

WHEN RECORDED MAIL TO: **Veritas Funding LLC** Attn: Final Document Department 7730 South Union Park Avenue, Suite 200 Midvale, UT 84047 801-639-0900

E# 2994568 PG 1 OF 5 Leann H. Kilts, WEBER COUNTY RECORDER 01-Aug-19 0418 PM FEE \$40.00 DEP ZG REC FOR: US TITLE INSURANCE AGENCY ELECTRONICALLY RECORDED

NST# 005404 05-138-0041

LOAN #: 19079678S

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

MIN: MIN: 1004870-3900001490-0 MERS PHONE #: 1-888-679-6377

THIS DEED OF TRUST is made on August 1, 2019

between WINFORD J BARLOW JR.

**JOINT TENANTS** 

("Borrower"),

**US 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 Veritas Funding LLC

("Lender").

UHC Form 040A Rev 08/08/18 Ellie Mae, Inc.

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Borrower owes the Lender the sum of **ELEVEN THOUSAND EIGHT HUNDRED TWENTY FIVE AND** 

) evidenced by a Subordinate Note ("Note") dated the same date as this (\$11.825.00 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 #: 05-138-0041

which has an address of 225 40th Street, South Ogden

[City]

Utah 84405

("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.

WINFORD J BARLOW JR

<u>∜ 01 ∥ 0</u> (Seal

DATE

LOAN #: 19079678S

STATE OF UTAH		)		
COUNTY OF Weber	***************************************	)		
On this MACKENZIE ( WINFORD J BARLOW	day ofANGNS  ONUTCH  (notary public)  JR, JOINT-TENANTS	, in the year	ary public, persona	_, before me ally appeared
proved on the basis of sa	atisfactory evidence to be	the person(s) whose nar	me(s) (S)are) subs	scribed in this
Notes MAC C	ry Public - State of Utah CKENZIE CHUNCH Dmm. #705203 Commission Expires April 10, 2023	Mary Signature	ee Clu	M/
MORTGAGE LOAN ORIGINATOR: Adam Campbell NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER:				
NATIONWIDE MORTGA 213988	AGE LICENSING SYSTE	EM AND REGISTRY ID	ENTIFICATION N	IUMBER:
MORTGAGE LOAN OR	RIGINATION COMPANY:			
NATIONWIDE MORTG	AGE LICENSING SYSTE	:W AND REGISTRY IDI	ENTIFICATION N	IUMBEK:

252108

## **EXHIBIT "A"**

Part of Lot 42, CHIMES VIEW ACRES, AMENDED PLAT, South Ogden City, Weber County, Utah and part of Block 1, COUNTRY CLUB HEIGHTS, South Ogden City, Weber County, Utah: Beginning at a point on the South line of 40th Street, said point being South 59°11' East 226.72 feet from the Northwest corner of said Lot 42; running thence South 59°11' East 70 feet along the South line of said street; thence South 9°15' West 50.7 feet; thence South 23°49' West 61.85 feet; thence North 64°51' West 34.97 feet; thence to the right along the arc of a 50 foot radius curve 78.54 feet; the long chord of said curve bears North 19°51' West 70.71 feet; thence North 25°09' East 67.5 feet to the point of beginning.

Situated in Weber County

APN: 05-138-0041