



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

E# 3100510 PG 1 OF 3  
Leann H. Kilts, WEBER COUNTY RECORDER  
10-Nov-20 0150 PM FEE \$40.00 DEP PC  
REC FOR: OLD REPUBLIC TITLE (CLEARFIELD)  
ELECTRONICALLY RECORDED

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

MIN: 100376410000294632

THIS DEED OF TRUST is made on November 9th, 2020 between  
JOHN R WHEATLEY ("Borrower"),  
Old Republic Title Insurance Company ("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 J. Virgil, Inc. dba Mortgage300 ("Lender").

Borrower owes the Lender the sum of Twenty Thousand and No/100  
and                      /00 dollars (\$ 20,000.00 ) 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 WEBER County, Utah ("Property")

which has an address of 1350 36TH STREET  
OGDEN , Utah 84403 ("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.

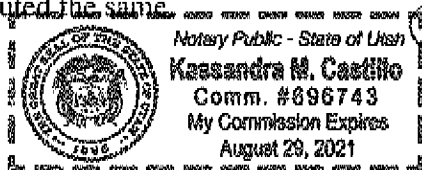
  
JOHN R. WHEATLEY

STATE OF UTAH \_\_\_\_\_)

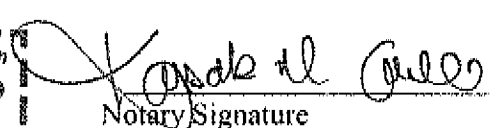
COUNTY OF Davis \_\_\_\_\_)

On this 9 day of November, in the year 2021, before me Kassandra M. Castillo,  
(notary public)

a notary public, personally appeared John R. Wheatley, 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)

  
Notary Signature

MORTGAGE LOAN ORIGINATOR: **Candice Register**  
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER: **226775**  
MORTGAGE LOAN ORIGINATION COMPANY: **J. Virgil, Inc. dba Mortgage300**  
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER: **10724323**

**EXHIBIT A**

**File No.: 2050393DL**

**LEGAL DESCRIPTION**

All of Lot 1 and the West 6 feet of Lot 2, Block 1, KINGSTON HEIGHTS ADDITION, according to the official plat thereof, on file and of record in the office of the Weber County Recorder, State of Utah.

The following is for informational purposes only:  
Tax ID No. 05-010-0016