

14163523 B: 11450 P: 7444 Total Pages: 19
10/16/2023 09:18 AM By: BGORDON Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

After Recording Return To:
UNITED WHOLESALE MORTGAGE, LLC
585 SOUTH BOULEVARD E
PONTIAC, MI 48341
ATTN: POST CLOSING MANAGER
Loan Number: 1223583664

Tax Serial No.: 28-08-356-004-0000

171591-LMP

[Space Above This Line For Recording Data]

DEED OF TRUST

FHA Case No: 523-1280647-703

MIN: 100032412235836647

MERS Phone: 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, 15, 18, 23 and 24. Certain rules regarding the usage of words used in this document are also provided in Section 16.

Parties

(A) "Borrower" is Jennifer Garcia

currently residing at 10150 S Amaryllis Dr, Sandy, Utah 84094

Borrower is the trustor under this Security Instrument.

(B) "Lender" is United Wholesale Mortgage, LLC

Lender is a LIMITED LIABILITY COMPANY organized and existing under the laws of
MICHIGAN . Lender's address is 585 South Boulevard E, Pontiac,
Michigan 48341. tel.(800) 981-8898

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

(C) "Trustee" is PAUL M. HALLIDAY, JR. HALLIDAY & WATKINS, P.C.
376 EAST 400 SOUTH, SUITE 300, SALT LAKE CITY, UTAH 84111

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 **October 11, 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 **TWO HUNDRED TWENTY-TWO THOUSAND EIGHT HUNDRED THIRTY-TWO AND 00/100 Dollars (U.S. \$ 222,832.00) 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 **November 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]:

Adjustable Rate Rider Condominium Rider
 Planned Unit Development Rider Other(s) [specify]:

(G) "Security Instrument" means this document, which is dated **October 11, 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.

(J) "Default" means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 11(e).

(K) "Electronic Fund Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone or other electronic device capable of communicating with such financial institution, wire transfers, and automated clearinghouse transfers.

(L) "Electronic Signature" means an "Electronic Signature" as defined in the UETA or E-SIGN, as applicable.

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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 :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

See Attached

A.P.N.: 28-08-356-004-0000

which currently has the address of 10150 S Amaryllis Dr

Sandy

[City]

[Street]

, Utah 84094

("Property Address");

[Zip Code]

Tax Parcel I.D. Number(s): 28-08-356-004-0000

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 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 REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to grant, convey, and warrant the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower further warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific Utah state requirements to constitute a uniform security instrument covering real property.

EXHIBIT A
PROPERTY DESCRIPTION

Lot 4, WHITE CITY NO. 8 SUBDIVISION, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.

Tax Id No.: 28-08-356-004