



\*W3048650\*

E# 3048650 PG 1 OF 7  
Leann H. Kilts, WEBER COUNTY RECORDER  
20-Apr-20 1003 AM FEE \$40.00 DEP TN  
REC FOR: FIRST AMERICAN TITLE INSURANCE CO  
ELECTRONICALLY RECORDED

When Recorded Mail to:  
First American Title  
Attn: Loss Mitigation Title Services  
PO BOX 27670  
Santa Ana, CA 92799

Document Prepared by:  
Josh Cook  
Midland Mortgage - A Division of MidFirst Bank  
999 N.W. Grand Boulevard, Suite 100  
Oklahoma City, OK 73118-6116  
1-800-552-3000



FHA Case Number: **523-0220472703**

**SUBORDINATE DEED OF TRUST**

THIS SUBORDINATE DEED OF TRUST ("Security Instrument") is made on **March 30, 2020**. The trustor is **MICHAEL J MCMULLEN** whose address is **3232 N 1100 W PLEASANT VIEW, UT 84414-0000** ("Borrower"). The trustee is the **eTitle Insurance Agency, LLC** ("Trustee"). The beneficiary is the **Secretary of Housing and Urban Development** whose address is **451 Seventh Street, SW, Washington, DC 20410** ("Lender"). Borrower owes Lender the principal sum of **one-hundred-seventeen-thousand-one-hundred-four dollars and one cents (US \$117,104.01)**. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on **4/1/2050**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by Note, and all renewals, extensions and modifications of the Note; (b) the

Page 1 of the Subordinate Deed of Trust

Borrower Initial/Lines  
MC MA

\* Please add the appropriate number of initial lines for each signatory over 4

payment of all other sums advanced to protect the security of this Security Instrument; and (c) the performance of the Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in WEBER County, Utah:

**See Exhibit "A" attached hereto and made a part hereof.**

**Tax ID # 193300003**

which has the address of: **3232 N 1100 W PLEASANT VIEW, UT 84414-0000** ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and 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 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 of 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.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**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 not 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.

Borrower Initial Lines  


\* Please add the appropriate number of Initial Lines for each signatory over 4

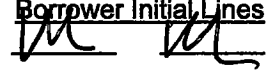


cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and of the election to cause the Property to be sold and shall record such notice in each county in which any part of the Property is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. In the event Borrower does not cure the default within the period then described by Applicable law, Trustee shall give public notice of the sale to the person and in the manner prescribed by Applicable Law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines (but subject to any statutory right of Borrower to direct the order in which the Property, if consisting of several known lots or parcels, shall be sold). Trustee may in accordance with applicable law, postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustees' deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the county clerk of the county in which the sale took place.

**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 4 of the Subordinate Note, the Secretary may invoke the nonjudicial 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 Lender under this paragraph or applicable law.**

Borrower Initial Lines  


\* Please add the appropriate number of initial lines for each signatory over 4

**8. Reconveyance.**

Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law.

**9. Substitute Trustee.**

Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

**10. Request for Notices.**

Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

Borrower Initial Lines  


\* Please add the appropriate number of Initial lines for each signatory over 4

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

IN WITNESS WHEREOF, Borrower has executed this Security Instrument.

BORROWER

[Signature]  
MICHAEL J MCMULLEN

4/15/20  
DATE

Acknowledgement

STATE OF Utah

)  
) SS:  
)

COUNTY OF WEBER

On the 15 day of April, 2020, before me, the undersigned, a notary public in and for said state, personally appeared **MICHAEL J MCMULLEN**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

In witness whereof, I hereunto set my hand and official seal.

[Signature]  
Notary Public

Brandee Anderson  
Printed name of notary

County of Residence: Weber

Commission Number: 709473

My Commission Expires: 12/02/2023



**Exhibit "A"**

**LOT 109, COUNTRY FIELDS PHASE NO. 6, ACCORDING TO THE OFFICIAL PLAT  
THEREOF AS RECORDED IN THE OFFICE OF THE WEBER COUNTY RECORDER.**

**Parcel # 193300003**

**Tax ID# 193300003**