WHEN RECORDED MAIL TO: Utah Housing Corporation 2479 South Lake Park Blvd West Valley City, UT 84120 13981663 B: 11354 P: 6784 Total Pages: 3 07/07/2022 02:15 PM By: adavis Fees: \$40.00 Rashelle Hobbs, Recorder, Salt Lake County, Utah Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC. 1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

CT-159506-CAF

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

TIN 14-30- 2-33-007 MIN: 100562758231228579

THIS DEED OF TRUST is:	made on July 7th	ı		2022	between	
Emmanuel Fuentes A Marrie	ed Man;				<del></del>	("Borrower"),
Cottonwood Title						("Trustee"),
Mortgage Electronic Regist defined, and Lender's succe and has an address and telep ("Beneficiary"), and City	ssors or assigns). ME bhone number of P. O.	RS is organi: Box 2026, F	zed and existir	ng under the l	aws of Delaware,	,
Borrower owes the Lender the	sum of Twenty T	housand, E	Eighty-Nine	and No/100		
and	/00 dollars (\$	20,0	89.00	) evidence	d by a Subordina	ite Note ("Note")
dated the same date as this Sub					t secures (a) the i	repayment of the
debt evidenced by the Note, wi	th interest, and (b) t	he repayme	ent of all sum	s advanced	by the Lender to	enforce the Note.
Borrower irrevocably grants a located in Salt Lake			, with power ah ("Property		c following descr	ribed real property
which has an address of	2859 S 8850 W					
Magna		,Utah	84044 Zip Code	("Pro	perty 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
- 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 SAITLAKE
On this 1th day of Juy, in the year 200, before me Knish Chulc,
(notary public)
satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed in this document, and acknowledged
(Notary Seal KRISTA CROOK  NOTARY PUBLIC-STATE OF UTAH  COMMISSION# 712901  COMM. EXP. 07-06-2024

MORTGAGE LOAN ORIGINATOR: John Creager

NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER: 2098333 MORTGAGE LOAN ORIGINATION COMPANY: Citywide Home Loans, LLC

NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER: 67180

File No. 159506-CAF.

## EXHIBIT A PROPERTY DESCRIPTION

Commencing at a point 2,254.2 feet East and South 00°52'00" East 995.55 feet from the Northwest corner of the Northeast quarter of Section 30, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 00°52'00" East, 49.5 feet; thence North 88°53'00" East, 165 feet; thence North 00°52'00" West, 49.5 feet; thence South 88°53'00" West, 165 feet to the place of commencement. (Also known as being the South 5 1/9 feet of Lot 45 and the North 44.39 feet of Lot 46, Fairview Park - Unrecorded Subdivision.)

Tax Id No.: 14-30-233-007

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