

RECORDING REQUESTED BY
USSFCU
PO BOX 77920
WASHINGTON, DC 20013-8920

13936933 B: 11330 P: 9825 Total Pages: 8
04/20/2022 04:51 PM By: bmeans Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: FIDELITY NATIONAL AGENCY SOLUTIONS
6500 PINECREST DR, SUITE 600 PLANO, TX 75024

WHEN RECORDED, MAIL TO

ATG-
6639089

[Space Above This Line For Recording Data]

DEED OF TRUST

(THIS DEED OF TRUST IS SECURED BY FUTURE ADVANCES)

THIS DEED OF TRUST ("Security Instrument") is given on 4/15/2022
The grantor is CAMERON DILLEY AND WHITNEY DILLEY, HUSBAND AND WIFE

("Borrower").
("Trustee")

The Trustee is Tim Anderson
whose address is 1310 BRADDOCK PLACE, ALEXANDRIA, VA 22314

The beneficiary is **United States Senate Federal Credit Union**, which is organized and existing under the laws of the United States, and whose address is **1310 Braddock Place, Alexandria, VA 22314** ("Lender").

Borrower has entered into a Home Equity Line of Credit Agreement ("Agreement") with Lender on 4/15/2022 under the terms of which lender is obligated to provide and Borrower may, from time to time obtain, advances not to exceed at any time, a MAXIMUM PRINCIPAL AMOUNT equal to the Maximum Credit Limit (as defined therein) of THREE HUNDRED THOUSAND

Dollars (U.S. \$ 300,000.00) ("Maximum Credit Limit"). The secured debt, which is the Maximum Line of Credit Limit, includes a revolving line of credit. Although the secured debt may be reduced to a zero balance, this Security Instrument will remain in effect until released. This Agreement provides for monthly payments, with the full debt, if not paid earlier, due and payable on 4/20/2042

This Security Instrument secures to Lender: (a) the repayment of the debt under the Agreement, with interest, and all renewals, extensions and modifications of the Agreement; (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Agreement. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in SALT LAKE County, Utah:

SEE SCHEDULE "A" LEGAL DESCRIPTION ATTACHED

which has the address of 5457 W TIMM CT
[Street/City]

WEST JORDAN

UTAH 84081-3622 ("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 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, except for encumbrances of record. Borrower further 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:

1. Payment of Principal, Interest, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Agreement and any prepayment charges and late charges due under the Agreement. Payments due under the Agreement and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Agreement or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Agreement and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Agreement or at such other location as may be designated by Lender in accordance with the notice provisions of this Security Instrument. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Agreement immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Agreement and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. At Lender's request, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and shall promptly furnish to Lender receipts evidencing the payments.

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 manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcements of the lien in, legal proceedings which the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures 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 10 days of the giving of notice.

3. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards 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.

All insurance policies 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 notices to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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 and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, 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 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 30-day period will begin when the notice is given. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments otherwise due or change the amount of the payments. If under paragraph 17 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. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

5. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the 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 to enforce laws and 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 paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 5, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph shall bear interest at the rate provided in the Credit Agreement and at the option of Lender, Either be immediately due and payable or be treated as an advance under the Credit Agreement. Unless Borrower and Lender agree to other terms of payable, these amounts shall bear interest from the date of disbursements at the Credit Line rate and shall be payable, with interest, upon from notice from Lender to borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

6. Inspection. Lender or its agent may make reasonable entries upon inspections of the Property. Lender shall give Borrower notice at the time of 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 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. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or of, 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 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 tot he sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, and application of proceeds to principal shall not extend or postpone the due date of the monthly payments otherwise due or change the amount of such payments.

8. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payments or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. Successor 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 and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but is not personally liable under the Credit Line; (a) is co-signing the Security Instrument only to mortgage, grant and convey that Borrower's interest in the property under the terms of this Security Instrument or the Credit line without that Borrower's consent.

10. 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 refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Credit Line or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Credit Line.

11. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Credit Line or this Security Instrument unenforceable according to its terms, Lender, at its option may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 16.

12. 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 designated 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.

13. 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 Credit Line conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Credit Line which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Credit Line are declared to be severable.

14. Borrower's Copy. Borrower shall be given one conformed copy of the Credit Line and of this Security Instrument.

15. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 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 the Security instrument; or (b) entry of a judgment enforcing this Security instrument. Those conditions are that Borrower: (a) pay Lender all sums which then would be due under this Security Instrument and the Credit Line had not acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this

Security Instrument, including not limited to reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the Lien of this Security Instrument. Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument 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. However, this right to reinstate shall not apply in the case of acceleration under this Security Instrument.

16. Acceleration; Remedies. Lender may, prior to the maturity date set forth in the Credit Agreement, declare immediately due all amounts owing under the Credit Agreement, suspend Borrower's right to additional advances, and invoke the power of sale and any other remedies permitted by applicable law, in the following instances: (1) Borrower's failure to pay any installment when due (2) Borrower's fraud or material representation with respect to the Credit Agreement, or (3) Borrower's act or inaction which materially affects Lender's security interest or other interest in the real property described herein. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph including, but not limited to, reasonable attorney fees.

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. 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. Trustee may 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 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 fees 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.

17. Lender in Possession. Upon acceleration under paragraph 16 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

18. 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 Agreements 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.

19. Substitute Trustee. Lender, 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.

20. 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 thru 6 of this Security Instrument.

Witnesses:

_____ (Seal)
 CAMERON DILLEY -Borrower

_____ (Seal)
 WHITNEY DILLEY -Borrower

_____ (Seal)
 -Borrower

_____ (Seal)
 -Borrower

Mortgage Loan Originator: United States Senate Federal Credit Union NMLSR ID #: 514285	Mortgage Loan Officer Name: Patricia Juarez-Vaughn NMLSR ID #: 652440
--	---

STATE OF UTAH)

COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared _____

described in and who executed the foregoing Mortgage, and acknowledged before me that _____ executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County named above this _____ day of _____, 20 _____.

SEE ATTACHED ACK.

NOTARY PUBLIC

My Commission Expires: _____

UTAH ACKNOWLEDGEMENT

Utah Code Annotated 46-1-6.5

State of Utah

} SS

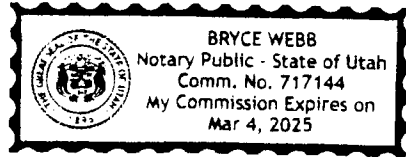
County of Salt Lake

On this 15th day of April, in the year 2022, before me Bryce Webb
Date Month Year Name of Notary Public

A Notary Public, personally appears Cameron Dilley and Whitney Dilley

Name(s) of Document Signer(s)

proved on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to in this document, and acknowledge they executed the same.



Bryce Webb
Signature of Notary Public

Place Notary Seal/Stamp Above

Optional

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

Exhibit A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF UTAH, STATE OF UTAH, AND IS DESCRIBED AS FOLLOWS:

LOT 7, WINNER'S CIRCLE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDERS, STATE OF UTAH.

Parcel ID:20-25-325-0005

Commonly known as 5457 W Timm Ct, West Jordan, UT 84081
However, by showing this address no additional coverage is provided