

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  
ATTN: MARYLEE GILCHRIST

UTAH HOUSING CORPORATION  
SUBORDINATE DEED OF TRUST (MERS)

File# 161748655A

TREVIZO  
Loan #: 001041604065117  
MIN: 10056270000936909  
PIN: 06-198-0041

THIS DEED OF TRUST is made on JUNE 3, 2016 between CARLOS TREVIZO, A MARRIED MAN ("Borrower"), OLD REPUBLIC NATIONAL 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 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 FIVE THOUSAND SEVEN HUNDRED FORTY AND 00/100 dollars (\$5,740.00), 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")  
LOT 41, AMENDED WEST WOODS MOBILE HOME PLANNED UNIT DEVELOPMENT, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, STATE OF UTAH.  
which has an address of 1283 PRESIDENTIAL DRIVE, WOODS CROSS, Utah 84087 ("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



UHC Form 040A  
Rev 07/15


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.

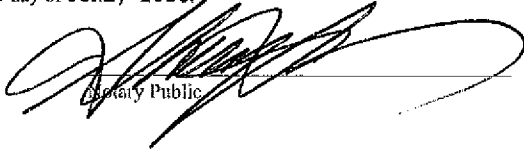
The proceeds of any award or claim for damages, direct or consequential, in connection with condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Subordinate Note and this Subordinate Deed of Trust, subject to the rights of Lender under the Senior Deed of Trust.

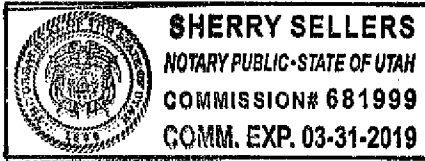
Borrower requests that any notice to the Borrower hereunder be mailed by first class mail to the Property Address. Lender requests that any notice to the Lender be mailed by first class mail to the principal offices of Lender described above, or any address Lender designates by notice to Borrower.

 06-03-16  
- BORROWER - CARLOS TREVIZO - DATE -

STATE OF UTAH  
COUNTY OF ~~DAVIS~~ SALT LAKE } ss

Subscribed and sworn to before me this 3RD day of JUNE, 2016.

  
Notary Public



My Commission Expires 3.31.19 Residing at SALT LAKE CITY, UTAH

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



**PLANNED UNIT DEVELOPMENT RIDER**

TREVIZO  
Loan #: 001041604065117  
MIN: 100562700000936909

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 3RD day of JUNE, 2016, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to CITYWIDE HOME LOANS A UTAH CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 1283 PRESIDENTIAL DRIVE, WOODS CROSS, UT 84087

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in THE COVENANTS, CONDITIONS AND RESTRICTIONS FILED OF RECORD THAT AFFECT THE PROPERTY. (the "Declaration"). The Property is a part of a planned unit development known as \_\_\_\_\_ (the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners

**MULTISTATE PUD RIDER--Single Family/Second Mortgage--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

2483.10

Form 3150 1/01 (page 1 of 3 pages)  
Amended



Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then Borrower's obligation under Uniform Covenant 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

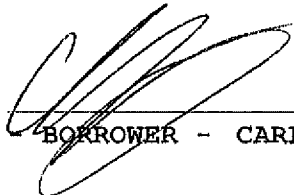
**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower



001041604065117

and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

 05-03-16  
\_\_\_\_\_  
BORROWER - CARLOS TREVIZO - DATE -

MULTISTATE PUD RIDER--Single Family/Second Mortgage--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

2483.10

Form 3150 1/01 (page 3 of 3 pages)  
Amended



**MANUFACTURED HOME RIDER  
TO THE MORTGAGE/DEED OF TRUST/SECURITY DEED**

TREVIZO  
Loan #: 001041604065117  
MIN: 100562700000936909  
PIN: 06-108-0041

This Rider is made this 3RD day of JUNE, 2016, and is incorporated into and amends and supplements the Mortgage / Deed of Trust / Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to **CITYWIDE HOME LOANS A UTAH CORPORATION** (the "Lender") of the same date (the "Note") and covering the Property described in the Security Instrument and located at:

**1283 PRESIDENTIAL DRIVE, WOODS CROSS, UT 84087**  
[Property Address]

Borrower and Lender agree that the Security Instrument is amended and supplemented as follows:

A. The Property covered by the Security Instrument (referred to as "Property" in the Security Instrument) includes, but is not limited to, the herein described tract or parcel of land and certain improvements, among which is a Manufactured Home, which will be or already has been affixed to the Property legally described in the Security Instrument, and which Manufactured Home is described as follows:

**LOT 41, AMENDED WEST WOODS MOBILE HOME PLANNED UNIT DEVELOPMENT,  
ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF  
THE COUNTY RECORDER OF DAVIS COUNTY, STATE OF UTAH.**



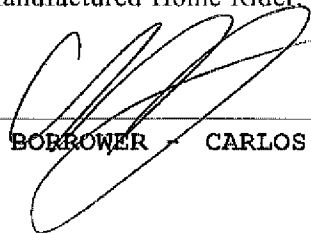
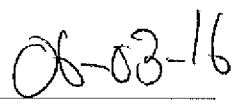
001041604065117

<b>New</b>	<b>1983</b>	<b>CHAMPION</b>	
New/Used	Year	Manufacturer's Name	Model Name and Model No.
<b>48 X 24</b>		<b>4595A &amp; 4595B</b>	<b>UTA004958 &amp; UTA004959</b>
Length X Width		Serial Number	HUD #

B. Additional Covenants of Borrower(s):

1. Borrower will comply with all state and local laws and regulations regarding the affixation of the Manufactured Home to the Property described in the Security Instrument including, but not limited to, surrendering the Certificate of Title (if required) and obtaining the requisite governmental approval and accompanying documentation necessary to classify the Manufactured Home as real property under state and local law.
2. The Manufactured Home described above will be, at all times and for all purposes, a permanent part of the Property described in the Security Instrument which by intention of all parties, shall constitute a part of the realty and shall pass with it and permanently affixed to the realty in accordance with any lender, state, local or other governmental requirements.
3. Affixing the Manufactured Home to the Property described in the Security Instrument does not violate any zoning laws or other state or local requirements applicable to manufactured homes.

By signing below, Borrower(s) accepts and agrees to the terms and covenants contained in this Manufactured Home Rider.

   
- BORROWER - CARLOS TREVIZO - DATE -

