



W2894256

~~ENT 115137:2017 PG 1 of 2
Jeffery Smith
Utah County Recorder
2017 Nov 21 09:32 AM FEE 12.00 BY BA
RECORDED FOR Utah Housing Corporation
ELECTRONICALLY RECORDED~~

UPON RECORDING MAIL TO:

Utah Housing Corp.
2479 South Lake Park Blvd.
West Valley, UT 84120
Attn. Josh Arnold

FHA Case No. 521-8882533

MIN: 1005627 0000032399 1

SUBORDINATE DEED OF TRUST

THIS SUBORDINATE DEED OF TRUST ("Security Instrument") is given on Ceth Nov 2017. The Mortgagor(s) is Matthew Ryan Hedelius, a married man whose address is 5521 S. 6300 W. Hooper, Utah ("Borrowers"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is Office of the Housing HFA-Comptroller, Director of Mortgage Insurance, Accounting and Servicing, 451 Seventh Street SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of FORTY-FOUR THOUSAND THREE HUNDRED SIXTY-NINE AND 27/100 Dollars (U.S. \$44,369.27). This debt is evidenced by Borrower's Subordinate Note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on the first day of December, 2047.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extension and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Subordinate Note. For this purpose, Borrower hereby irrevocably grants and conveys to the Trustee, in trust, with power of sale the following described real property located in ~~Utah~~ ^{Weber} County, Utah.

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 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, more or less, along said West line to the point of Beginning.

TAX ID# 10-015-0035

Which has the address 5521 S. 6300 W. Hooper, Utah 84315 ("Property Address")

TOGETHER WITH all the improvements now or 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 Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances or record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal.** Borrower shall pay when due the principal of the debt evidenced by the Note.
2. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

- 3. **Successors and Assigns Bound; Joint and Several Liability; Cosigners.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who cosigns this Security Instrument but does not execute the Note: (a) is cosigning this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.
- 4. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address and any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class Mail to: **Department of Housing and Urban Development, Attention: Single-Family Notes Branch, 451 Seventh Street, SW, Washington, DC 20410** or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 5. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 6. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

NONUNIFORM COVENANTS. Borrower and Lender further covenant and agree as follow:

- 7. **Acceleration; Remedies.** If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under the Paragraph 7 of the Subordinate Note, the Secretary may invoke the non-judicial power of sale provided in the Single-Family Mortgage Foreclosure Act of 1994 ("Act") (12 USC 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph or applicable law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by the Borrower and recorded with it.

Matthew Ryan Hedelius
 Name of Borrower

 Borrower's Signature

 Name of Borrower

 Borrower's Signature

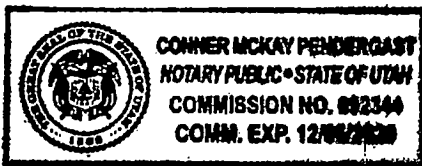
STATE OF UTAH)
 _____)
Weber COUNTY)

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On the 6 day of November, 2017 Matthew Ryan Hedelius personally appeared before me as signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.

 Notary Public

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Conner McKay Pendergast
Notary Public - State of Utah
Commission No. 692344
Comm. Exp. 12/06/2020