UHC Form 040A Rev 07,05.18

## RESPA RECORDING



WHEN RECORDED MAIL TO:
Academy Mortgage Corporation
Final Docs Department
339 West 13490 South
Draper, UT 84020

E# 2934011 PG 1 OF 3
Leann H. Kilts, WEBER COUNTY RECORDER
02-Aug-18 0434 PM FEE \$40.00 DEP TN
REC FOR: METRO NATIONAL TITLE
ELECTRONICALLY RECORDED

12-012-0016 62555 MNT

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

MIN: 1000608-2100403086-6

THIS DEED OF TRUST			018	between		
NESTOR AVILES RAMIREZ, MARI	RIED MAN					("Borrower"),
Metro National Title						("Trustee"),
Mortgage Electronic Redefined, and Lender's suand has an address and to ("Beneficiary"), and A	iccessors or assigns). elephone number of P	MERS is organ . O. Box 2026,	ized and existing	ng under th	ne laws of Delaware,	
Borrower owes the Lender and				) evider	nced by a Subordina	te Note ("Note")
dated the same date as this						
debt evidenced by the Note						
Borrower irrevocably grant located in Weber	s and conveys to T		t, with power tah ("Propert		the following descr	ibed real property
	S	EE ATTACHI	ED LEGAL			
which has an address of	945 Rancho Blvd					
Ogden		,Utah	84404		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 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).

The restrictions will automatically terminate if title to the mortgaged property is transferred by foreclosure or deed-in-lieu of foreclosure, or if the mortgage is assigned to the Secretary.

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.

Any restrictions on conveyance in any loan document or deed of trust will automatically terminate if title to the mortgaged property is transferred by foreclosure or deed-in-lieu of foreclosure, or if the mortgagee is assigned to the Secretary of HUD.

STATE OF UTAH

On this 31<sup>St</sup> day of 1/19, in the year 20 s, before me Se Arthory, a notary public, personally appeared Nestor Aviles Pamirez, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed in this document, and acknowledged (he/she/they) executed the same

STATE OF UTAH NOTARY PUBLIC:

(Notary Seal)

MORTGAGE LOAN ORIGINATOR: Debbie Bowden
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER: 22995
MORTGAGE LOAN ORIGINATION COMPANY: Academy Mortgage Corporation
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER: 3113

SUE ANTHONY
COMMISSION #697883
MY COMMISSION EXPIRES:

12-08-2021

Notary Signa

## Exhibit "A"

Lot 7, Block 7, South El Rancho Subdivision, according to the official plat thereof on file and of record in the office of the Weber County Recorder.