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UHC Form 040A Rev 08/08/18

WHEN RECORDED MAIL TO: Utah Housing Corporation 2479 South Lake Park Blvd West Valley City, UT 84120 ENT99128:2020 PG 1 of 4 Jeffery Smith **Utah County Recorder** 2020 Jul 13 03:23 PM FEE 40.00 BY SM RECORDED FOR Meridian Title Company **ELECTRONICALLY RECORDED**

UTAH HOUSING CORPORATION SUBORDINATE DEED OF TRUST (MERS)

MIN: 100056399901072568					
THIS DEED OF TRUST is made onJuly 13	8th	······································	2020	between	
Benjamin Foster					("Borrower"),
Meridian Title Company					("Trustee"),
Mortgage Electronic Registration Systems, Inc. ('defined, and Lender's successors or assigns). MI and has an address and telephone number of P. O ("Beneficiary"), and Network Funding, L.P	ERS is organ . Box 2026,	ized and exist	ting under the	e laws of Delaware,	
Borrower owes the Lender the sum of Seventee	en Thousa	nd, Six Hun	dred Seven	ty-Three and No/10)0
and	17,0	673.00) evidend	ed by a Subordinate	e Note ("Note")
dated the same date as this Subordinate Deed of T	rust. This	Subordinate	Deed of Tru	ist secures (a) the re	payment of the
debt evidenced by the Note, with interest, and (b)	the repaym	ent of all su	ms advance	d by the Lender to er	nforce the Note.
Borrower irrevocably grants and conveys to Trus located inUtah		st, with pow Itah ("Proper		he following describ	oed real property
which has an address of 165 Maple Lane)				
Pleasant Grove	,Utah	84062		roperty 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:
- 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:

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- 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.

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.

Benjamin Foster	
STATE OF UTAH)	
COUNTY OF Salthake	
On this 13th day of July, in the year, before me Braudy Karman	olic)
a notary public, personally appeared Tenjamin Toster, proved o	n 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) BRANDY L. KRAMER NOTARY PUBLIC-STATE OF UTAH COMMISSION# 707343 COMM. EXP. 08-09-2023	

MORTGAGE LOAN ORIGINATOR: Tina Hogan

NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER: 228236

MORTGAGE LOAN ORIGINATION COMPANY: Network Funding, L.P.

NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER: 2297

AFTER RECORDING MAIL TO:

Network Funding, L.P. 9700 Richmond Ave., Ste. 320 Houston, TX 77042

		UTAH HOUSING CORPORATION RIDER TO DEED OF TRUST
TAX-E	X	EMPT FINANCING
incorporat	ted i	Housing Corporation Rider to Deed of Trust is made this 13th day of July 2020 and is not and shall be deemed to amend and supplement the Deed of Trust ("Security Instrument") of the same date given by de ("Borrower") to secure Borrower's Note ("Note") to Network Funding, L.P. the same date and covering the property (the "Property") described in the Security Instrument and located at:
		165 Maple Lane , Pleasant Grove, UT 84062
		(Property Address)
In addition follows:	n to	the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as
Borrov	wer	each of its successors or assigns as may by separate instrument assume responsibility for assuring compliance by the with the provisions of this Rider to Deed of Trust, may require immediate payment in full of all sums secured by this astrument if:
		r part of the Property is sold or otherwise transferred (other than by devise, descent or operation of law) by Borrower to chaser or other transferee:
(Who cannot reasonably be expected to occupy the Property as his/her principal residence within a reasonable time after the sale or transfer, all as provided in Section 143 (c) and (i)(2) of the Internal Revenue Code; or
(•	Who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Section 143(d) and (i)(2) of the Internal Revenue Code [except "100 percent" shall be substituted for "95 percent or more" where the latter appears in Section 143(d)(1) and except that this subparagraph (ii) shall not apply if the Property is a targeted area residence on the date of such sale or transfer]; or
(At an acquisition cost which is greater than 90 percent of the average area purchase price (greater than 110 percent for targeted area residences) all as provided in Section 143(e) and (i)(2) of the Internal Revenue Code; or
(Who has a gross family income in excess of 115% of the applicable median family income (140% of the applicable median family income for a purchaser or transferee of a residence in a targeted area), except that 100% and 120% shall be substituted for 115% and 140%, respectively, if the purchaser or other transferee has a family of fewer than 3 individuals, all as provided in Sections 143(f) and (i)(2) of the Internal Revenue Code.
		ower fails to occupy the Property described in the Security Instrument for the term of the Borrower's Note without prior en consent of Lender or its successors or assigns described at the beginning of this Rider to Deed of Trust; or
11	Code	ower omits or misrepresents a fact that is material with respect to the provisions of Section 143 of the Internal Revenue in an application, affidavit or any related instrument made in connection with the loan secured by this Security ument.
		ns will automatically terminate if title to the mortgaged property is transferred by foreclosure or deed-in-lieu of rif the mortgage is assigned to the Secretary.
		e to the 1986 Internal Revenue Code in effect on the date of execution of the Security Instrument and are deemed to uplementing regulations.
BY SIGN	INC	BELOW, Borrower accepts and agrees to the terms and provisions in this Rider to Deed of Trust.
		Bengany JeACT
		Borrower Benjamin Foster
		Borrower
STATE C		
COUNTY	7 OI	Gottleke) ss.
		of sworn to before me this 13 th day of 04th

BRANDY L. KRAMER

NOTARY PUBLIC-STATE OF UTAH

COMMISSION# 707343

COMM. EXP. 08-09-2023

UHC / Rider_DOT_014B / 7-16

NOTARY PUBLIC

MTC File No. 290467

Exhibit "A"

Lot 39, Alpine Gardens Subdivision , according to the plat thereof as recorded in the office of the Utah County Recorder.

Tax ID: 34-012-0039