

14094014 B: 11412 P: 8762 Total Pages: 21  
04/14/2023 02:13 PM By: ECarter Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: MERIDIAN TITLE COMPANY  
64 E WINCHESTER STSALT LAKE CITY, UT 841075600

When recorded, return to:  
Mountain America Credit Union C/O  
DocProbe  
ATTN: Mortgage Post Closing  
1133 Ocean Avenue  
Mail Stop Code: DP7430  
Lakewood, NJ 08701

Title Order No.: 329396  
Escrow No.: 329396  
LOAN #: 360174477

[Space Above This Line For Recording Data]

33-04-301-005

## DEED OF TRUST

MIN 1001214-0360154224-2

MERS PHONE #: 1-888-679-6377

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 12, 16, 19, 24, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

### Parties

(A) "Borrower" is **NATHAN HALLETT AND ELIZABETH JORGENSEN, BOTH UNMARRIED, AS JOINT TENANTS**

currently residing at **14264 S Daisy Field Dr, Draper, UT 84020.**

Borrower is the trustor under this Security Instrument.



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(B) "Lender" is Mountain America Federal Credit Union.

Lender is a Federal Credit Union,  
under the laws of Utah.  
Drive, West Jordan, UT 84084.

organized and existing  
Lender's address is 7167 S Center Park

The term "Lender" includes any successors and assigns of Lender.

(C) "Trustee" is Meridian Title Company, 64 East 6400 South, Suite 100, Salt Lake City, UT 84107.

The term "Trustee" includes any substitute/successor Trustee.

(D) "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.

#### Documents

(E) "Note" means the promissory note dated April 13, 2023, and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender **FIVE HUNDRED FORTY THOUSAND AND NO/100\* \* \***

Dollars (U.S. **\$540,000.00**) plus interest. Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than **May 1, 2053**.

(F) "Riders" means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> V.A. Rider        |
| <input type="checkbox"/> Other(s) [specify]    |   |  |

(G) "Security Instrument" means this document, which is dated April 13, 2023, together with all Riders to this document.

#### Additional Definitions

(H) "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.

(I) "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.



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any additional or successor federal legislation or regulation that governs the same subject matter. When used in this Security Instrument, "RESPA" refers to all requirements and restrictions that would apply to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

**(X) "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.

**(Y) "UETA"** means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

#### 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** of **Salt Lake**:

**Lot 1, Tabish Subdivision, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.  
APN #: 33-04-301-005**

which currently has the address of **3061 W 13800 S, Bluffdale** [Street] [City]

Utah **84065** ("Property Address").  
[Zip Code]

Tax Parcel I.D. Number(s) **33-04-301-005**

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, and fixtures now or subsequently a part of the property. 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



MTC File No. 329396

## **Exhibit “A”**

Lot 1, Tabish Subdivision, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

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