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BK 6532 PG 832

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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
6/7/2016 2:23:00 PM  
FEE \$18.00 Pgs: 5  
DEP eCASH REC'D FOR FIRST AMERICAN TITL

WHEN RECORDED MAIL TO:  
**City First Mortgage Services, LLC**  
Final Document Department  
750 South Main Street, Suite 104  
Bountiful, UT 84010

5778802  
05-003-0035

LOAN #: 1600074740

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

MIN: 1001553-0000211507-4  
MERS PHONE #: 1-888-679-6377

THIS DEED OF TRUST is made on **June 6, 2016**  
**BRIERLEY, A MARRIED MAN**

between **GEORGE S**

("Borrower"),

**FIRST AMERICAN 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 P. O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Beneficiary"), and **City First Mortgage Services, LLC**

("Lender").

UHC Form 040A  
Rev 07/15  
Ellie Mae, Inc.

Page 1 of 4

10826UTMD 0815  
10826UTMD (CLS)

*ACTB*

LOAN #: 1600074740

Borrower owes the Lender the sum of **SEVEN THOUSAND FIVE HUNDRED TWENTY SIX AND NO/100**\*\*\*\*\* dollars  
( **\$7,526.00** ) 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")  
**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".**  
**APN #: 05-003-0035**

which has an address of **387 West 2600 South, Bountiful** [City]  
Utah **84010** ("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.

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;



**LOAN #: 1600074740**

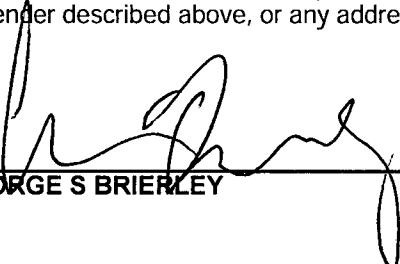
3. Borrower transfers all or part of the Property, whether or not in violation of the Senior Deed of Trust or the Rider to Deed of Trust;
4. Borrower is in default under the Subordinate Note or this Subordinate Deed of Trust; or
5. The Senior Note is prepaid prior to its maturity date (as defined in 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.

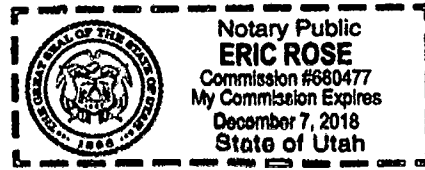
  
\_\_\_\_\_  
GEORGE S BRIERLEY

6/6/16

\_\_\_\_\_  
DATE

(Seal)

LOAN #: 1600074740



STATE OF UTAH

)  
) ss  
)

COUNTY OF **Davis**

Subscribed and sworn to before me this 6th day of June, 2016

Notary Public

My Commission Expires: 07/18

Residing at: Oshtemo

**MORTGAGE LOAN ORIGINATOR: James Wylie Hirst**  
**NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER: 880547**  
**MORTGAGE LOAN ORIGATION COMPANY: City First Mortgage Services, LLC**  
**NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER: 3117**

**EXHIBIT "A "**

Escrow No. **331-5778802 (ER)**  
A.P.N.: **05-003-0035**

BEGINNING ON THE SOUTH LINE OF A STREET AT A POINT 1851.35 FEET NORTH ALONG THE WEST LINE OF THE SECTION AND 431.56 FEET EAST ALONG SAID STREET FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, IN THE COUNTY OF DAVIS WHICH POINT IS ALSO 6.71 CHAINS NORTH, MORE OR LESS, ALONG THE WEST LINE OF THE SECTION AND 431.56 FEET EAST ALONG THE SOUTH LINE OF SAID STREET FROM THE SOUTHWEST CORNER OF LOT 3, IN SAID SECTION 31; AND RUNNING THENCE EAST 100 FEET ALONG THE SOUTH LINE OF SAID STREET; THENCE SOUTH 188.17 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 12, CHURCH HEIGHTS SUBDIVISION, A SUBDIVISION; THENCE NORTH 89°39'33" WEST 100 FEET ALONG THE NORTH LINE OF SAID SUBDIVISION; THENCE NORTH 188.17 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.