

Trust Deed Page 1 of 8
Russell Shirts Washington County Recorder
04/10/2020 04:06:34 PM Fee \$40.00 By
MOUNTAIN VIEW TITLE - OGDEN

WHEN RECORDED MAIL TO:
First American Mortgage Solutions
c/o New American Funding Post Closing
1795 International Way
Idaho Falls , ID 83402

LOAN #: 149119229688

174997

**UTAH HOUSING CORPORATION
SUBORDINATE DEED OF TRUST (MERS)**

MIN: MIN: 1003763-0300163583-0
MERS PHONE #: 1-888-679-6377

THIS DEED OF TRUST is made on **March 13, 2020** between **LADD BALDWIN HOWELL, A
MARRIED MAN**

Mountain View Title & Escrow, Inc.

("Borrower"),

Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors or assigns). 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, ("Beneficiary"), and **Broker Solutions, Inc. dba New American Funding**

("Trustee"),

("Lender").

UHC Form 040A
Rev 08/08/18
Ellie Mae, Inc.

Initials: LH
10826UTMD 0219
10826UTMD (CLS)



LOAN #: 149119229688

Borrower owes the Lender the sum of **FIFTEEN THOUSAND NINE HUNDRED AND NO/100*** *****

***** dollars

\$15,900.00) evidenced by a Subordinate Note ("Note") dated the same date as this Subordinate Deed of Trust. This Subordinate Deed of Trust secures (a) the repayment of the debt evidenced by the Note, with interest, and (b) the repayment of all sums advanced by the Lender to enforce the Note.

Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described real property located in **Washington** County, Utah ("Property")

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: SG-BHSG-4-80 (SG-6-3-2-213)

which has an address of **1001 West Curly Hollow Drive #80, St George**

Utah **84790** ("Property Address").
Zip Code

(City)

TOGETHER WITH all improvements hereafter erected on the Property, and all easements, rights of way, appurtenances, rents, royalties, mineral, oil, and gas rights and profits, income, water appropriations, rights and stock and all fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Subordinate Deed of Trust. Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Deed of Trust; 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 or canceling this Deed of Trust.

This Subordinate Deed of Trust is subordinate in all respects to a Deed of Trust (the "Senior Deed of Trust") which is amended by a Rider to Deed of Trust (the "Rider to Deed of Trust") encumbering the Property and which secures that certain note (the "Senior Note") dated the same date as this Subordinate Deed of Trust.

Lender may require immediate payment in full of all sums secured by this Subordinate Deed of Trust if:

1. Lender requires immediate payment in full of the Senior Note because Borrower is in default under the Senior Note, the Senior Deed of Trust, or the Rider to Deed of Trust;
2. Lender requires payment in full of the Senior Note because all or part of the Property is transferred or occupied in violation of the terms of the Senior Deed of Trust or the Rider to Deed of Trust;
3. Borrower transfers all or part of the Property, whether or not in violation of the Senior Deed of Trust or the Rider to Deed of Trust;

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Elle Mae, Inc.

Initials: LH
10826UTMD 0219
10826UTMD (CLS)



LOAN #: 149119229688

STATE OF UTAH)
COUNTY OF Washington)

On this 13th day of March, in the year 2020, before me

Becky Gourley, a notary public, personally appeared

LADD BALDWIN HOWELL, A MARRIED MAN

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

Becky Gourley
Notary Signature

(Notary Seal)

MORTGAGE LOAN ORIGINATOR: Kyle Schoney
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER:
1401829

MORTGAGE LOAN ORIGATION COMPANY: Broker Solutions, Inc.dba New American Funding
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER:
6606



UHC Form 040A
Rev 08/08/18
Elle Mae, Inc.

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10826UTMD 0219
10826UTMD (CLS)



**EXHIBIT "A"
LEGAL DESCRIPTION**

File No. 174977

ALL OF LOT 80 BUILDING 23, BLACKHAWK TOWNHOMES ST. GEORGE, PHASE 4, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

LOAN #: 149119229688
MIN: 1003763-0300163583-0

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 13th day of March, 2020, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to Broker Solutions, Inc.dba New American Funding, a Corporation

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 1001 West Curly Hollow Drive #80, St George, UT 84790

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS

(the "Declaration"). The Property is a part of a planned unit development known as Blackhawk Townhomes

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:



LOAN #: 149119229688

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.



LOAN #: 149119229688

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

Ladd Baldwin Howell
LADD BALDWIN HOWELL

03/13/2020 (Seal)
DATE

MULTISTATE PUD RIDER - Single Family/Second Mortgage - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3150 9/90 Amended 8/91
Elle Mae, Inc.

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Initials: LH
GPUDSLL 0612
GPUDSLL (CLS)

