

Trust Deed Page 1 of 4
Gary Christensen Washington County Recorder
06/20/2024 02:43:02 PM Fee \$40.00 By
COTTONWOOD TITLE INSURANCE AGENCY,
INC.

UHC Form 040A
Rev 08/08/18

WHEN RECORDED MAIL TO:
Guild Mortgage C/O DOC PROBE
Mail Stop Code: DP1960
1133 Ocean Avenue
Lakewood, NJ 08701

179399-MAD
UTAH HOUSING CORPORATION
SUBORDINATE DEED OF TRUST (MERS)

MIN: **100019900000964435**
W-SPLV-3-28-PT-A

Lender: **118-2016226**

THIS DEED OF TRUST is made on June 19th, 2024 between
CHASE WILLIAM RUSSELL & BREANNA RUSSELL HUSBAND AND WIFE, AS JOINT TENANTS ("Borrower"),
HALLIDAY WATKINS MANN, PC ("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 **Guild Mortgage Company LLC** ("Lender").

Borrower owes the Lender the sum of **Twenty-Eight Thousand, Five Hundred Seventy-Two and No/100** and _____ /00 dollars (\$ **28,572.00**) evidenced by a Subordinate Note ("Note") dated the same date as this Subordinate Deed of Trust. This Subordinate Deed of Trust secures (a) the repayment of the debt evidenced by the Note, with interest, and (b) the repayment of all sums advanced by the Lender to enforce the Note.

Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described real property located in **WASHINGTON** County, Utah ("Property")

which has an address of **1613 S RIPPLE ROCK DR**
WASHINGTON, Utah **84780** ("Property 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.

Chase Russell
CHASE WILLIAM RUSSELL

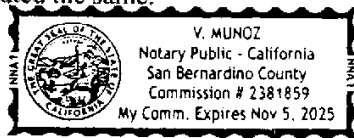
Breanna Russell
BREANNA RUSSELL

STATE OF California ~~UTAH~~ CA)

COUNTY OF San Bernardino)

On this 19 day of June, in the year 2024, before me V. Munoz,
(notary public)

a notary public, personally appeared Chase William Russell & Breanna Russell, 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.



(Notary Seal)

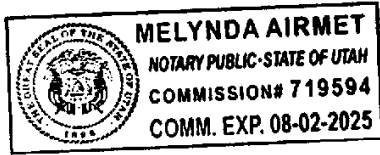
V. Munoz
Notary Signature

MORTGAGE LOAN ORIGINATOR: **Karen Nielson**
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER: **80226**
MORTGAGE LOAN ORIGINATION COMPANY: **Guild Mortgage Company LLC**
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER: **3274**

State of UATH

County of WASHINGTON

On this 20th day of June 2024, before me, Melynda Airmet, a notary public, personally appeared Breanna Russell, who, on the basis of satisfactory evidence, proved to be the person whose name is subscribed in this document and acknowledged that she executed the same.



A handwritten signature in cursive script, appearing to read "Melynda Airmet", written over a horizontal line.

Notary Signature

File No. 179399-MAD.

EXHIBIT A
PROPERTY DESCRIPTION

Lot 28, STARR SPRINGS AT LONG VALLEY PHASE 3 PARTIAL AMENDMENT A, according to the official plat thereof, as filed in the office of the Washington County Recorder, State of Utah.

Tax Id No.: W-SPLV-3-28-PT-A