

UPON RECORDING MAIL TO:

Utah Housing Corp. Attn. Josh Arnold
2479 South Lake Park Blvd.
West Valley, UT 84120

FHA Case No. 521-828941 1

MIN: 1007830 0000013778 7

MERS Phone # 1-888-679-6377

SUBORDINATE DEED OF TRUST

THIS SUBORDINATE DEED OF TRUST ("Security Instrument") is given on NOV 30th, 2023. The Mortgagor(s), **DAVID ANDRAS CRESPIAN JR, an unmarried man and DEVIN LEIGH TAPIA, an unmarried woman whose address is 159 S 2830 W, WEST POINT, Utah 84015** ("Borrowers"). This Security Instrument is given to the **Secretary of Housing and Urban Development, and whose address is Office of the Housing HFA-Comptroller, Director of Mortgage Insurance Accounting and Servicing, 451 Seventh Street SW, Washington, DC 20410** ("Lender"). Borrower owes Lender the principal sum of **EIGHT THOUSAND THREE HUNDRED SEVENTY-FOUR AND 59/100 Dollars (U.S. \$ 8,374.59)**. This debt is evidenced by Borrower's Subordinate Note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on the first day of **May 1, 2052**.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extension and modifications of the Note; (b) the payment of all other sums, with interest, 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 Subordinate Note. For this purpose, Borrower hereby irrevocably grants and conveys to the Trustee, in trust, with power of sale the following described real property located in **Davis County, Utah**.

**SEE ATTACHED LEGAL DESCRIPTION
TAX ID# 12-728-0122**

Which has the address **159 S 2830 W WEST POINT, Utah 84015** ("Property Address")

TOGETHER WITH all the improvements now or 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 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 mortgage, 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 or 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 as follows:

UNIFORM COVENANTS.

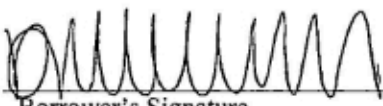
- 1. Payment of Principal.** Borrower shall pay when due the principal of the debt evidenced by the Note.
- 2. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall no 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; Cosigners.** 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 cosigns this Security Instrument but does not execute the Note: (a) is cosigning this Security Instrument only to mortgage, 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 and any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class Mail to: **Department of Housing and Urban Development, Attention: Single-Family Notes Branch, 451 Seventh Street, SW, 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.

NONUNIFORM COVENANTS. Borrower and Lender further covenant and agree as follow:

- 7. **Acceleration; Remedies.** If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under the Paragraph 7 of the Subordinate Note, the Secretary may invoke the non-judicial power of sale provided in the Single-Family Mortgage Foreclosure Act of 1994 ("Act") (12 USC 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 shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph or applicable law.

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

DEVIN LEIGH TAPIA
 Name of Borrower

 Borrower's Signature

 Name of Borrower

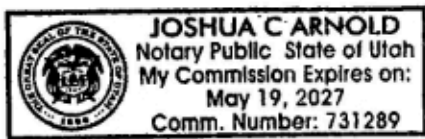
 Borrower's Signature

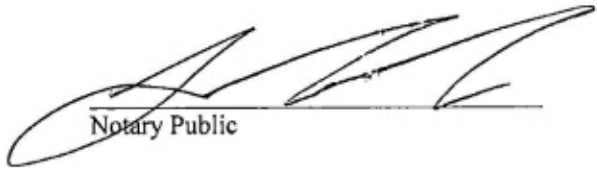
STATE OF UTAH)
Salt Lake)
 Davis COUNTY)

)
) ss

On this 30 day of November, in the year 2023, before me Joshua C. Arnold, a notary public, personally appeared **DEVIN LEIGH TAPIA**, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to in this document, and acknowledged (he/she/they) executed the same.

(SEAL)




 Notary Public

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

DAVID ANDRAS CRESPIR JR

Name of Borrower

David A. Crespin Jr
Borrower's Signature

Name of Borrower

Borrower's Signature

STATE OF UTAH

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Davis COUNTY

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) ss

On this 1st day of December, in the year 2023, before me Rachel O'Donnell, a notary public, personally appeared **DAVID ANDRAS CRESPIR JR**, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to in this document, and acknowledged (he/she/they) executed the same.

(SEAL)



Rachel O'Donnell
Notary Public

Exhibit "A"

All of Lot No. 122, contained within YALECREST TOWNS, a Utah planned residential development, as the same is identified in the Record of Plat Map recorded in Davis County, Utah, as Entry No. 2393135 in Book 4617 at Page 920 (as said Record of Plat Map may have heretofore been amended or supplemented) and in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Yalecrest Towns, a Planned Unit Development, recorded in Davis County, Utah as Entry No. 2405118 in Book 4658 at Page 567 (as said Declaration may have heretofore been amended or supplemented). Together with an undivided interest in the Common Areas and Facilities.