



ENT 46038:2020 PG 1 of 7
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Apr 09 9:03 am FEE 0.00 BY MA
RECORDED FOR PROVO CITY CORPORATION

WHEN RECORDED, MAIL TO:

Provo City Corporation
351 West Center Street
Provo, UT 84601

***LONG FORM DEED OF TRUST AND
ASSIGNMENTS OF RENTS***

THIS DEED OF TRUST, made this 01st day of April, 2020, between

Jordan Phillips and Brittany Phillips, joint tenants, as Trustor(s), whose address is

1405 West Arthur Drive, Provo, UT 84601
(Street and Number) (City) (State) (Zip)

VANGUARD TITLE, as Trustee, and

PROVO CITY CORPORATION, as Beneficiary.

WITNESSETH that Trustor irrevocably grants, transfers, and assigns to Trustee in Trust, with power of sale, that property in the County of Utah, State of Utah, and legally described as:

UNIT NO. F, IN BUILDING 1, CONTAINED WITHIN THE CAMELOT CONDOMINIUMS, A CONDOMINIUM PROJECT AS THE SAME IS IDENTIFIED IN THE PLAT FILED IN THE OFFICE OF THE UTAH COUNTY RECORDER, UTAH, ON JULY 20, 1977 AS ENTRY NO. 22795, AND MAP FILING NO. 1824 AND IN THE DECLARATION NRECORDED JULY 20, 1977 AS ENTRY NO. 22796 IN BOOK 1567 AT PAGE 416 (AS SAID DECLARATION MAY HAVE BBEEN SUBSEQUENTLY RESTATED, AMENDED AND/OR SUPPLEMENTED).

TOGETHER WITH THE UNDIVIDED OWNERSHIP INTEREST IN AND TO THE COMMON AREAS AND FACILITIES DEFINED UNDER SAID DECLARATION.

PARCEL NO. 36 143 0006

This Deed of Trust is subordinate to that Deed of Trust and only that Deed of Trust dated April 3, 2020, between Brittany A. Phillips and Jordan M. Phillips, as Trustors and Security Home Mortgage LLC, as Beneficiary, and securing a Note in an original amount of one hundred thirty nine thousand three hundred forty seven and ^{no}/₁₀₀ Dollars (\$139,347.00)
Said Deed of Trust was recorded on the 3 day of April, 2020, as document 43359:2020, of the Official Records of Utah County, Utah.

Together with all appurtenances in which Trustor has any interests, including water rights benefitting said real property, represented by shares of a company or otherwise; and

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Together with the rents, issues, and profits thereof, subject, however to the power and authority hereinafter given to and conferred upon Beneficiary to collect and supply such rents, issues, and profits. For the purpose of securing (1) Performance of the Beneficiary's Home Purchase Plus Deferred Loan Program executed by the Trustor on the 01st day of April, 2020, and incorporated by reference herein; and (2) payment of the sum of ELEVEN THOUSAND THREE AND 00/100 Dollars (\$11,003.00) without interest according to the terms of a Promissory Note of even date herewith made by Trustor with VANGUARD TITLE (Title Company) the Trustee, in favor of Beneficiary, and all extension and renewals thereof; and (3) the performance of each agreement of Trustor incorporated herein by reference or contained herein; and (4) payment of additional sums with or without interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidence by a Promissory Note or Notes reciting that they are secured by this Deed of Trust.

SPECIAL COVENANTS OF TRUSTOR:

- A. Trustor covenants that this real estate shall remain his, her, or their principal place of residence and that he, she, or they will not sell, give, abandon, lease, or rent any part of this real estate except for legal accessory apartment. In the event that the Trustor does sell, give, donate, abandon, lease, or rent any part of this real estate not recognized as legal accessory apartment all funds received by the Trustor from Provo City Corporation as evidence by the Promissory Note of even date that is secured by this Deed of Trust shall become immediately due and payable. If Trustor does not repay these funds, Provo City Corporation may foreclose under this Deed of Trust.
- B. Upon the death of the Applicant (Trustor), or in the case of multiple applicants (Trustors) upon the death of the last surviving applicant, all funds received by the Trustor(s) from Provo City Corporations Deferred Loan Program, as evidence by the Promissory Note of even date that is secured by this Deed of Trust, shall become immediately due and payable, save and except, if the Heir(s), or beneficiary(ies) of the last surviving applicant are eligible applicants under the then applicable eligibility criterion and heir(s), of beneficiary(ies) continue to make the real estate his, her, or their primary residence. Otherwise, if the estate of the Trustor, ineligible heir(s), or beneficiary(ies) of the Trustor do not repay the funds, Provo City Corporation may foreclose under this Deed of Trust.
- C. In the event that Trustor files any petition in bankruptcy the amount due to Provo City Corporation under this program shall become immediately due and payable.
- D. Upon the divorce of the applicant (Trustor) the amount due Provo City Corporation shall become immediately due and payable, unless the decree of divorce grants one applicant the right to maintain title and possession, and the applicant continues to use the residence as a primary residence.
- E. Trustor shall use the real estate as a primary residence.

I. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

- A. By the execution of this Deed of Trust that those provisions included in Provo City Corporation's deferred loan program executed by Trustor, are hereby incorporated herein by reference and made a part hereof as though fully set forth herein at length; that the Trustor or his successors will observe and perform said provision; and that the references to property, obligations, and parties in said provision shall be construed to refer to the property obligations and parties set forth in the Deed of Trust.
- B. To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in good condition and with like manner any building that may be constructed, damaged, or destroyed, and to pay when due all claims for labor performed and materials furnished thereon, to comply with the laws affecting said property or requiring any alterations or improvements to be made thereon; nor to commit or permit waste thereof; not to commit, suffer, or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or property may be reasonably necessary.
- C. Trustor covenants to keep all buildings that may now or at any time be on said property during the continuance of this Trust in good repair and insured against loss by fire with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Utah, and as may be approved by Beneficiary, for such a sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to Beneficiary to the amount of the unsatisfied obligation to the Beneficiary hereby secured, and to deliver the policy to the Beneficiary, or to collection agent of Beneficiary, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purpose such as Beneficiary shall deem proper.
- D. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
- E. To pay at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, water rights and grazing privileges, then due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, and all costs, fees, and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to effect the

security hereof or the rights or the powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in judgement of either appears to be prior or superior hereto; and in exercising any such powers, pay necessary expenses, employ council and pay his reasonable fees.

- F. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at twelve percent (12%) per annum.

II IT IS MUTUALLY AGREED:

- A. That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive the right to either require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- B. That at any time, or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property; consent to the making of any map or plat thereof; joining in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- C. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose, and upon payment of its fees, Trustee shall reconvey, without warranty, the property held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".
- D. That as additional security, Trustor hereby gives to and confers upon Beneficiary, the right, power, and authority, during the continuance of these trusts, to collect the rents, issues, and profits of said property (except for rents of legal accessory apartment as originally disclosed in application process), reserving unto Trustors the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, or by agent, or by a receiver to be appointed by the court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those pars due and unpaid, and apply the same less costs and expenses of operating and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may

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determine. The entering upon and taking possession of said property, the collection of such rents, issues, and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

- E. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable to delivery to Trustee of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust, said note, and all documents evidencing expenditures secured hereby. After the lapse of such time as then may be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law for the sale of real property under writ of execution, Trustee without demand on Trustor, shall sell said property or any part thereof at the time and place fixed by it in said notice of sale, either as a whole; or in the separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. In the event that any indebtedness secured hereby shall not have been fully satisfied by said sale, Trustee may give notice of sale of any property not previously noticed for sale in the manner set forth above and sell in the same manner set forth above.

Trustee shall deliver to any purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees, expenses of Trustee, including a reasonable fee for the attorney of the Trustee, and of this trust, including cost evidence of title connection with sale, Trustee shall apply the proceeds of the sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at ten percent (10%) per annum; all other sums then secured hereby; and the remainder, if any, to the person, or persons legally entitled thereto.

- F. That Beneficiary, or his assignee, may from time to time; by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed, acknowledged and recorded in the office of the recorder of the county or counties in which said property is situated, shall be conclusive proof or proper substitution of such successor Trustee or Trustees, who shall, without the conveyance of the trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee, and Beneficiary hereunder, the book and the page where, or document or file number under which this Deed of Trust is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees, and of the then acting Trustee shall have been paid to such Trustee, who

shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitution, statutory, or otherwise.

- G. If during the existence of the trust, there be commenced or pending any suit or action affecting the conveyed premises, or any part thereof, or the title thereto, or if any adverse claim for or against the premises, or any part thereof, be made or asserted, the Trustee or Beneficiary may appear or intervene in the suit or action and retain counsel therein and defend same, or otherwise take such action therein as they may be advised, and may settle or compromise same or the adverse claim; and in that behalf and for any of the purposes may pay and expend such sums of money as the Trustee or Beneficiary may deem to be necessary.
- H. The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.
- I. It is expressly agreed that the trust created hereby is irrevocable by the Trustor.
- J. That this Deed of Trust applied to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes both the feminine and/or neuter, and the singular to include the plural.
- K. That Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.
- L. Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants herein above adopted by reference.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinabove set forth.

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