



W2687140

WHEN RECORDED MAIL TO:
Citywide Home Loans, a Utah Corporation
Attn: Final Document Department
4001 South 700 East, Suite 250
Salt Lake City, UT 84107

E# 2687140 PG 1 OF 5
ERNEST D. ROWLEY, WEBER COUNTY RECORDER
20-May-14 03:01 PM FEE \$18.00 DEP SC
REC FOR: FOUNDERS TITLE COMPANY - SYRACUSE
ELECTRONICALLY RECORDED

LOAN #: 026011404003116
MIN: 1005627-0000032788-5
MERS PHONE #: 1-888-679-6377

D 50895A

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

THIS DEED OF TRUST is made on **May 19, 2014**
HEDELIUS, A MARRIED MAN

between **MATTHEW RYAN**

("Borrower"),

Founders 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 **Citywide Home Loans, a Utah Corporation**

("Lender").

Borrower owes the Lender the sum of **SEVEN THOUSAND SEVEN HUNDRED FIFTY AND NO/100***

***** dollars
(**\$7,750.00**) evidenced by a Subordinate Note ("Note") dated the same date as this



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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 **Weber** County, Utah ("Property")

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

APN #: 10-015-0035

which has an address of **5521 South 6300 West, Hooper**

[City]

Utah **84315** ("Property Address").
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 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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- 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.

Matthew Ryan Hedelius

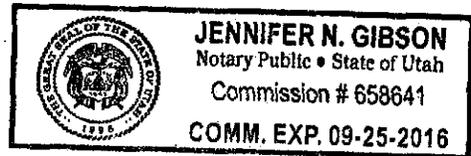
 MATTHEW RYAN HEDELIUS

19 Mar 2014

 DATE



LOAN #: 026011404003116



STATE OF UTAH

COUNTY OF Weber
210 Davis

} ss

Subscribed and sworn to before me this 19th day of May, 2014.

Jennifer N. Gibson
Notary Public

My Commission Expires: 09/25/16

Residing at: Davis

MORTGAGE LOAN ORIGINATOR: Ken Lindsay
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER:
938208
MORTGAGE LOAN ORIGINATION COMPANY: Citywide Home Loans, a Utah Corporation
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER:
67180

mb



**LEGAL DESCRIPTION
EXHIBIT "A"**

Part of the Southwest Quarter of Section 13, Township 5 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey: Beginning North 200.00 feet from the intersection of an existing fence line extended and the West line of 6300 West Street, said intersection being 2367.14 feet East and 483.14 feet North of the Southwest corner of the Southwest Quarter of said Section 13, running thence West 200.5 feet; thence North 137.5 feet, more or less, to the South line of 5500 South Street; thence East 200.5 feet along said South line to the West line of 6300 West Street; thence South 137.5 feet, more or less, along said West line to the point of Beginning.

The following is shown for information purposes only: 10-015-0035 ✓ *SR*