

AFTER RECORDING MAIL TO:
DHI Mortgage Company Ltd
2479 South Lake Park Blvd
West Valley City, UT 84120

**UTAH HOUSING CORPORATION
RIDER TO DEED OF TRUST**

TAX-EXEMPT FINANCING

THIS Utah Housing Corporation Rider to Deed of Trust is made this 8th day of June, 2023, and is incorporated into and shall be deemed to amend and supplement the Deed of Trust ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to DHI Mortgage Company Ltd ("Lender") of the same date and covering the property (the "Property") described in the Security Instrument and located at:

3891 S Sediment Hill Drive , Magna, UT 84044
(Property Address)

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

Lender, or each of its successors or assigns as may by separate instrument assume responsibility for assuring compliance by the Borrower with the provisions of this Rider to Deed of Trust, may require immediate payment in full of all sums secured by this Security Instrument if:

- (a) All or part of the Property is sold or otherwise transferred (other than by devise, descent or operation of law) by Borrower to a purchaser or other transferee:
 - (i) Who cannot reasonably be expected to occupy the Property as his/her principal residence within a reasonable time after the sale or transfer, all as provided in Section 143 (c) and (i)(2) of the Internal Revenue Code; or
 - (ii) Who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Section 143(d) and (i)(2) of the Internal Revenue Code [except "100 percent" shall be substituted for "95 percent or more" where the latter appears in Section 143(d)(1) and except that this subparagraph (ii) shall not apply if the Property is a targeted area residence on the date of such sale or transfer]; or
 - (iii) At an acquisition cost which is greater than 90 percent of the average area purchase price (greater than 110 percent for targeted area residences) all as provided in Section 143(e) and (i)(2) of the Internal Revenue Code; or
 - (iv) Who has a gross family income in excess of 115% of the applicable median family income (140% of the applicable median family income for a purchaser or transferee of a residence in a targeted area), except that 100% and 120% shall be substituted for 115% and 140%, respectively, if the purchaser or other transferee has a family of fewer than 3 individuals, all as provided in Sections 143(f) and (i)(2) of the Internal Revenue Code.
- (b) Borrower fails to occupy the Property described in the Security Instrument for the term of the Borrower's Note without prior written consent of Lender or its successors or assigns described at the beginning of this Rider to Deed of Trust; or
- (c) Borrower omits or misrepresents a fact that is material with respect to the provisions of Section 143 of the Internal Revenue Code in an application, affidavit or any related instrument made in connection with the loan secured by this Security Instrument.

The restrictions will automatically terminate if title to the mortgaged property is transferred by foreclosure or deed-in-lieu of foreclosure, or if the mortgage is assigned to the Secretary.

References are to the 1986 Internal Revenue Code in effect on the date of execution of the Security Instrument and are deemed to include the implementing regulations.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions in this Rider to Deed of Trust.


Borrower Sarah Darcy Kilgore

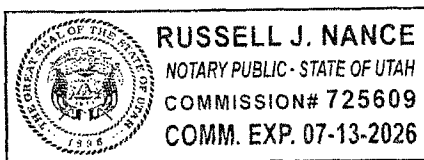
Borrower

Borrower

Borrower

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

Subscribed and sworn to before me this 12 day of June, 2023





NOTARY PUBLIC

*The Grant Referred to Below is Made by the State of Utah Pursuant to Its
Law Enforcement and Correctional Officer Downpayment Assistance Program*

**Grant Agreement and Repayment Notice
and Rider to Deed of Trust**

This State of Utah Law Enforcement and Correctional Officer Downpayment Assistance Program – Grant Agreement and Repayment Notice and Rider to Deed of Trust (this “Rider”) is executed by the undersigned Officer as of the date set forth below and covers the property legally described in the Security Instrument to which this Rider is attached, the address of which is set forth below (the “Home”).

Utilizing funds provided by the Utah State Legislature for the Utah First-Time Homebuyer Law Enforcement Grant program (the “Program”), and subject to the terms and conditions contained in this Rider, the State of Utah, through Utah Housing Corporation, a public corporation of the State of Utah (“UHC”), has provided a grant to Officer to assist in the purchase of the Home in the amount set forth below (the “Grant”). In consideration of receiving the Grant, Officer agrees with UHC on behalf of the State of Utah as follows (all capitalized terms having the meaning defined below):

1. Satisfaction of Terms of Grant.

- (a) Officer agrees to commence to occupy the Home as Officer’s Primary Residence no later than 30 days after the closing. Except as otherwise permitted in subsection 1(c), Officer shall occupy the Home as the Officer’s Primary Residence so long as Officer owns the Home.
- (b) If Officer is full-time Eligible Employee at the conclusion of the 60 Month Period, Officer shall cause Officer’s employer to provide to UHC documentation of the Officer’s continuous employment as an Eligible Employee. If such documentation demonstrates that Officer has remained an Eligible Employee for the entire 60 Month Period, and there has been no Default, then the terms of this Rider shall be considered fully satisfied and Officer shall have no further obligations hereunder.
- (c) If Officer moves to another community and Officer cannot or does not want to sell the Home in connection with or immediately following such move, Officer may rent the Home temporarily, so long as Officer remains an Eligible Employee. Officer may rent a portion of the Home so long as the Home remains the Officer’s Primary Residence. Officer may not rent the Home under any other circumstances.

2. Possible Partial Repayment of Grant.

- (a) If Officer sells the Home prior to the conclusion of the 60 Month Period, and Officer continues to be an Eligible Employee following such sale, Officer shall not be required to repay UHC any amount at the time of the sale.
- (b) If Officer sells the Home prior to the conclusion of the 60 Month Period, and Officer is not an Eligible Employee following such sale, Officer agrees to repay the Required Amount to UHC in cash in connection with the sale of the Home.
- (c) If Officer ceases to be an Eligible Employee prior to the conclusion of the 60 Month Period, or is in Default prior to the conclusion of the 60 Month Period, and Officer still owns the Home at such time, Officer agrees to pay UHC the Required Amount by making equal monthly payments over five years (with no interest), such payments to begin on the first day of the month following the 61st monthly payment under the first lien mortgage.

3. Tax Matters.

- (a) A percentage of the Grant will be forgiven each calendar year, such percentage to be calculated by dividing (a) the number of full months during the applicable portion of the 60 Month Period within such calendar year by (b) 60.
- (b) Officer may receive an IRS Form 1099 if Officer fails to satisfy the terms of the Grant and fails to fulfill all repayment obligations.
- (b) Officer acknowledges that Officer should consult with a tax professional regarding the potential effect of such forgiveness on Officer’s federal and state taxes.

4. Other Termination; Security. The restrictions contained in this Rider will automatically terminate if title to the Home is transferred by a bona fide foreclosure or deed-in-lieu of foreclosure, or if the mortgage is assigned to the Department of Housing and Urban Development or any officer or agency or affiliate thereof. For the purpose of securing Officer’s obligations herein, Officer hereby grants a secondary lien on the Home, which is enforceable in accordance with the laws of the State of Utah, for the benefit of UHC on behalf of the State of Utah. The secondary lien is subordinate in all respects to the lien of the Security Instrument.

5. **Definitions.** The following terms shall have the meanings set forth below:

"60 Month Period" means the period (a) commencing on the date this Rider is recorded with the Recorder's Office of the county in which the Home is located and (b) ending on the last day of the sixtieth (60th) full month thereafter.

"Application" means the application for the Grant that Officer submitted to UHC.

"Default" means a breach, violation or other default under this Rider which is not cured within thirty (30) days after notice thereof, or any misrepresentation by Officer in the Application or the certifications contained in the Disclosure.

"Disclosure" means the Utah First-Time Homebuyer Law Enforcement Officer Grant Program and Forgiveness Disclosure signed by Officer in connection with the Grant.

"Eligible Employee" means a law enforcement or correctional officer as defined in Utah Code Sections 53-13-103 and 104.

"Primary Residence" of an Officer means the residential structure in which such Officer resides on a full time basis. An Officer may only have one Primary Residence at a time.

"Required Amount" means an amount determined in a two step process. First, with respect to any date, a percentage is calculated by dividing (a) the number of full months remaining in the 60 Month Period after such date by (b) 60. Second, the original amount of the Grant is multiplied by this percentage. The result is the "Required Amount".

BY SIGNING BELOW, Officer (Borrower) accepts and agrees to the terms and provisions in this Rider.

Sarah Darcy Kilgore
Officer

[Signature], 2023
Signature.

6/12/23
Dated

Address of Home:
3891 S Sediment Hill Drive
Magna, Utah
84044

Amount of Grant:
\$ 12,571.65

[Signature]
Title of Loan Officer

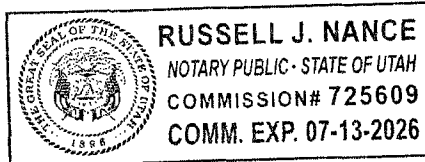
6.12.23 2023
Dated.

STATE OF UTAH
: ss.
COUNTY OF Salt Lake

Subscribed and sworn to before me this 12 day of June, 2023

[Signature]
Notary Public

(Notary Seal)



For Utah Housing use only:

UHC Loan# 151652
Date Completed: 6/8/2023
Date Funded: 6/9/2023

*The Grant Referred to Below is Made by the State of Utah Pursuant to Its
Law Enforcement and Correctional Officer Downpayment Assistance Program*

**Grant Agreement and Repayment Notice
and Rider to Deed of Trust**

This State of Utah Law Enforcement and Correctional Officer Downpayment Assistance Program – Grant Agreement and Repayment Notice and Rider to Deed of Trust (this “**Rider**”) is executed by the undersigned Officer as of the date set forth below and covers the property legally described in the Security Instrument to which this Rider is attached, the address of which is set forth below (the “**Home**”).

Utilizing funds provided by the Utah State Legislature for the Utah First-Time Homebuyer Law Enforcement Grant program (the “**Program**”), and subject to the terms and conditions contained in this Rider, the State of Utah, through Utah Housing Corporation, a public corporation of the State of Utah (“**UHC**”), has provided a grant to Officer to assist in the purchase of the Home in the amount set forth below (the “**Grant**”). In consideration of receiving the Grant, Officer agrees with UHC on behalf of the State of Utah as follows (all capitalized terms having the meaning defined below):

1. Satisfaction of Terms of Grant.

- (a) Officer agrees to commence to occupy the Home as Officer’s Primary Residence no later than 30 days after the closing. Except as otherwise permitted in subsection 1(c), Officer shall occupy the Home as the Officer’s Primary Residence so long as Officer owns the Home.
- (b) If Officer is full-time Eligible Employee at the conclusion of the 60 Month Period, Officer shall cause Officer’s employer to provide to UHC documentation of the Officer’s continuous employment as an Eligible Employee. If such documentation demonstrates that Officer has remained an Eligible Employee for the entire 60 Month Period, and there has been no Default, then the terms of this Rider shall be considered fully satisfied and Officer shall have no further obligations hereunder.
- (c) If Officer moves to another community and Officer cannot or does not want to sell the Home in connection with or immediately following such move, Officer may rent the Home temporarily, so long as Officer remains an Eligible Employee. Officer may rent a portion of the Home so long as the Home remains the Officer’s Primary Residence. Officer may not rent the Home under any other circumstances.

2. Possible Partial Repayment of Grant.

- (a) If Officer sells the Home prior to the conclusion of the 60 Month Period, and Officer continues to be an Eligible Employee following such sale, Officer shall not be required to repay UHC any amount at the time of the sale.
- (b) If Officer sells the Home prior to the conclusion of the 60 Month Period, and Officer is not an Eligible Employee following such sale, Officer agrees to repay the Required Amount to UHC in cash in connection with the sale of the Home.
- (c) If Officer ceases to be an Eligible Employee prior to the conclusion of the 60 Month Period, or is in Default prior to the conclusion of the 60 Month Period, and Officer still owns the Home at such time, Officer agrees to pay UHC the Required Amount by making equal monthly payments over five years (with no interest), such payments to begin on the first day of the month following the 61st monthly payment under the first lien mortgage.

3. Tax Matters.

- (a) A percentage of the Grant will be forgiven each calendar year, such percentage to be calculated by dividing (a) the number of full months during the applicable portion of the 60 Month Period within such calendar year by (b) 60.
- (b) *Officer may receive an IRS Form 1099 if Officer fails to satisfy the terms of the Grant and fails to fulfill all repayment obligations.*
- (b) Officer acknowledges that Officer should consult with a tax professional regarding the potential effect of such forgiveness on Officer’s federal and state taxes.

4. Other Termination; Security. The restrictions contained in this Rider will automatically terminate if title to the Home is transferred by a bona fide foreclosure or deed-in-lieu of foreclosure, or if the mortgage is assigned to the Department of Housing and Urban Development or any officer or agency or affiliate thereof. For the purpose of securing Officer’s obligations herein, Officer hereby grants a secondary lien on the Home, which is enforceable in accordance with the laws of the State of Utah, for the benefit of UHC on behalf of the State of Utah. The secondary lien is subordinate in all respects to the lien of the Security Instrument.

5. **Definitions.** The following terms shall have the meanings set forth below:

"60 Month Period" means the period (a) commencing on the date this Rider is recorded with the Recorder's Office of the county in which the Home is located and (b) ending on the last day of the sixtieth (60th) full month thereafter.

"Application" means the application for the Grant that Officer submitted to UHC.

"Default" means a breach, violation or other default under this Rider which is not cured within thirty (30) days after notice thereof, or any misrepresentation by Officer in the Application or the certifications contained in the Disclosure.

"Disclosure" means the Utah First-Time Homebuyer Law Enforcement Officer Grant Program and Forgiveness Disclosure signed by Officer in connection with the Grant.

"Eligible Employee" means a law enforcement or correctional officer as defined in Utah Code Sections 53-13-103 and 104.

"Primary Residence" of an Officer means the residential structure in which such Officer resides on a full time basis. An Officer may only have one Primary Residence at a time.

"Required Amount" means an amount determined in a two step process. First, with respect to any date, a percentage is calculated by dividing (a) the number of full months remaining in the 60 Month Period after such date by (b) 60. Second, the original amount of the Grant is multiplied by this percentage. The result is the "Required Amount".

BY SIGNING BELOW, Officer (Borrower) accepts and agrees to the terms and provisions in this Rider.

Sarah Darcy Kilgore
Officer
6/12/23
Dated

[Signature], 2023
Signature

Address of Home:
3891 S Sediment Hill Drive
Magna, Utah
84044

Amount of Grant:
\$ 12,571.65

[Signature]
Title of Each Officer

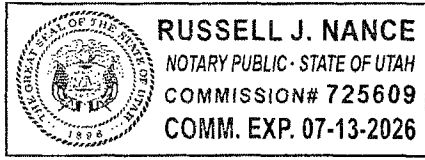
6.12.23, 2023
Dated

STATE OF UTAH : ss.
COUNTY OF Salt Lake

Subscribed and sworn to before me this 12 day of June, 2023

[Signature]
Notary Public

(Notary Seal)



For Utah Housing use only:
UHC Loan# 151652
Date Completed: 6/8/2023
Date Funded: 6/9/2023



AFTER RECORDING MAIL TO:
DHI Mortgage Company Ltd
2479 South Lake Park Blvd
West Valley City, UT 84120

**UTAH HOUSING CORPORATION
RIDER TO DEED OF TRUST**

TAX-EXEMPT FINANCING

THIS Utah Housing Corporation Rider to Deed of Trust is made this 8th day of June, 2023, and is incorporated into and shall be deemed to amend and supplement the Deed of Trust ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to DHI Mortgage Company Ltd ("Lender") of the same date and covering the property (the "Property") described in the Security Instrument and located at:

3891 S Sediment Hill Drive , Magna, UT 84044
(Property Address)

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

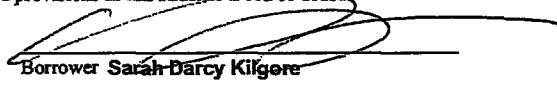
Lender, or each of its successors or assigns as may by separate instrument assume responsibility for assuring compliance by the Borrower with the provisions of this Rider to Deed of Trust, may require immediate payment in full of all sums secured by this Security Instrument if:

- (a) All or part of the Property is sold or otherwise transferred (other than by devise, descent or operation of law) by Borrower to a purchaser or other transferee:
 - (i) Who cannot reasonably be expected to occupy the Property as his/her principal residence within a reasonable time after the sale or transfer, all as provided in Section 143 (c) and (i)(2) of the Internal Revenue Code; or
 - (ii) Who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Section 143(d) and (i)(2) of the Internal Revenue Code [except "100 percent" shall be substituted for "95 percent or more" where the latter appears in Section 143(d)(1) and except that this subparagraph (ii) shall not apply if the Property is a targeted area residence on the date of such sale or transfer]; or
 - (iii) At an acquisition cost which is greater than 90 percent of the average area purchase price (greater than 110 percent for targeted area residences) all as provided in Section 143(e) and (i)(2) of the Internal Revenue Code; or
 - (iv) Who has a gross family income in excess of 115% of the applicable median family income (140% of the applicable median family income for a purchaser or transferee of a residence in a targeted area), except that 100% and 120% shall be substituted for 115% and 140%, respectively, if the purchaser or other transferee has a family of fewer than 3 individuals, all as provided in Sections 143(f) and (i)(2) of the Internal Revenue Code.
- (b) Borrower fails to occupy the Property described in the Security Instrument for the term of the Borrower's Note without prior written consent of Lender or its successors or assigns described at the beginning of this Rider to Deed of Trust; or
- (c) Borrower omits or misrepresents a fact that is material with respect to the provisions of Section 143 of the Internal Revenue Code in an application, affidavit or any related instrument made in connection with the loan secured by this Security Instrument.

The restrictions will automatically terminate if title to the mortgaged property is transferred by foreclosure or deed-in-lieu of foreclosure, or if the mortgage is assigned to the Secretary.

References are to the 1986 Internal Revenue Code in effect on the date of execution of the Security Instrument and are deemed to include the implementing regulations.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions in this Rider to Deed of Trust.



Borrower Sarah Darcy Kilgore

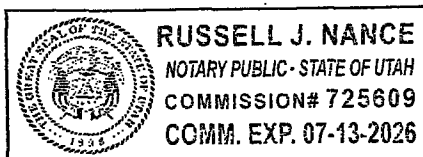
Borrower

Borrower

Borrower

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

Subscribed and sworn to before me this 12 day of June, 2023


NOTARY PUBLIC

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Law Enforcement and Correctional Officer Downpayment Assistance Program*

**Grant Agreement and Repayment Notice
and Rider to Deed of Trust**

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Utilizing funds provided by the Utah State Legislature for the Utah First-Time Homebuyer Law Enforcement Grant program (the "Program"), and subject to the terms and conditions contained in this Rider, the State of Utah, through Utah Housing Corporation, a public corporation of the State of Utah ("UHC"), has provided a grant to Officer to assist in the purchase of the Home in the amount set forth below (the "Grant"). In consideration of receiving the Grant, Officer agrees with UHC on behalf of the State of Utah as follows (all capitalized terms having the meaning defined below):

1. Satisfaction of Terms of Grant.

- (a) Officer agrees to commence to occupy the Home as Officer's Primary Residence no later than 30 days after the closing. Except as otherwise permitted in subsection 1(c), Officer shall occupy the Home as the Officer's Primary Residence so long as Officer owns the Home.
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- (c) If Officer moves to another community and Officer cannot or does not want to sell the Home in connection with or immediately following such move, Officer may rent the Home temporarily, so long as Officer remains an Eligible Employee. Officer may rent a portion of the Home so long as the Home remains the Officer's Primary Residence. Officer may not rent the Home under any other circumstances.

2. Possible Partial Repayment of Grant.

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3. Tax Matters.

- (a) A percentage of the Grant will be forgiven each calendar year, such percentage to be calculated by dividing (a) the number of full months during the applicable portion of the 60 Month Period within such calendar year by (b) 60.
- (b) Officer may receive an IRS Form 1099 if Officer fails to satisfy the terms of the Grant and fails to fulfill all repayment obligations.
- (b) Officer acknowledges that Officer should consult with a tax professional regarding the potential effect of such forgiveness on Officer's federal and state taxes.

4. Other Termination; Security. The restrictions contained in this Rider will automatically terminate if title to the Home is transferred by a bona fide foreclosure or deed-in-lieu of foreclosure, or if the mortgage is assigned to the Department of Housing and Urban Development or any officer or agency or affiliate thereof. For the purpose of securing Officer's obligations herein, Officer hereby grants a secondary lien on the Home, which is enforceable in accordance with the laws of the State of Utah, for the benefit of UHC on behalf of the State of Utah. The secondary lien is subordinate in all respects to the lien of the Security Instrument.

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"Disclosure" means the Utah First-Time Homebuyer Law Enforcement Officer Grant Program and Forgiveness Disclosure signed by Officer in connection with the Grant.

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BY SIGNING BELOW, Officer (Borrower) accepts and agrees to the terms and provisions in this Rider.

Sarah Darcy Kilgore _____ 2023
Officer Signature
6/12/23
Dated

Address of Home: 3891 S Sediment Hill Drive
Magna, Utah
84044
Amount of Grant: \$ 12,571.65

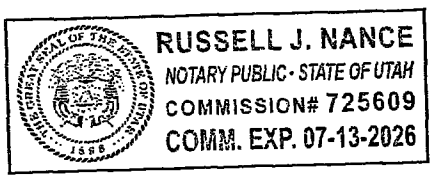
[Signature] _____ 2023
Title or Loan Officer Dated

STATE OF UTAH
: ss.
COUNTY OF Salt Lake

Subscribed and sworn to before me this 12 day of June, 2023

[Signature]
Notary Public

(Notary Seal)



For Utah Housing use only:

UHC Loan# 151652
Date Completed: 6/8/2023
Date Funded: 6/9/2023

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Law Enforcement and Correctional Officer Downpayment Assistance Program*

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- (a) A percentage of the Grant will be forgiven each calendar year, such percentage to be calculated by dividing (a) the number of full months during the applicable portion of the 60 Month Period within such calendar year by (b) 60.
- (b) Officer may receive an IRS Form 1099 if Officer fails to satisfy the terms of the Grant and fails to fulfill all repayment obligations.
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"Eligible Employee" means a law enforcement or correctional officer as defined in Utah Code Sections 53-13-103 and 104.

"Primary Residence" of an Officer means the residential structure in which such Officer resides on a full time basis. An Officer may only have one Primary Residence at a time.

"Required Amount" means an amount determined in a two step process. First, with respect to any date, a percentage is calculated by dividing (a) the number of full months remaining in the 60 Month Period after such date by (b) 60. Second, the original amount of the Grant is multiplied by this percentage. The result is the "Required Amount".

BY SIGNING BELOW, Officer (Borrower) accepts and agrees to the terms and provisions in this Rider.

Sarah Darcy Kilgore
Officer
6/12/23
Dated

[Signature], 2023
Signature

Address of Home:
3891 S Sediment Hill Drive
Magna, Utah
84044

Amount of Grant:
\$ 12,571.65

[Signature]
Title of Loan Officer

6.12.23, 2023
Dated

STATE OF UTAH : ss.
COUNTY OF Salt Lake

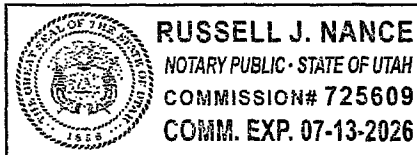
Subscribed and sworn to before me this 12 day of June, 2023

[Signature]
Notary Public

(Notary Seal)

For Utah Housing use only:

UHC Loan# 151652
Date Completed: 6/8/2023
Date Funded: 6/9/2023



ESCROW NO.: 594-234301963

EXHIBIT A

Lot 1379, of GATEWAY TO LITTLE VALLEY PHASE 3, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.