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BK 5509 PG 119

E 2657614 B 5509 P 119-121  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
04/26/2012 10:58 AM  
\$\$\$ #14.00 Pgs: 3  
DEP RT REC'D FOR COTTONWOOD TITLE  
INS AGENCY

**RESPA**

UHC Form 040A  
Rev 1108

WHEN RECORDED, MAIL TO:  
HIGHLANDS RESIDENTIAL MORTGAGE DBA MAJOR MORTGAGE  
103 25TH STREET  
OGDEN, UT 84401

MERS#: 10078300000138097

51760.RF  
12.728.0122

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

THIS DEED OF TRUST is made on APRIL 24, 2012 between  
DAVID ANDRAS CRESPIAN, JR., AN UNMARRIED MAN; AND DEVIN LEIGH TAPIA, AN UNMARRIED WOMAN ("Borrower"),  
COTTONWOOD TITLE ("Trustee"),

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 HIGHLANDS RESIDENTIAL MORTGAGE DBA MAJOR MORTGAGE ("Lender").

Borrower owes the Lender the sum of ELEVEN THOUSAND  
and 00 /00 dollars (\$ 11,000.00 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 DAVIS County, Utah ("Property")

which has an address of 159 S 2830 W  
WEST POINT, Utah 84015 ("Property Address").  
City Zip Code

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 Tax Exempt Rider (the "Tax Exempt 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 Tax Exempt Rider to the 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 Tax Exempt Rider to the 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 Tax Exempt Rider to the Deed of Trust;
4. Borrower is in default under the Subordinate Note or this Subordinate Deed of Trust; or
5. The Senior Note is prepaid prior to its maturity date (as defined in the Senior Note).

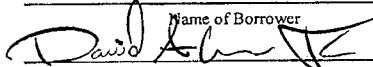
If circumstances occur which would permit Lender to require immediate payment in full, but Lender does not require such payment, Lender does not waive its rights with respect to subsequent events.

Lender shall be entitled to collect all expenses incurred in pursuing its remedies, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

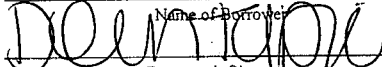
The proceeds of any award or claim for damages, direct or consequential, in connection with condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Subordinate Note and this Subordinate Deed of Trust, subject to the rights of Lender under the Senior Deed of Trust.

Borrower requests that any notice to the Borrower hereunder be mailed by first class mail to the Property Address. Lender requests that any notice to the Lender be mailed by first class mail to the principal offices of Lender described above, or any address Lender designates by notice to Borrower.

DAVID ANDRAS CRESPIN, JR.

  
Name of Borrower  
Borrower's Signature

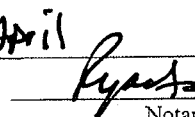
DEVIN LEIGH TAPIA

  
Name of Borrower  
Borrower's Signature

STATE OF UTAH )  
 )  
 COUNTY OF Davis )

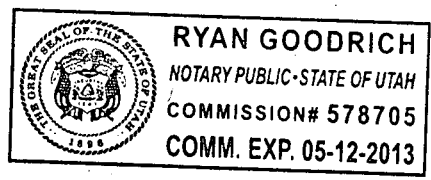
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Subscribed and sworn to before me this 28 day of April, 2012

  
 Notary Public

My Commission Expires: 5.12.13

Residing at: Davis



**EXHIBIT A**

All of Lot No. 122, contained within YALECREST TOWNS, a Utah planned residential development, as the same is identified in the Record of Plat Map recorded in Davis County, Utah, as Entry No. 2393135 in Book 4617 at Page 920 (as said Record of Plat Map may have heretofore been amended or supplemented) and in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Yalecrest Towns, a Planned Unit Development, recorded in Davis County, Utah as Entry No. 2405118 in Book 4658 at Page 567 (as said Declaration may have heretofore been amended or supplemented). Together with an undivided interest in the Common Areas and Facilities.