RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
3/22/2013 4:23:00 PM
FEE \$18.00 Pgs: 5
DEP eCASH REC'D FOR FOUNDERS TITLE CO - L

E 2728423 B 5732 P 1617-1621

WHEN RECORDED MAIL TO: AXIOM FINANCIAL, LLC ATTN: FINAL DOCUMENT DEPARTMENT 9350 S. 150 E., SUITE 140 SANDY, UT 84070

LOAN #: 20020021

MIN: 1001454-0020020021-6

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

THIS DEED OF TRUST is made on MARCH 21, 2013 MOLINA, UNMARRIED WOMAN.

between TINAMARIE

Founders Title Company

("Borrower"),

("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

UHC Form 040A Rev 0712 Online Documents, Inc.

Page 1 of 4

Initials: MM 1826UTMD 1210



## 2728423 BK 5732 PG 1618

LOAN #: 20020021

Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Beneficiary"), and AXIOM FINANCIAL, LLC

APN #: 14-126-0125

which has an address of 620 North 1250 West, Clearfield

[City]

Utah

"A".

84015

("Property Address").

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:

 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;

UHC Form 040A Rev 0712 Online Documents, Inc.

Page 2 of 4

Initials: WWW 1826UTMD 1210



LOAN #: 20020021

- 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:
- 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.

ImaMarie Molina (Seal)

UHC Form 040A Rev 0712 Online Documents, Inc.

Page 3 of 4





LOAN #: 20020021

STATE OF UTAH

COUNTY OF Davis

) ss

Subscribed and sworn to before me this 21ST day of MARCH, 2013

My Commission Expires: 3/23/13

Residing at: Davis County, Utah

TRUDI K. FENNER NOTARY PUBLIC - STATE OF UTAH COMMISSION #578033 COMM. EXP. 03-23-2013

UHC Form 040A Rev 0712 Online Documents, Inc.

Page 4 of 4

Initials:



## 2728423 BK 5732 PG 1621

## LEGAL DESCRIPTION EXHIBIT "A"

Lot 123, COUNTRY VILLAGE SUBDIVISION NO. 4, according to the official plat thereof, on file and of record in the Office of the Davis County Recorder, State of Utah.

The following is shown for information purposes only: 14-126-0125