Recording Requested By/Return To: JPMORGAN CHASE BANK, N.A. MHA DEPARTMENT 780 KANSAS LANE 2ND FLOOR, LA4-3125 MONROE, LA 71203

This Instrument Prepared By: JPMORGAN CHASE BANK, N.A. 3415 VISION DRIVE COLUMBUS, OHIO 43219-6009 (800) 848-9380 12297285
06/10/2016 01:11 PM \$18.00
Book - 10440 P9 - 4963-4967
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
JPMORGAN CHASE
LA4-4114
700 KANSAS LN
MONROE LA 71203
BY: SRP, DEPUTY - MA 5 P.

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SUBORDINATE DEED OF TRUST

FHA Case Number 703 521-6677233

This SUBORDINATE DEED OF TRUST ("Security Instrument") is given on MAY 25, 2016.

The Grantor(s) are JEFFERY A COPPA AND TERRI COPPA, HUSBAND AND WIFE AS JOINT TENANTS whose address is 5095 S LEWIS CLARK DR, SALT LAKE CITY, UTAH 84118 (Borrower).

The Trustee is ATLAS TITLE (Trustee).

The Beneficiary is the Secretary of the U.S. Department of Housing and Urban Development, whose address is U.S. Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street Southwest, Washington, DC 20410 (Lender/Mortgagee). The Borrower owes the Lender/Mortgagee the principal sum of SEVEN THOUSAND NINE HUNDRED EIGHTY-SIX AND 93/100THS (U.S. \$7,986.93).

This debt is evidenced by the 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 NOVEMBER 01, 2042.

This Security Instrument secures to the Lender/Mortgagee: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 7 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, the Borrower does hereby mortgage, warrant, grant and convey to the Trustee, in trust, with power of sale the following described property located in SALT LAKE County, UTAH:

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LEGAL DESCRIPTION:

THE LAND REFERRED TO IS SITUATED IN THE COUNTY OF SALT LAKE, CITY OF SALT LAKE CITY AND STATE OF UTAH, DESCRIBED AS FOLLOWS: LOT 75, MOUNTAIN MEN ESTATE NO. 1, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. PARCEL ID: 20-12-305-001-0000 Tax Parcel No: 20-12-305-001-0000

which has the address of 5095 S LEWIS CLARK DR, SALT LAKE CITY, UTAH 84118, ("Property Address");

TOGETHER WITH all the improvement 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 the Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that Property is unencumbered, except for encumbrances of record. The 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.

The Borrower and the Lender/Mortgagee covenant agree as follows:

UNIFORM COVENANTS.

- 1. Payment of Principal. The Borrower shall pay when due the principal of the debt evidenced by the Note.
- 2. Borrower Not Released; Forbearance by Lender/Mortgagee Not a Waiver. Extension of the time of payment of the sums secured by this Security Instrument granted by the Lender/Mortgagee to any Successor in interest of the Borrower shall not operate to release the liability of the original Borrower or the Borrower's successor in interest. The Lender/Mortgagee 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 the Borrower's successors in interest. Any forbearance by the Lender/Mortgagee in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 3. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of the Lender/Mortgagee and the Borrower. The Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that the Borrower's

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interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that the Lender/Mortgagee and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

- 4. **Notices.** Any notice to the Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address the Borrower designates by notice to the Lender/Mortgagee. Any notice to the Lender/Mortgagee shall be given by first class mail to: U.S. Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street Southwest, Washington, DC 20410 or any address the Lender/Mortgagee designates by notice to the Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to the Borrower or the Lender/Mortgagee when given as provided in this Paragraph.
- 5. **Governing Law; Severability.** This Security Instrument shall be governed by Federal Law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 6. **Borrower's Copy.** The Borrower shall be given one copy of the Note and of this Security Instrument.

NON-UNIFORM COVENANTS. The Borrower and the Lender/Mortgagee further covenant and agree as follows:

7. Acceleration; Remedies. Lender/Mortgagee shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of sums secured by this Security Instrument and sale of the Property. The notice shall further inform the 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/Mortgagee, 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/Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph, including but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's/Mortgagee's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 7 of the Note, the Secretary may invoke the non-judicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act")(12U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as

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provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender/Mortgagee under this Paragraph or applicable law.

- 8. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender/Mortgagee 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.
- **9. Substitute Trustee.** Lender/Mortgagee, 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 the Borrower's address which is the Property address.

BY SIGNING BELOW, the Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by the Borrower and recorded with it.

[Space Below This Line For Borrower Acknowledgement]	
Borrower - JEFFREY A COPPA	Date: <u>5,28,10</u>
(Must Be Signed Exactly as Printed)	Date: 5 128116
Borrower - TERRI COPPA (Must Be Signed Exactly as Printed)	

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STATE OF UTAH

COUNTY OF Salt Lock
Enter County Here

On this 30th day of 10th day of 10th day of 10th defore me, a notary public, personally appeared JEFFREY A COPPA AND TERRI COPPA, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

Witness my hand and official seal.

SUSANA GONZALEZ
Notary Public • State of Utah

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FHA Subordinate Security Instrument



Commission # 662853 My Commission Expires February 15, 2017