



WHEN RECORDED MAIL TO:  
**Utah Housing Corporation**  
**2479 South Lake Park Blvd**  
**West Valley City, UT 84120**

E# 3056572 PG 1 OF 3  
Leann H. Kiltz, WEBER COUNTY RECORDER  
22-May-20 0309 PM FEE \$40.00 DEP TN  
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY  
ELECTRONICALLY RECORDED

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

MIN: **101337310000981756**

126116-JBR 09-409-001

THIS DEED OF TRUST is made on May 21st, 2020 between  
Joel Fletcher Mcilvain and Stephanie Renae Mcilvain, as joint tenants ("Borrower"),  
Cottonwood Title Insurance Agency, Inc. ("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 Canopy Mortgage, LLC ("Lender").

Borrower owes the Lender the sum of Twelve Thousand, Nine Hundred Eighty and No/100 and \_\_\_\_\_/00 dollars (\$ 12,980.00 ) 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")

which has an address of 5397 S Vista Dr.  
Roy, Utah 84067 ("Property Address").  
City 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;

- 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.

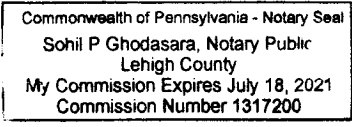
Any restrictions on conveyance in any loan document or deed of trust will automatically terminate if title to the mortgaged property is transferred by foreclosure or deed-in-lieu of foreclosure, or if the mortgagee is assigned to the Secretary of HUD.

  
 \_\_\_\_\_  
 Joel Fletcher McIlvain

  
 \_\_\_\_\_  
 Stephanie Renae McIlvain

STATE OF UTAH PA )  
 COUNTY OF Lehigh )

On this 21<sup>st</sup> day of May, in the year 2021, before me Sohil P Ghodasara  
 (notary public)  
 a notary public, personally appeared Joel Fletcher & Stephanie Renae McIlvain, 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.



Sohil P Ghodasara  
 Notary Signature

(Notary Seal)

MORTGAGE LOAN ORIGINATOR: **Kenneth Martello**  
 NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER: **1359687**  
 MORTGAGE LOAN ORIGATION COMPANY: **Canopy Mortgage, LLC**  
 NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER: **1359687**

File No. 126116-JBR.

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

All of Lot 16, PHEASANT MEADOWS SUBDIVISION PHASE 1, according to the official plat thereof as recorded in the office of the Weber County Recorder.

Tax Id No.: 09-409-0016