

2744045
BK 5779 PG 1648

E 2744045 B 5779 P 1648-1651
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
5/29/2013 5:00:00 PM
FEE \$16.00 Pgs: 4
DEP eCASH REC'D FOR NORTH AMERICAN TITLE

WHEN RECORDED MAIL TO:
When recorded, return to:
Axiom Financial, LLC
Attn: Final Document Department
9350 S. 150 E., Suite 140
Sandy, UT 84070

40902-13-02025
06-066-0023

LOAN #: 20022894
MIN: 1001454-0020022894-4

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

THIS DEED OF TRUST is made on **May 28, 2013**
SECRIST, AN UNMARRIED MAN

between **FERRIN D**

("Borrower"),

North American Title

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,

("Trustee"),

UHC Form 040A Rev 0712
Ellie Mae, Inc.

Page 1 of 4

Initials: *FDS*
10826UTMD 1012
10826UTMD
05/28/2013 09:57 AM PST



LOAN #: 20022894

and has an address and telephone number of P. O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Beneficiary"), and **Axiom Financial, LLC**

Borrower owes the Lender the sum of **SIX THOUSAND FOUR HUNDRED SEVENTY TWO AND** ("Lender").

NO/100* ***** dollars (**\$6,472.00**) 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")
ALL OF LOT 23, AMENDED PLAT OF RUFLIN CIRCLE # 2, A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN APN #: 06-066-0023

which has an address of **743 West 1300 South, Woods Cross** [City]
Utah **84087** ("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.



LOAN #: 20022894

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;
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.


FERRIN D SECRIST

5-28-2013 (Seal)
DATE



LOAN #: 20022894

STATE OF UTAH

COUNTY OF **Davis**

)
) ss
)

Subscribed and sworn to before me this 28TH day of May, 2013.

Kaye H. Cazier

Notary Public

My Commission Expires:

5-25-15

Residing at: *Kaysville, UT*

