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W3304724

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**U.S. BANK FULFILLMENT
SERVICES
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MADISON HEIGHTS, MICHIGAN
48071**

**E# 3304724 PG 1 OF 6
LEANN H KILTS, WEBER CTY. RECORDER
08-NOV-23 104 PM FEE \$40.00 SED
REC FOR: INDEPENDENT BANK**

This Instrument Prepared By:
**U.S. BANK NATIONAL
ASSOCIATION
4801 FREDERICA ST
OWENSBORO, KENTUCKY 42301
800-365-7900**

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PARTIAL CLAIM DEED OF TRUST

FHA Case Number 521-9237456

Property Address: 1389 E 5800 SOUTH, OGDEN, UTAH 84405-0000

THIS SUBORDINATE DEED OF TRUST ("Security Instrument") is given on the date of execution. The Mortgagor is BRENT PIERCE AND EMILY KATE PIERCE, HUSBAND AND WIFE, whose address is 1389 E 5800 SOUTH, OGDEN, UTAH 84405-0000 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 7th Street S.W., Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of TEN THOUSAND ONE HUNDRED NINETY-SEVEN AND 39/100THS Dollars (U.S. \$10,197.39). The Trustee under this Security Instrument is SCOTT LUNDBERG ("Trustee"), whose address is 3269 S MAIN ST, STE. 100 SALT LAKE CITY, UT 84115.

Notwithstanding the foregoing or any other provisions contained herein, if personal liability with respect to any amounts payable under the primary Note has been discharged in bankruptcy, Borrower and Lender understand and agree that nothing contained herein with respect to any amounts payable under this Note, shall be construed to impose personal liability to repay any such obligation in violation of such discharge. Borrower and Lender further understand and agree that to the extent that such personal liability with respect to any amounts payable under the primary Note has been discharged in bankruptcy, Borrower is entering into this Note voluntarily for the benefits to be obtained thereby and not as an affirmation of the debt evidenced by the primary Note, and that this Note, or any actions taken by the Lender in relation



to this Note, does not constitute a demand for payment or any attempt to collect any such previously discharged obligation.

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 DECEMBER 01, 2045.

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 irrevocably grants and conveys to the Trustee, in trust, with the power of sale the following described property located in WEBER County, UTAH:

LEGAL DESCRIPTION:

THE LAND REFERRED TO IS SITUATED IN THE COUNTY OF WEBER, CITY OF OGDEN AND STATE OF UTAH, DESCRIBED AS FOLLOWS: ALL OF LOT 107, MAIN POINT SOUTH SUBDIVISION NO. 3, PHASE 2, WEBER COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF. PARCEL ID: 07-187-0008

Tax Parcel No.:

07-187-0008 -SD

which has the address of 1389 E 5800 SOUTH, OGDEN, UTAH 84405-0000 ("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 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 of 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 and 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 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: U.S. Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 7th Street S.W., 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. Remedies.

(a) Notice of Default. Lender will give a notice of default to Borrower following Borrower's breach of any covenant or agreement in this Security Instrument. The notice will specify, in addition to any other information required by applicable law: (i) the default; (ii) the action required to cure the default; (iii) that failure to cure the default on or before the date specified in the notice may result in the sale of the Property; and (iv) Borrower's right to bring a court action to deny the existence of a default or to assert any other defense of Borrower to the sale.

(b) Power of Sale; Expenses. If the default is not cured on or before the date specified in the notice, Lender without further demand may invoke the power of sale and any other remedies permitted by applicable law. Lender will be entitled to collect all expenses incurred in pursuing its remedies, including, but not limited to: (i) reasonable attorneys' fees and costs; and (ii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

(c) Notice of Sale; Sale of Property. If Lender invokes the power of sale, Trustee will execute a written notice of the occurrence of an event of default and of the election to cause the Property to be sold and will record such notice in each county in which any part of the Property is located. Lender or Trustee will mail copies of such notice, in the manner prescribed by applicable law, to Borrower and to other required recipients. In the event Borrower does not cure the default within the period then prescribed by applicable law, Trustee will give public notice of the sale to the persons and in the manner prescribed by applicable law. At a time permitted by, and in accordance with applicable law, Trustee, without further demand on Borrower, will 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, will 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.

(d) Trustee's Deed; Proceeds of Sale. Trustee will deliver to the purchaser a Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed will be prima facie evidence of the truth of the statements made in that deed. Trustee will apply the proceeds of the sale in the following order: (i) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs; (ii) to all sums secured by this Security Instrument; and (iii) 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.

(e) Secretary's Remedies. Notwithstanding the foregoing paragraphs (a)-(d), 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, the 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 will deprive the Secretary of any rights otherwise available to a Lender under this section 7 or applicable law.

8. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender will request Trustee to reconvey the Property and will surrender this Security Instrument and all notes evidencing the debt secured by this Security Instrument to Trustee. Upon such request, Trustee will reconvey the Property without warranty to the person or persons legally entitled to it. Borrower will pay any recordation costs associated with such reconveyance. Lender may charge Borrower a fee for reconveying the Property, only if the fee is paid to a third party (such as the Trustee) for services rendered and is permitted under applicable law.

9. Substitute Trustee. Lender may, from time to time, by itself or through the loan servicer, remove Trustee and appoint a successor trustee to any Trustee appointed under this Security Instrument. Without conveyance of the Property, the successor trustee will succeed to all the rights, title, power, and duties conferred upon Trustee in this Security Instrument 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.



BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) signed by Borrower and recorded with it.

[Signature]
Borrower - BRENT PIERCE

Date: 10,16,23

[Signature]
Borrower - EMILY KATE PIERCE

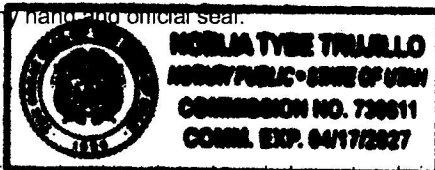
Date: 10,16,23

STATE OF UTAH)
COUNTY OF Davis)
Enter County Here

On this 16th day of October in the year 2023, before me, a notary public, personally appeared **BRENT PIERCE and EMILY KATE PIERCE**, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

(SEAL)



Nora Tye Trujillo
Notary Public Signature)

My Commission expires: 4/17/27

[] The principal making the acknowledgment and signing the document appeared remotely using audio/video communication technology.

