

620416

WHEN RECORDED MAIL TO:
Graystone Mortgage, LLC
Attn:Final Document Department
1966 East 6200 South
Salt Lake City, UT 84121

12230025
2/26/2016 3:41:00 PM \$18.00
Book - 10406 Pg - 3737-3741
Gary W. Ott
Recorder, Salt Lake County, UT
INTEGRATED TITLE INS SERVICES
BY: eCASH, DEPUTY - EF 5 P.

LOAN #: 1511GS030138-2

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

MIN: 1001943-0000497246-7
MERS PHONE #: 1-888-679-6377

THIS DEED OF TRUST is made on **February 25, 2016** between **ZACHARY
HEART AND KELLY HEART, HUSBAND AND WIFE AS JOINT TENANTS**

("Borrower"),

Title Co.

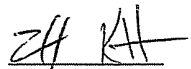
("Trustee"),

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 **Graystone Mortgage, LLC**

("Lender").

UHC Form 040A
Rev 07/15
Ellie Mae, Inc.

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Initials: 
10826UTMD 0815
10826UTMD (CLS)

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Borrower owes the Lender the sum of **SEVEN THOUSAND SEVEN HUNDRED SEVENTY SIX AND NO/100** ***** dollars (**\$7,776.00**) 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 **Salt Lake** County, Utah ("Property") **SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A"**.
APN #: 15-30-276-005

which has an address of **4146 West Wendy Avenue, West Valley City** [City]
Utah **84120** ("Property Address").
Zip Code

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;

UHC Form 040A
Rev 07/15
Ellie Mae, Inc.

Initials: *ZH AH*
10826UTMD 0815
10826UTMD (CLS)

LOAN #: 1511GS030138-2

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.

Zachary Heart 2-25-16 (Seal)
ZACHARY HEART DATE

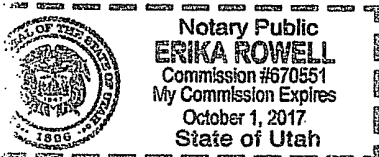
Kelly Heart 2/25/16 (Seal)
KELLY HEART DATE

STATE OF UTAH

COUNTY OF Salt Lake

)
) ss
)

Subscribed and sworn to before me this 25th day of February, 2016.



My Commission Expires: 10-1-17

Erika Rowell

Notary Public

Residing at: SLC, UT

MORTGAGE LOAN ORIGINATOR: Kristina Michelle Hogan
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER:
228236

MORTGAGE LOAN ORIGATION COMPANY: Graystone Mortgage, LLC
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER:
18163

EXHIBIT "A"

Lot 78, VALLEY DOWN NO. 5, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-30-276-005.

ITS#66416B