

When recorded, return to:
SecurityNational Mortgage Company
Attn: Final Document Department
5300 South 360 West, Suite 150
Murray, UT 84123

13183751
1/31/2020 11:58:00 AM \$40.00
Book - 10891 Pg - 3538-3556
RASHELLE HOBBS
Recorder, Salt Lake County, UT
TITLE ONE
BY: eCASH, DEPUTY - EF 19 P.

Title Order No.: 20-84793

LOAN #: 000982293

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DEED OF TRUST

FHA Case No.
523-0540700-703-203B

MIN: 1000317-0000891553-6
MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated **January 30, 2020**, together with all Riders to this document.

(B) "Borrower" is **STEPHANIE JO WHEELER, AN UNMARRIED WOMAN.**

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **SecurityNational Mortgage Company.**

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01/29/2020 07:17 AM PST

Ent 13183751 BK 10891 PG 3538

Lender is a **Corporation**,
under the laws of **Utah**.
Lender's address is **5300 South 360 West, Suite 150, Murray, UT 84123**.

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organized and existing

(D) "Trustee" is **Title One, Inc.**.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** 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.

(F) "Note" means the promissory note signed by Borrower and dated **January 30, 2020**. The Note states that Borrower owes Lender **ONE HUNDRED EIGHTY SEVEN THOUSAND NINE HUNDRED TWENTY NINE AND NO/100******* Dollars (U.S. **\$187,929.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **February 1, 2050**.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider Condominium Rider Planned Unit Development Rider
 Other(s) [specify]

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

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(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.

(S) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants, conveys and warrants to Trustee, in trust, with power of sale, the following described property located in the **County**

[Type of Recording Jurisdiction]

of **Salt Lake**

[Name of Recording Jurisdiction]:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 08-35-229-032**

which currently has the address of **541 North Bright Court, Salt Lake City,**

[Street] [City]

Utah **84116**

("Property Address"):

[Zip Code]

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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, 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

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EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 20-84793

All of Lot 20, JACKSON PARK VILLAGE, P.U.D., as said lot is identified in the Plat of said development, recorded in Salt Lake County, Utah, as Entry No. 3986855 in Book 84-8 at Page 126, and in the Declaration of Covenants, Conditions and Restrictions, recorded in Salt Lake County, Utah on August 29, 1984 as Entry No. 3986856 in Book 5586 at Page 446 and subsequent Amendments thereto.

Together with: a right and easement of use and enjoyment in and to the Common Areas described, and as provided for in said Declaration of Covenants, Conditions and Restrictions which include, without limitation, an easement for vehicular ingress and egress over and across said Common Areas to and from said lot and Grant Street, a physically open and legally dedicated public street.