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Finance of America Reverse LLC
Final Docs
8023 East 63rd Place, Suite 700
Tulsa, OK 74133

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Prepared By:
Finance of America Reverse LLC
8023 East 63rd Place, Suite 700
Tulsa, OK 74133

Tax Parcel I.D. No: **22-24-104-003**

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State of Utah

Loan Number: **2200016085**
MERS MIN: **1007954-2200016085-6**

UTAH DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on **September 02, 2021** ("Date"). The trustor is **Dwayne Freebairn or Doralee Freebairn, or their Successor, as Trustee Under Agreement with The Freebairn Living Trust, dated the 11th day of October, 1991 and amended and restated the 16th day of October, 2020** whose address is **3582 E Heughs Canyon Circle, Holladay, UT 84121** ("Borrower"). The trustee is **Apex Title Insurance Agency Corp, 2150 S 1300 E Ste 500, Salt Lake City, UT 84106** ("Trustee") whose address is **2150 S 1300 E Ste 500, Salt Lake City, UT 84106**. The beneficiary is **Mortgage Electronic Registration Systems, Inc. ("MERS")**, which 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. **Finance of America Reverse LLC** ("Lender") which is organized and existing under the laws of **THE STATE OF DELAWARE**, has the address of **8023 East 63rd Place, Suite 700, Tulsa, OK 74133**. Borrower has agreed to repay to Lender amounts advanced or to be advanced by Lender, including future advances of principal which Lender is obligated to advance to Borrower and other advances by Lender, under the terms of this Security Instrument and Borrower's Fixed Rate Reverse Mortgage Note and Loan Agreement dated the same date as this Security Instrument, as amended or modified ("Loan Agreement"). Borrower's agreement to repay is evidenced by the Loan Agreement. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Loan Agreement, with interest at a fixed rate (interest), and all renewals, extensions and modifications of the Loan Agreement, up to a maximum principal amount of **ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 Dollars (U.S. \$1,500,000.00)**; (b) the unpaid interest added to the loan balance in accordance with the provisions of the Loan Agreement, and interest that accrues thereon, commonly called "compound interest"; (c) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument and the Loan Agreement; and (d) the performance of Borrower's covenants and



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agreements under this Security Instrument and the Loan Agreement. Negative amortization will occur under the terms of the Loan Agreement. The full debt, including amounts described in (a), (b), (c) and (d) above, if not due earlier, is due and payable on **April 23, 2096**. For this purpose, Borrower hereby irrevocably grants, conveys and warrants to Trustee, in trust, with power of sale, for the benefit and security of MERS as nominee for Lender and Lender's successors and assigns, the following described property located in **SALT LAKE** County, Utah:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

which has the address of: **3582 E Heughs Canyon Circle, Holladay, UT 84121** ("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, 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 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 and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant, convey and warrant the Property and that the Property is unencumbered. 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:

- Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of, and interest on, the debt evidenced by the Loan Agreement, subject to the provisions of Paragraph 10 of this Security Instrument. **Since regular periodic payments by Borrower to Lender are not required under the Loan Agreement and the finance charges that accrue, as well as the monthly servicing fees and other amounts Borrower may owe under the Loan Agreement, are added to the loan balance, and in turn will accrue interest thereon at the interest rates as specified in the Loan Agreement, "negative amortization" and the compounding of interest will occur. Negative amortization and the compounding of interest will increase the amount Borrower owes Lender and will reduce Borrower's equity in the Property.**
- Payment of Property Charges.** After the Property Charges Set Aside Expiration Date or if a Property Charges Set Aside has not been established or if the Property Charges Set Aside is insufficient to pay for the Property Charges, Borrower shall pay the following charges and assessments in a timely manner until the debt evidenced by the Loan Agreement is paid in full: (a) taxes, assessments, charges, fines and impositions attributable to the Property; (b) hazard or property insurance premiums; (c) all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowner's association or similar



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organization, if any; and (d) flood insurance premiums, if any. Borrower shall pay these obligations on time and out of Borrower's own funds directly to the person or entity owed payment. Upon Lender's request, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and all receipts evidencing these payments. Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise.

3. Fire, Flood and Other Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire and hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 5.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed by Borrower to make payment for such loss to Lender instead of to Borrower and Lender jointly.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible, Lender's security is not lessened and Borrower is willing and able to cause the necessary restoration or repair to be performed. If the foregoing requirements are not met, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The thirty (30)-day period will begin when the notice is given. The provisions of this Paragraph 3 relating to the application of insurance proceeds shall apply only to the extent permitted by applicable law.

If under Paragraph 22 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application. Borrower shall at all times occupy, establish, and use the Property as Borrower's principal residence. Notwithstanding the foregoing, if this loan is a purchase money transaction, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty (60) days after the execution of this Security Instrument and Borrower shall at all times thereafter occupy, establish, and use the Property as Borrower's principal residence. Upon Lender's request, Borrower shall certify whether or not the Property is Borrower's principal residence. "Principal residence" shall have the same meaning as in the Loan Agreement. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal,



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is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in Paragraph 11, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Loan Agreement, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence.

5. Charges to Borrower and Protection of Lender's Rights in the Property. After the Property Charges Set Aside Expiration Date or if a Property Charges Set Aside has not been established or if the Property Charges Set Aside is insufficient to pay for the Property Charges, if Borrower fails to pay property charges and assessments required by Paragraph 2, or if the Borrower fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include, without limitation, paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying real estate taxes, hazard insurance premiums and other items mentioned in Paragraph 2, paying reasonable attorneys' fees, assessing the value of the Property and entering on the Property to make repairs. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower. Although Lender may take action under this Paragraph 5, Lender is not required to do so.

Any amounts disbursed by Lender under this Paragraph 5 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the interest rate provided by the Loan Agreement and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

6. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. The provisions of this Paragraph 7 relating to the application of condemnation proceeds shall apply only to the extent permitted by applicable law.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums



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secured by this Security Instrument, whether or not then due.

8. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 8, "Hazardous Substances" are those substances defined as Toxic or Hazardous Substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 8, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

9. Grounds for Acceleration of Debt.

(a) Due and Payable. All sums secured by this Security Instrument shall be immediately due and payable if:

- (i) Borrower dies and the Property is not the principal residence of at least one surviving Borrower;
- (ii) Borrower voluntarily or involuntarily conveys all or any part of his or her title to the Property, unless the sale or conveyance is to one or more of the original Borrowers who signed the Loan Agreement and continue to occupy the Property as a principal residence and retain title to the Property: (A) in fee simple, (B) a life estate, or (C) a beneficial interest in a trust owning all or part of the Property;
- (iii) The Property ceases to be the principal residence of a Borrower and the Property is not then the principal residence of at least one other Borrower; or
- (iv) For a period of more than twelve (12) months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower.

(b) Other Grounds. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument if an obligation of the Borrower under this Security Instrument is not performed or Borrower is otherwise in default under this Security Instrument or the Loan Agreement.

(c) Notice to Borrower. If one or more of the events in Paragraph 9(a)(ii)-(iv) occurs or if Lender



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exercises its option under Paragraph 9(b), Lender shall give Borrower the notice of default and opportunity to cure pursuant to Paragraph 22.

(d) Trusts. A conveyance of a Borrower's interest in the Property to a trust in which that Borrower is the beneficiary, or a conveyance of a trustee's interest in the Property to at least one of the original Borrowers, shall not be considered a conveyance for purposes of this Paragraph 9.

10. **Non-Recourse Liability.** Lender may enforce the obligations under this Security Instrument and the Loan Agreement solely against the Property. Borrower shall have no personal liability for payment of the amounts due under this Security Instrument and the Loan Agreement. This paragraph shall not impair in any way the lien of this Security Instrument or the right of Lender to collect all sums due under the Loan Agreement and this Security Instrument or prejudice the right of Lender as to any covenants or conditions of the Loan Agreement and this Security Instrument.
11. **Reinstatement.** If Borrower meets certain conditions, Borrower shall have the right to reinstate the Loan and to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) five (5) days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) cures any default of any covenant or agreement in this Security Instrument; (b) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (c) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument and Lender's rights in the Property shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. The provisions of this Paragraph 11 relating to the Borrower's right to reinstate the loan shall apply only to the extent permitted by applicable law.

12. Lien Status.

- (a) **Modification.** If state law limits the first lien status of this Security Instrument as originally executed and recorded to a maximum amount of debt or a maximum number of years, or if state law otherwise prevents the Lender from making Loan Advances secured by the first lien of this Security Instrument, Borrower agrees to execute any additional documents required by the Lender to extend the first lien status to an additional amount of debt and/or an additional number of years and to cause any other liens to be removed or subordinated as provided in the Loan Agreement. If state law does not permit or limits the extension of the first lien status, whether or not due to any action of Borrower, then for purposes of Paragraph 9(b) Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.
- (b) **Tax Deferral Programs.** Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.
- (c) **Other Liens.** Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures



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from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of that notice.

Unless the Lender expressly consents in writing, making specific reference to the lien and the lienor, Borrower covenants as part of this transaction not to place or grant a lien on the Property that is subsequent and subordinate to the lien of the Lender under this Security Instrument.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be, at the election of Lender, refunded to Borrower or applied to reduce the principal owed under the Loan Agreement.
14. **Forbearance by Lender Not a Waiver.** Any waiver or forbearance by Lender in exercising any right or remedy under the Loan Agreement or this Security Instrument shall not be a waiver of or preclude the exercise of any right or remedy by Lender at a future date.
15. **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 Lender. Borrower may not assign any rights or obligations under the Loan Agreement or this Security Instrument, except to a trust in which that Borrower is the beneficiary. Borrower's covenants and agreements shall be joint and several. Any Borrower who cosigns this Security Instrument but does not execute the Loan Agreement: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's 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 Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Loan Agreement without that Borrower's consent.
16. **Notices.** Any notice to 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 Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
17. **Governing Law; Severability.** This Security Instrument shall be governed by the law of the jurisdiction in which the Property is located, except where preempted by federal law. In the event that any provision or clause of this Security Instrument or the Loan Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Loan Agreement which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Loan Agreement are declared to be severable.



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18. **Borrower's Copy.** Borrower shall be given one conformed copy of the Loan Agreement and this Security Instrument.

19. **Sale of Loan Agreement; Change of Loan Servicer.** The Loan Agreement or a partial interest in the Loan Agreement (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that disburses payments due to Borrower under the Loan Agreement and this Security Instrument and otherwise services Borrower's loan. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Loan Agreement. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with Paragraph 16 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which inquiries should be made. The notice will also contain any other information required by applicable law.

20. **Future Advances.** In addition to any other debt or obligation secured by this Security Instrument, this Security Instrument secures all future advances occurring under the terms of the Loan Agreement and this Security Instrument to the same extent as if such future advances were made on the date this Security Instrument was recorded, irrespective of the date of any such future advance. Lender's responsibility to make Loan Advances under the terms of the Loan Agreement, including Loan Advances of principal to Borrower, if required by the Loan Agreement, as well as Loan Advances for interest, servicing fees, and other charges made by Lender under the Loan Agreement, shall be obligatory. Advances made at Lender's discretion under Paragraph 5 of this Security Instrument to protect the value of the Property and Lender's rights in the Property shall not be deemed obligatory, however, Lender may make such payments when necessary, and reimbursement of such expenditures is secured by this Security Instrument with the same priority as if such payments had been disbursed on the date this Security Instrument was recorded.

NON-UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

21. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property ("Rents"), regardless of to whom Rents are payable. Borrower authorizes Lender or Lender's agents to collect Rents and hereby agrees that each tenant of the Property shall pay Rents to Lender or Lender's agents. However, Borrower shall receive Rents until: (i) one or more of the events in Paragraph 9(a) or (b) of this Security Instrument occur; (ii) Lender has given Borrower notice in accordance with Paragraph 9(c) of this Security Instrument; and (iii) Lender has given notice to the tenant(s) that Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If conditions in sections (i)-(iii) in this Paragraph 21 occur: (a) all Rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only; (b) Lender shall be entitled to collect and receive all Rents; and (c) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant; (d) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (e) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (f) Lender shall be entitled to have a receiver appointed to take possession of and manage the



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Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Paragraph 5.

Borrower represents and warrants that Borrower has not executed any prior assignment of Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 21.

If Lender is entitled to collect and receive Rents under this Paragraph 21, Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property but may do so at any time. Any application of Rents shall not cure or waive any breach or invalidate any other right or remedy of Lender. This assignment of Rents shall terminate when all sums secured by this Security Instrument are paid in full.

22. Acceleration; Remedies. If one or more of the events in Paragraph 9 occur, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraph 9(a)(i) unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty (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 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 Paragraph 22, 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 prescribed by applicable law, Trustee shall give public notice of the sale to the persons 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,



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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 the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's 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.

23. **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 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, but 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.
24. **Substitute Trustee.** Lender, at its option, may from time to time and subject to the requirements of Utah Code Section 57-1-22 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.
25. **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.
26. **Nominee Capacity of MERS.** MERS serves as beneficiary of record and secured party solely as nominee, in an administrative capacity, for Lender and its successors and assigns and holds legal title to the interests granted, assigned, and transferred herein. All payments or deposits with respect to the Secured Obligations shall be made to Lender, all advances under the Loan Documents shall be made by Lender, and all consents, approvals, or other determinations required or permitted of Beneficiary herein shall be made by Lender. MERS shall at all times comply with the instructions of Lender and its successors and assigns. If necessary to comply with law or custom, MERS (for the benefit of Lender and its successors and assigns) may be directed by Lender to exercise any or all of those interests, including without limitation, the right to foreclosure and sell the Property, and take any action required of Lender, including without limitation, a release, discharge or reconveyance of this Security Instrument. Subject to the foregoing, all references herein to "Beneficiary" shall include Lender and its successors and assigns.
27. **Jury Trial Waiver.** Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to the Loan Documents.



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28. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

Condominium Rider
 Repair Rider

PUD Rider
 Other

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

Dwayne Freebairn Trustee (Seal)

Trustee - Dwayne Freebairn,
Trustee of the Freebairn Living
Trust under trust instrument dated
October 11, 1991

Doralee Freebairn, Trustee (Seal)

Trustee - Doralee Freebairn,
Trustee of the Freebairn Living
Trust under trust instrument dated
October 11, 1991

Dwayne Freebairn (Seal)

Dwayne Freebairn is joining in the
execution of this Security Instrument
solely for the purpose of consenting
to the encumbrance of, and to waive
any rights of ownership in, the
described Property

Doralee Freebairn (Seal)

Doralee Freebairn is joining in the
execution of this Security Instrument
solely for the purpose of consenting
to the encumbrance of, and to waive
any rights of ownership in, the
described Property



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[Space Below This Line for Acknowledgement]

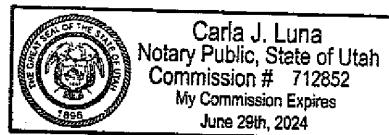
State of Utah

County of Salt Lake)
§

On this 2nd day of September, in the year 2021, before me, Carla J. Luna a notary public, personally appeared Divya freeborn & Darla freeborn proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to in this document, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

Carla J. Luna
(notary signature)



(seal)

Origination Company: **Trillion Mortgage, Inc.**
NMLSR ID: **313391**
Originator: **Saunya Schow**
NMLSR ID: **543250**
Lender: **Finance of America Reverse LLC**
NMLSR ID: **2285**



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EXHIBIT A

Exhibit A to the Security Instrument made on **September 02, 2021**, by **Dwayne Freebairn, Doralee Freebairn** ("Borrower") to **Finance of America Reverse LLC** ("Lender"). The Property is located in the county of, **SALT LAKE** state of **Utah**, described as follows:

Description of Property

Legal description attached hereto as exhibit 'A' and by this reference made a part hereof



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EXHIBIT "A"

Tax ID No.: 22-24-104-003

**Lot 3, CANYON COVE #1, according to the official plat thereof recorded in the
Salt Lake County Recorder's Office.**