

After recording, return to:

CBC Mortgage Agency
3731 W South Jordan Parkway Ste. 102-501
South Jordan, Utah 84009

CITYWIDE HOME LOANS
DEED OF TRUST

Grantor/Borrower(s): **Robbie Miles**
Grantee/Beneficiary: **CITYWIDE HOME LOANS**

Grantee/Trustee: **US Title Insurance Agency, LLC**

Consideration/Indebtedness: **8505**
(Eight Thousand Five Hundred Five Dollars and No Cents)

Legal Description:

All of Unit 7, FOXBORO NORTH STONEHEAVEN WEST P.U.D., North Salt Lake City, Davis County, Utah, according to the official plat thereof.

Assessor's Tax Parcel ID#: **06-349-0007**

THIS DEED OF TRUST is made to be effective as of **6/29/2016**, among the Grantor(s); **Robbie Miles** (herein "Borrower(s)"); **US Title Insurance Agency, LLC** (herein "Trustee"); and **CITYWIDE HOME LOANS** and its assigns (herein "Beneficiary"), whose address is 580 E 9400 S Suite A, Sandy, Utah 84070.

BORROWER(S), in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of **Salt Lake**, State of **UT**, which has the address of **1058 West Stonehaven Drive, North Salt Lake, UT 84054** (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Beneficiary to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property";

TO SECURE to Beneficiary the repayment of the indebtedness evidenced by Borrower(s)'s note dated **6/29/2016**, in the original amount of **US 8505 (Eight Thousand Five Hundred Five Dollars and No Cents) (the "Note")**, with any interest due thereon, with the indebtedness, if not sooner paid, due and payable on the earlier of (a) **7/1/1946**; (b) the date on which the Primary Loan is paid in full; (c) the date on which the Property, or any interest thereon, is sold, assigned or otherwise transferred; (d) the date on which there is a default on the Primary Loan or the Primary Loan is refinanced, modified, assumed or foreclosed; or (e) the date on which Borrower(s) ceases to use the Property as Borrower(s)'s primary residence. "Primary Loan" as used herein is a FHA insured loan made at the same time as this loan to Borrower(s) for the



acquisition of the Property and secured by a first deed of trust on the Property. This Deed of Trust also secures the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust, and the performance of the covenants and agreements of Borrower(s) herein contained.

Borrower(s) covenants that Borrower(s) is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered except for the encumbrances of record. Borrower(s) covenants that Borrower(s) warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower(s) and Beneficiary covenant and agree as follows:

1. **Payment of Debt.** Borrower(s) shall promptly pay when due the indebtedness evidenced by the Note, interest and late charges, if any, as provided in the Note.
2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Beneficiary under the Note and paragraph 1 hereof shall be applied by Beneficiary first to interest payable on the Note and then to the principal of the note.
3. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower(s) shall perform all of Borrower(s)'s obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower(s)'s covenants to make payments when due. Borrower(s) shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.
4. **Hazard Insurance.** Borrower(s) shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Beneficiary may require and in such amounts and for such periods as Beneficiary may require.

The insurance carrier providing the insurance shall be chosen by Borrower(s) subject to approval by Beneficiary; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Beneficiary and shall include a standard mortgage clause in favor of and in a form acceptable to Beneficiary. Beneficiary shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Borrower(s) shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Borrower(s).

If the Property is abandoned by Borrower(s), or if Borrower(s) fails to respond to Beneficiary within 30 days from the date notice is mailed by Beneficiary to Borrower(s) that the insurance carrier offers to settle a claim for insurance benefits, Beneficiary is authorized to collect and apply the insurance proceeds at Beneficiary's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

5. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower(s) shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium, a planned unit development, or in a subdivision with restrictive covenants, Borrower(s) shall perform all of Borrower(s)'s obligations under the declaration, covenants by-



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laws, regulations and constituent documents creating or governing the condominium, planned unit development, or subdivision

6. **Protection of Beneficiary's Security.** If Borrower(s) fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Beneficiary's interest in the Property, then Beneficiary, at Beneficiary's option, upon notice to Borrower(s), may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Beneficiary's interest.

Any amounts disbursed by Beneficiary pursuant to this paragraph 6, with interest thereon at the Note rate, shall become additional indebtedness of Borrower(s) secured by this Deed of Trust. Unless Borrower(s) and Beneficiary agree to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Borrower(s) requesting payment thereof. Nothing contained in this paragraph 6 shall require Beneficiary to incur any expense or take any action hereunder.

7. **Inspection.** Beneficiary may make or cause to be made reasonable entries upon and inspections of the Property, provided that Beneficiary shall give Borrower(s) notice prior to any such inspection specifying reasonable cause therefor related to Beneficiary's interest in the Property.

8. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary, subject to terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

9. **Borrower(s) Not Released; Forbearance By Beneficiary Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Beneficiary to any successor in interest of Borrower(s) shall not operate to release, in any manner, the liability of the original Borrower(s) and Borrower(s)'s successors in interest. Beneficiary shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower(s) and Borrower(s)'s successors in interest. Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

10. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary and Borrower(s), subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower(s) shall be joint and several. Any Borrower(s) who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower(s)'s interest in the Property of Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Beneficiary and any other Borrower(s) hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or Note, without that Borrower(s)'s consent and without releasing that Borrower(s) or modifying this Deed of Trust as to that Borrower(s)'s interest in the Property.

11. **Notice.** Except any notice required under applicable law to be given in another manner, (a) any notice to Borrower(s) provided for in this Deed of Trust shall be given by delivering such notice or by mailing it by certified mail addressed to Borrower(s) at the Property Address or at



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such other address as Borrower(s) may designate by notice to Beneficiary as provided herein, and (b) any notice to Beneficiary shall be given by certified mail to Beneficiary's address stated herein or to such other address as Beneficiary may designate by notice to Borrower(s) as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower(s) or Beneficiary when given in the manner designated herein.

12. **Governing Law; Severability.** The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

13. **Borrower(s)'s Copy.** Borrower(s) shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

14. **Rehabilitation Loan Agreement.** Borrower(s) shall fulfill all of Borrower(s)'s obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower(s) enters into with Beneficiary. Beneficiary, at Beneficiary's option, may require Borrower(s) to execute and deliver to Beneficiary, in a form acceptable to Beneficiary, an assignment of any rights, claims or defenses which Borrower(s) may have against parties who supply labor, materials or services in connection with improvements made to the Property.

15. **Transfer of the Property or a Beneficial Interest in Borrower(s).** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower(s) is sold or transferred and Borrower(s) is not a natural person), the date on which such sale or transfer occurs shall be the Maturity Date (unless an earlier Maturity Date has occurred). Upon occurrence of the Maturity Date, Borrower(s) shall immediately pay in full all sums secured by this Deed of Trust.

If Borrower(s) fails to pay these sums when due, Beneficiary may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower(s).

NON-UNIFORM COVENANTS. Borrower(s) and Beneficiary further covenant and agree as follows:

16. **Acceleration; Remedies.** Upon Borrower(s)'s breach of any covenant or agreement of Borrower(s) in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Borrower(s) shall be in default under this Deed of Trust and Beneficiary may accelerate the Note and exercise any of its rights and remedies hereunder or available at law. Beneficiary, prior to acceleration, shall give notice to Borrower(s) as provided in in this Note specifying: (1) the breach; (2) the action required to cure such breach; (2) a date, not less than 10 days from the date of notice is mailed to Borrower(s), by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. Beneficiary shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 16, including, but not limited to, reasonable attorney's fees and costs of evidence of title.

If Beneficiary invokes the power of sale, Beneficiary shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and Beneficiary's election to cause the



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Property to be sold. Trustee and Beneficiary shall take such action regarding notice of sale and shall give such notices to Borrower(s) and to other persons as applicable law may require. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower(s), shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Beneficiary or Beneficiary's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property to be sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

17. Assignment of Rents; Appointment of Receiver; Beneficiary in Possession.

Borrower(s) hereby assigns to Beneficiary the rents of the Property, provided that Borrower(s) shall, prior to acceleration of this Note or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 16 hereof or abandonment of the Property, Beneficiary, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Beneficiary or the receiver shall be applied first to premiums on receiver's bonds, costs of management of the Property, collection of rents, and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Beneficiary and the receiver shall be liable to account only for those rents actually received.

18. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Beneficiary shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

19. Substitute Trustee. In accordance with applicable law, Beneficiary, may from time to time appoint a successor trustee to any Trustee appointed hereunder. The successor trustee shall, without conveyance of the Property, succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law.

20. Request for Notices. Borrower(s) requests that copies of the notice of default and notice of sale be sent to Borrower(s)'s address which is the Property Address. Beneficiary requests that copies of notices of sale from the holder of any lien which has priority over this Deed of Trust given pursuant to state law be sent to Beneficiary's address, as set forth on page one of this Deed of Trust.

21. Use of Property. The Property is not used principally for agricultural or farming purposes.

22. Subordination. This Deed of Trust is and shall be automatically subordinate to any existing first deed of trust or mortgage on the Property made by or held by an institutional lender or investor and recorded the same day or prior to this Deed of Trust.



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23. **Certain Restrictions Terminate on Foreclosure of HUD-Insured First Mortgage.** In the event of foreclosure or deed in lieu of foreclosure of prior security deed or assignment of the first mortgage to the Secretary of Housing and Urban Development, any provisions herein or any provisions in any other collateral agreement restricting the use of the property or otherwise restricting the Borrower(s)'s ability to sell the Property shall have no further force or effect. Any person (including his successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of a prior security deed shall receive title to the Property free and clear from such restrictions.

24. **Misrepresentations.** The Borrower(s) understands that Beneficiary has relied upon statements contained in the Borrower's loan application and all other documents submitted in support of the loan application in the processing, financing and granting of the loan represented by the Note and this Deed of Trust. Upon discovery of fraud or misrepresentation by the Borrower(s) with respect to any information provided by Borrower(s) in the loan application or all other documents submitted in support of the loan application in the processing, financing and granting of the loan represented by the Note and this Deed of Trust, Beneficiary may, in its sole discretion, by written notice to Borrower(s), declare all obligations secured by the Deed of Trust and all obligations payable under the Note immediately due and payable and exercise any other remedy allowed by law or provided by the Deed of Trust. Borrower(s) shall notify Beneficiary promptly in writing of any transaction or event which may give rise to a right of acceleration hereunder. Borrower(s) shall pay the Beneficiary all damages sustained by reason of the breach of the covenant of notice set forth herein or by reason of such fraud or misrepresentation.

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Date _____

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Exhibit A

All of Unit 7, FOXBORO NORTH STONEHAVEN WEST P.U.D., North Salt Lake City, Davis County, Utah, according to the official plat thereof.

TAX ID: 06-349-0007