14182069 B: 11460 P: 495 Total Pages: 8
12/06/2023 08:47 AM By: Mwestergard Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: MORTGAGE CONNECT UTAH
600 CLUBHOUSE DRCORAOPOLIS, PA 151083195

Recording Requested By:

Freedom Mortgage Corporation 951 Yamato Road Boca Raton, FL 33431

After Recording Return To:

Freedom Mortgage Corporation C/O: Mortgage Connect, LP Attn: Loan Mod Processing Team 600 Clubhouse Drive Moon Township, PA 15108 APN/Tax ID: 20-36-351-003-0000 Recording Number: 2937979

This document was prepared by: Freedom Mortgage Corporation, Michele Rice

Space Above This Line For Recording Data_____

FHA Case No. <u>521-9068162-703</u>

SUBORDINATE DEED OF TRUST

THIS SUBORDINATE DEED OF TRUST ("Security Instrument") is given on November 6, 2023.

The Mortgagor is JANAE LOUISE LARSEN AND TANNER JOE LARSEN, WIFE AND HUSBAND

Whose address is 5467 W WINDMILL DR WEST JORDAN, UT 84081 ("Borrower").

Trustee: First American Title

This Security Instrument is given to the Secretary of Housing and Urban Development, its successors and assigns whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of <u>sixteen thousand three hundred ninety-eight and 65/100 Dollars (U.S. 16,398.65)</u>. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on October 1, 2050.

This SECURITY INSTRUMENT secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, advanced under Paragraph 2 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the

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Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to the Lender, with the power of sale the following described property located in Salt Lake County, State of <u>UTAH</u> which has the address of <u>5467 W WINDMILL DR WEST JORDAN, UT 84081</u>, ("Property Address") more particularly described as follows: See Exhibit A for Legal Description

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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances or 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.

Borrower and Lender covenant agree as follows:

UNIFORM COVENANTS.

- 1. **PAYMENT OF PRINCIPAL.** Borrower shall pay when due the principal of the debt evidenced by the Note.
- 2. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender 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.
- 3. 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 and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (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 term of this Security Instrument or the Note without that Borrower's consent.
- 4. **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 Partial Claim

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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: Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street, SW, Washington, DC 10410 or any 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.

- 5. 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 Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 6. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

ACCELERATION; REMEDIES. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date 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 further shall 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 reasonable costs and expenses incurred in pursuing the remedies provided in this Section 7, including without limitation reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, 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 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. 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, in accordance with applicable law, 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.

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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 without limitation 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.

- 8. **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 cost. 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 by applicable law.
- 9. 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 the Trustee herein and by applicable law.
- 10. **REQUEST FOR NOTICES.** Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address which is the Property Address.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 of the Subordinate Note, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph or applicable law.

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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. Sign here to execute Janae Louise Larsen Subordinate Security (Must be signed exactly as printed) Instrument Signature Date (MM/DD/YYYY) Tanner Joe Larsen Sign here to execute (Must be signed exactly as printed) **Subordinate Security** 121 2023 **Instrument** Signature Date (MM/DD/YYYY) [Space below this line for Acknowledgement]_ STATE OF & Hah COUNTY OF Utak in the year 2023 before me, the undersigned, Notary Public (or [] if an Online Notary Public), in and for said State, personally appeared by physical presence (or [] if by online notarization/use of audio/video communication technology) Janae Louise Larsen and Tanner Joe Larsen, personally known to me or proved to me on the basis of satisfactory evidence of identification to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they voluntarily executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person or entity upon behalf of which the person or entity acted, executed the instrument for its stated purpose. OR Produced Identification Personally Known Type of Identification Produced: Dolvers License (Signature) (Notary Public Seal) (Please ensure seal does not overlap any language or print) NATE BENJAMIN STONE otary Public - State of Utah Comm. No. 730354 Commission Expires on Apr 3, 2027 **Partial Claim**

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By SIGNING BELOW, Borrower accepts and agrees	to the terms contained in this Security	
Instrument and in any rider(s) executed by Borrower a	nd recorded with it.	
Sign here to execute	Janae Louise Larsen	
Subordinate Security	(Must be signed exactly as printed)	
Instrument	Signature Date (MM/DD/YYYY)	
	Signature Date (WIWDD/1111)	
Sign here to execute	Tanner Joe Larsen	
Subordinate Security	(Must be signed exactly as printed)	
Instrument	Signature Date (MM/DD/YYYY)	
	Signature Date (WIVDD/1111)	
[Space below this line for Ackn	lowledgement]	
STATE OF Utan		
COUNTY OF Salt Take		
On the 17 day of Novembe	\angle in the year <u>3033</u> before me, the	
undersigned, Notary Public (or [] if an Online Not	ary Public), in and for said State, personally	
appeared by physical presence (or [] if by online no	tarization/use of audio/video communication	
technology) Janae Louise Larsen and Tanner Joe Larsen on the basis of satisfactory evidence of identification	en, personally known to me or proved to me	
subscribed to the within instrument and acknowledge		
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the		
instrument, the person or entity upon behalf of whi	ch the person or entity acted, executed the	
instrument for its stated purpose.		
Personally Known OR Produced Identification	on	
Type of Identification Produced:		
WITNESS my hand and official seal	Notary Public - State of Utah	
(Damara Tolen'	TAMARA P. KING	
(Signature)	Comm. #712729 My Commission Expires	
Notary Public: Tamara P. Kina	June 23, 2024	
T. 02 #	rinted Name)	
My commission expires: June 333	(Notary Public Seal) sure seal does not overlap any language or print)	
(2 10 10 0 0 11		

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EXHIBIT A

All that certain parcel of land situated in the County of Salt Lake, State of Utah:

Lot 216, Wheatridge Estates Subdivision, Phase 2, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office.

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Copy Certification

State of Pennsylvania) §	
County of Allegheny)	
On this <u>5th</u> day of <u>December</u> , in the year 20 <u>23</u>	, I certify that the preceding or attached
document, is a true, exact, complete and unaltered photo	copy made by me of
Subordinate Deed of Trust presented to me by the doc description of document	ument's custodian,
Laurie Rux, and that, to the best	of my knowledge, the photocopied document
is neither a public record nor a publicly recorded documen	nt, certified copies of which are available from
an official source other than a notary.	
Witness my hand and official seal.	
(notary signature) Matthew S. D. Alle My commission Commiss	of Pennsylvania - Notary Seal arcangelo, Notary Public gheny County expires September 10, 2026 on number 1340136 (seal) vania Association of Notaries