

Ent: 405416 - Pg 1 of 3
Date: 10/30/2014 12:07:00 PM
Fee: \$14.00
Filed By: eCASH
Jerry M. Houghton, Recorder
Tooele County Corporation
For: Inwest Title - Tooele Office

WHEN RECORDED, MAIL TO:
SECURITYNATIONAL MORTGAGE COMPANY, A UTAH CORPORATION
5300 SOUTH 360 WEST, SUITE 150
MURRAY, UTAH 84123

Inwest 2128260
08-038-0-0041

UTAH HOUSING CORPORATION **RESPA**
SUBORDINATE DEED OF TRUST (MERS)

MERS MIN #: 100031700000814554
SIS Telephone #: (888) 679-MERS

THIS DEED OF TRUST is made on **October 28, 2014** between **TERRY JOHANSEN, MARRIED MAN** ("Borrower(s)"),

INWEST TITLE SERVICES ("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 **SECURITYNATIONAL MORTGAGE COMPANY, A UTAH CORPORATION** ("Lender").

Borrower owes the Lender the sum of **FIVE THOUSAND SEVEN HUNDRED TWELVE AND NO/100/00** dollars (**\$5,712.00**) 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 **TOOELE** County, **UTAH** ("Property")

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

which has an address of

537 NORTH SEAGULL DRIVE
TOOELE, UT 84074
("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 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;
- 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.

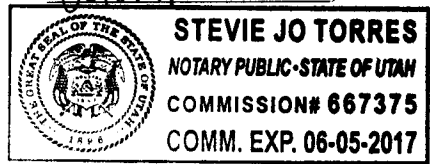
Borrower requests that any notice to the Borrower hereunder be mailed by first class mail to the Property Address. Lender requests that any notice to the Lender be mailed by first class mail to the principal offices of Lender described above, or any address Lender designates by notice to Borrower.

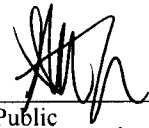
 _____ (Seal) _____ (Seal)
TERRY JOHANSEN -Borrower -Borrower

STATE OF UTAH, TOOELE County ss:

The foregoing instrument was acknowledged before me this 28 day of October, 2014 by **TERRY JOHANSEN**.
 Witness my hand and official seal.

My Commission Expires on: 06/05/17
 (Seal)





 Notary Public
 State of Utah
 Residing at: Tooele, UT

Loan originator (organization): **SECURITYNATIONAL MORTGAGE COMPANY, A UTAH CORPORATION; NMLS #: 3116**
 Loan originator (individual): **LAURIE H NUNLEY; NMLS #: 234405**

ORDER NUMBER: 211515

EXHIBIT "A"

LOT 41, EASTRIDGE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE TOOELE COUNTY RECORDER'S OFFICE, STATE OF UTAH.

EXCEPTING THEREFROM, THE FOLLOWING: BEGINNING AT THE SOUTHEAST CORNER OF LOT 41, EASTRIDGE SUBDIVISION, A SUBDIVISION OF TOOELE CITY, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF TOOELE COUNTY, UTAH; AND RUNNING THENCE SOUTH 89°18' WEST 22.9 FEET; THENCE NORTH 61°04' EAST 26 FEET TO THE WEST LINE OF SEAGULL DRIVE; THENCE SOUTHERLY 12.3 FEET ALONG THE WEST LINE OF SAID SEAGULL DRIVE TO THE POINT OF BEGINNING.