

WHEN RECORDED MAIL TO:

InterCap Lending Inc.

ATTN: Final Document Department

11781 South Lone Peak Parkway, Suite 200

Draper, UT 84020

JUAB TITLE & ABSTRACT CO.

33 E. 200 N., Nephi UT 84648

(435)623-0387 Order No. **41404**

Ent#:301623 Bk771 Pg757

Date:02-Dec-2020 01:22 PM

Fee: \$40.00 ACH

Filed by: TAJ

REED D HATCH, RECORDER

SANPETE COUNTY CORPORATION

For: Juab Title & Abstract Company

LOAN #: 5142068578

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

MIN: MIN: 1005905-0000076651-2

MERS PHONE #: 1-888-679-6377

THIS DEED OF TRUST is made on **December 1, 2020** between **JUSTIN JENKINS AND
AMANDA JENKINS, HUSBAND AND WIFE AS JOINT TENANTS**

Juab Title & Abstract Company

("Borrower"),

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").

UHC Form 040A

Rev 08/08/18

Ellie Mae, Inc.

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10826UTMD 0219

10826UTMD (CLS)

11/30/2020 01:56 PM PST



LOAN #: 5142068578

Borrower owes the Lender the sum of **TWELVE THOUSAND AND NO/100*** *****

***** dollars
(**\$12,000.00**) 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 **Sanpete** County, Utah ("Property")

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 19137

which has an address of **468 N Duck Springs Dr, Moroni**

Utah **84646** ("Property Address").
Zip Code

[City]

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.

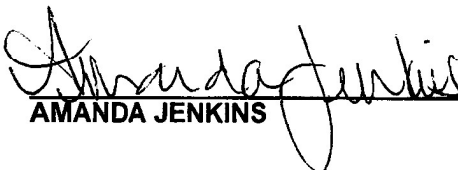
The proceeds of any award or claim for damages, direct or consequential, in connection with condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains 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 JENKINS 12/1/2020 (Seal)
DATE



AMANDA JENKINS 12/1/20 (Seal)
DATE



LOAN #: 5142068578

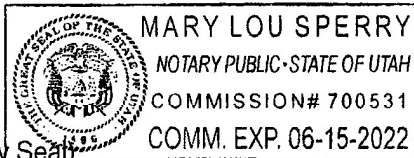
STATE OF UTAH)

COUNTY OF Sanpete)

On this 1st day of December, in the year 2020, before me

Mary Lou Sperry, a notary public, personally appeared
(notary public)
JUSTIN JENKINS AND AMANDA JENKINS, HUSBAND AND WIFE AS JOINT TENANTS

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)

Mary Lou Sperry
Notary Signature

MORTGAGE LOAN ORIGINATOR: Layton Mansfield
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER:
1025729
MORTGAGE LOAN ORIGATION COMPANY: Intercap Lending Inc.
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER:
190465



"EXHIBIT A"

Parcel No. 19137: Beginning 9.35 chains East and 489.10 feet South from the Northwest Corner of the Northwest Quarter of the Northeast Quarter of Section 9, Township 15 South, Range 3 East, Salt Lake Base and Meridian, thence South 243.5 feet, thence South 89° West 3.10 chains, thence North 21°45' West 165 feet, thence North 70°33' East 281.79 feet to the point of beginning.