



"W2757918"

E# 2757918 PG 1 OF 2
Leann H. Kilts, WEBER COUNTY RECORDER
25-Sep-15 04:27 PM FEE \$12.00 DEP TN
REC FOR: CERTUS LAW GROUP PLLC
ELECTRONICALLY RECORDED

UHC Form 040A
Rev 07/15

PREPARED BY:

**CITYWIDE HOME LOANS A UTAH
CORPORATION
9785 SOUTH MONROE STREET, SUITE
#200
SANDY, UT 84070
(801) 747-0200**

**WHEN RECORDED MAIL TO:
CITYWIDE HOME LOANS A UTAH
CORPORATION
9785 SOUTH MONROE STREET, SUITE
#200
SANDY, UT 84070
(801) 747-0200**

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

PAZ
Loan #: 001041500039839
MIN: 100562700000608187
PIN: 08-335-0010 | *POST*

THIS DEED OF TRUST is made on **SEPTEMBER 24, 2015** between **SUSAN PAZ, A MARRIED WOMAN ("Borrower")**, **AMERICAN PREFERRED TITLE INSURANCE ("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 PO 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 **EIGHT THOUSAND SEVEN HUNDRED SIXTY-FIVE AND 00/100 dollars (\$8,765.00)**, 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 **WEBER County, Utah ("**Property**")**
LOT 59, MIDLAND FARMS SUBDIVISION PHASE 6, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE WEBER COUNTY RECORDER'S OFFICE, STATE OF UTAH.
which has an address of **4236 SOUTH 2900 WEST, ROY, Utah 84067 ("**Property Address**").**

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;
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).

001041506039839

UHC Form 9-09a
Rev 9/7/15

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.

Susan Fay 9/24/15
- BORROWER - SUSAN FAY - DATE -

STATE OF UTAH }
COUNTY OF WEBER } ss

Subscribed and sworn to before me this 24TH day of SEPTEMBER, 2015.

[Signature]
JOHN LISH Notary Public
Notary Public
State of Utah
My Commission Expires Feb. 1, 2019
COMMISSION NUMBER 581210

My Commission Expires: 2-1-19 Residing at: SALT LAKE COUNTY

MORTGAGE LOAN ORIGINATOR MARYLEE GILCHRIST
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER
242466
MORTGAGE LOAN ORIGINATION COMPANY CITYWIDE HOME LOANS A UTAH CORPORATION
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER
67180