

UHC Form 040A
Rev. 08/08/18

WHEN RECORDED MAIL TO:
Direct Mortgage, Corp.
6955 S Union Park Center, Suite 540,
Midvale, UT 84047

12453M2FA

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2/18/2020 3:43:00 PM \$40.00
Book - 10897 Pg - 7043-7047
RASHELLE HOBBS
Recorder, Salt Lake County, UT
VANTAGE TITLE INS AGCY
BY: eCASH, DEPUTY - EF 5 P.

UTAH HOUSING CORPORATION SUBORDINATE DEED OF TRUST (MERS)

MIN: 1002075-0000353184-3

THIS DEED OF TRUST is made on **Feb 14, 2020** between **Darnell Crandall** ("Borrower"),
VANTAGE TITLE INSURANCE AGENCY, LLC, 1240 East 2100 South #402, Salt Lake City,
UTAH, 84106 ("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 **Direct Mortgage, Corp.** ("Lender").

Borrower owes the Lender the sum of **Twelve Thousand Four Hundred Eighty Nine Dollars and 00/100 (\$12,489.00)** 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.

which has an address of **3816 S Salt River Way #2, South Salt Lake, UTAH 84119** ("Property 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 immediate 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;
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).

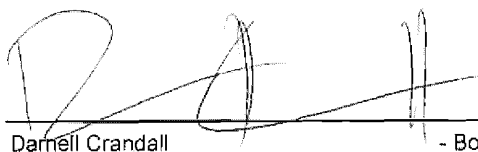
If circumstances occur which would permit Lender to require immediate payment in full, but Lender does not require such payment, Lender does not waive its rights with respect to subsequent events.

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.

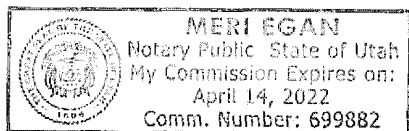
Any restrictions on conveyance in any loan document or deed of trust will automatically terminate if title to the mortgaged property is transferred by foreclosure or deed-in-lieu of foreclosure, or if the mortgagee is assigned to the Secretary of HUD.


Darnell Crandall - Borrower

STATE OF UTAH)

COUNTY OF SALT LAKE)

On this 14 day of February, in the year 2020, before me Meri Egan, a notary public, personally appeared **Darnell Crandall**, proved on 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 Signature

(Notary Seal)

Direct Mortgage, Corp. NLMSR ID: 9612
Trevor N. Tippetts NLMSR ID: 1532400

After Recording Return To:
Direct Mortgage, Corp.
6955 S Union Park Center, Suite 540,
Midvale, UT 84047

This Instrument was Prepared By:

Direct Mortgage, Corp.
6955 So Union Park Ctr, Ste 540
Midvale, UT 84047
(801) 924-2300

-----[Space Above This Line For Recording Data]-----

MIN: 1002075-0000353184-3

Loan Number: 353184

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **14th** day of **February 2020**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **Direct Mortgage, Corp.** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

3816 S Salt River Way #2, South Salt Lake, UTAH, 84119
(the "Property").

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

River Run
(the "Condominium Project").

If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

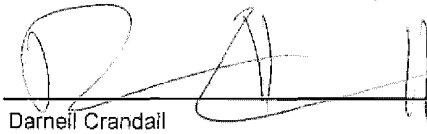
C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.


Darneil Crandail - Borrower

Loan Number: 353184
Date: February 14, 2020
Property Address: 3816 S Salt River Way #2, South Salt Lake, UTAH, 84119

EXHIBIT "A"

LEGAL DESCRIPTION

Unit 131, contained within RIVER RUN CONDOMINIUMS - PHASE 6, a Utah Condominium Project, as the same is identified in the Record of Survey Map recorded in Salt Lake County, Utah as Entry No. 7082360, in Book 98-9P, at Page 245 and in the Declaration of Covenants Conditions and Restrictions recorded in Salt Lake County, Utah as Entry No. 6622090, in Book 7645, at Page 1529 (as said Map and Declaration may have heretofore been amended or supplemented). Together with the appurtenant undivided ownership interest in and to the common areas and facilities as defined and described in said Map and Declaration.

A.P.N. #: 15-35-326-133