



W2973305

WHEN RECORDED MAIL TO:
Intercap Lending Inc.
ATTN: Final Document Department
11781 South Lone Peak Parkway, Suite 200
Draper, UT 84020

E# 2973305 PG 1 OF 5
Leann H. Kilts, WEBER COUNTY RECORDER
04-Apr-19 04:54 PM FEE \$40.00 DEP TN
REC FOR: JONATHAN RUDD ATTORNEY AT LAW
ELECTRONICALLY RECORDED

tax id #09-050-0006
LOAN #: 5111922015

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

MIN: MIN: 1005905-0000031150-9
MERS PHONE #: 1-888-679-6377

THIS DEED OF TRUST is made on **April 3, 2019**
MAN

between **JUSTIN HATCH, SINGLE**

("Borrower"),

Rudd & Hawkes Title Insurance Agency, LLC

("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 **Intercap Lending Inc.**

("Lender").



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Borrower owes the Lender the sum of **TWELVE THOUSAND SEVENTY SEVEN AND NO/100*** *****
***** dollars
(**\$12,077.00**) 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 **Weber** County, Utah ("Property")
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 09-050-0006

which has an address of **5486 S 2300 W, Roy**

[City]

Utah **84067-2110** ("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;
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;



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- 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.

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.


 JUSTIN HATCH

4/3/19 (Seal)
 DATE



LOAN #: 5111922015

STATE OF UTAH)

COUNTY OF Weber)

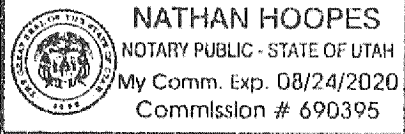
On this 3rd day of April, in the year 2019, before me

Nathan Hoopes

(notary public)

JUSTIN HATCH, SINGLE MAN

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.



(Notary Seal)

[Handwritten Signature]

Notary Signature

MORTGAGE LOAN ORIGINATOR: Brad Davis Toland
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER: 278660
MORTGAGE LOAN ORIGINATION COMPANY: Intercap Lending Inc.
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER: 190465



EXHIBIT A

The Land referred to herein below is situated in the County of Weber, State of Utah, and is described as follows:

Part of the Southeast Quarter of Section 14, Township 5 North, Range 2 West, Salt Lake Meridian, U.S. Survey: Beginning at a point on the West line of said Quarter Sections 792 feet North of the Southwest corner of said Quarter Section; running thence East 330 feet; thence North 66 feet; thence West 330 feet; thence South 66 feet to the place of beginning.

Excepting the West 24.75 feet thereof for street. Tax Serial Number: 09-050-0006