WHEN RECORDED MAIL TO: SecurityNational Mortgage Company Attn: Final Document Department 5300 South 360 West, Suite 150 Murray, UT 84123 ENT 75011: 2018 PG 1 of 6

Jeffery Smith
Utah County Recorder
2018 Aug 08 04:13 PM FEE 20.00 BY MG
RECORDED FOR TITLE GUARANTEE-LAYTON
ELECTRONICALLY RECORDED

LOAN #: 000914852

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

MIN: 1000317-0000825115-5 MERS PHONE #: 1-888-679-6377

THIS DEED OF TRUST is made on August 6, 2018 between INTHASON BOUTVYSETH, A SINGLE MAN, AND MEGAN D TREGASKIS, A SINGLE WOMAN, JOINT TENANTS

Title Guarantee

("Borrower"),

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

("Lender").

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Borrower owes the Lender the sum of TEN THOUSAND ONE HUNDRED THIRTY SEVEN AND NO/100***********************************
Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described real property located in Utah County, Utah ("Property")  SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".  APN #: 40-414-0056

which has an address of 1576 North Venetian Way #56, Saratoga Springs

[City]

Utah 84045

("Property Address"),

Zip Code

TOGETHER WITH all improvements hereafter erected on the Property, and all easements, rights of way, appurtenances, rents, royalities, 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;
- 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;

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- 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).

The restrictions will automatically terminate if title to the mortgaged property is transferred by foreclosure or deed-in-lieu of foreclosure, or if the mortgage is assigned to the Secretary.

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 malled by first class mail to the principal offices of Lender described above, or any address Lender designates by notice to Borrower.

Any restrictions on conveyance in any loan document or deed of trust will automatically terminate if title to the mortgaged property is transferred by foreclosure or deed-in-lieu of foreclosure, or if the mortgagee is assigned to the Secretary of HUD.

LOAN #: 000914852

STATE OF UTAH Alabania COUNTY OF UTAH UNESTONE	)	
COUNTY OF USEN LINESTON-E	)	
On this 14th day of August  This Non Bourty yee th	, in the year <u>2018</u> , before me ht	onda Joung Hat/

proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed in this document, and acknowledged (he/she/they) executed the same.

(Notary Seal)

Lender: SecurityNational Mortgage Company

NMLS ID: 3116

Loan Originator: Don Richard Barrow Jr NMLS ID: 230124

RHONDA YOUNG HALL Notary Public Alabama State at Large

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State Of UTAH	)	
		: ss.
County Of SALT LAKE	)	

On the 8th day of August, 2018, personally appeared before me MEGAN D. TREGASKIS and acknowledged to me that SHE executed the same.

NOTARY PUBLIC

Residing at: NeSt Haven UT My Commission Expires: 08.27-19



## EXHIBIT "A"

LOT 56, PHASE 1, GABLES AT SARATOGA SPRINGS PUD SUBDIVISION, SARATOGA SPRINGS, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE RECORDER, UTAH COUNTY, UTAH.

40-414-0056