

Davis County Recorder's Office

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
07/05/2011 04:03 PM
FEE \$14.00 Pgs: 3
DEP RTT REC'D FOR BIG SKY TITLE IN
S AGENCY LLC

Utah Housing Corporation
Subordinate Deed of Trust
(MERS)

Serial # - 09-151-0066

Loan Number: 22274302

WHEN RECORDED, MAIL TO: AMERICA FIRST FEDERAL CREDIT UNION PO BOX 9639 OGDEN, UTAH 84409 EN 2532603 PG 1 OF 2 ERNEST & ROWLEY, WEBER COUNTY RECORDER 30-MN-11 409 PM FEE \$2.00 DEP TOT REC FOR: BIG SKY TITLE

UTAH HOUSING CORPORATION SUBORDINATE DEED OF TRUST (MERS)

MERS MIN #: 100926100000004025

THIS DEED OF TRUST is made on June 29, 2011 between Brandy J Fisher ("Borrower"),

America First Federal Credit Union ("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 AMERICA FIRST FEDERAL CREDIT UNION ("Lender").

Borrower owes the Lender the sum of EIGHT THOUSAND TWO HUNDRED FIFTY-FOUR AND NO/100 Dollars (\$8,254.00), 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 DAVIS County, UTAH ("Property")

Lot 66, Indian Hills Sub No. 2, according to the official plat thereof on file and of record in the Davis County Recorder's Office.

which has an address of

1705 East 2800 North Layton, UT 84041 ("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 Tax Exempt Rider (the "Tax Exempt 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 Tax Exempt Rider to the Deed of Trust;
- 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 Tax Exempt Rider to the Deed of
 Trust;

2605978 BK 5308 PG 857

2532603 W 2 W 2

Loan Number: 22274302

- 3. Borrower transfers all or part of the Property, whether or not in violation of the Senior Deed of Trust or the Tax Exempt Rider to the Deed of Trust;
- 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 of 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 be mailed by first class mail to the principal offices of Lender described above, or any address Lender designates by notice to Borrower.

Branks 1:	Fish (Se	eal) (Seal)
Brandy JV isher	-Borro	wer -Borrower
STATE OF UTAI	H, DAVIS County ss:	
The foregoing in 204 by Witness my hand a	Brandy J Fisher.	efore me this 29+4 day of,
My Commission E	xpires on: 8/11/14	
(Seal)		
	JOEL KENNY NOTARY PUBLIC - STATE OF UTAH COMMISSION #583613 COMM. EXP. 08-11-2014	Notary Public State of Utah Residing at: ogden, Wan