CONTAINED WITHIN THE ROSECREST VILLAGE P.U.D., PLAT 3, AMENDED 5, AMENDING BUILDINGS 52,53,54,55,56,57,58 AND 161, A PLANNED UNIT DEVELOPMENT, AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP RECORDED IN SALT LAKE COUNTY, UTAH, AS ENTRY NO. 11395832, IN BOOK 2012P, AT PAGE 67, AND IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ROSECREST VILLAGE P.U.D., PLAT 3, RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER ON JULY 5, 2000, IN BOOK 8373, AT PAGE 1559, AS ENTRY NO. 7673671 (AS SAID MAP AND DECLARATION MAY BE AMENDED AND/OR SUPPLEMENTED).**

**Tax ID: 32-12-183-043-0000**

**NOTE: The property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.**

**Being that parcel of land conveyed to Kirk Roberts, a married man from Yong Seo and Su Yeon Jung, husband and wife, as Joint Tenants by that deed dated 12/27/2017 and recorded 12/28/2017 in deed book 10634, at page 3313 of the Salt Lake County, UT public registry.**

**PARCEL NUMBER(S): 32-12-183-043-0000**